

MARIANNA MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
CITY OF MARIANNA
MARIANNA, FLORIDA 32446

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of May, 2019 by and between the CITY OF MARIANNA, a Florida Municipal corporation, as well as the MARIANNA MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY, a public instrumentality, herein called the "LESSOR", and JACKSON COUNTY SHERIFF'S OFFICE, herein called the "LESSEE", the following terms and conditions shall govern the rental by LESSOR of hangar space to LESSEE.

1. TERMS. This agreement shall commence on this 1st day of May, 2019 and remain in effect for a period of twelve (12) months. Thereafter, this agreement may be renewed provided all obligation of this agreement have been met and both parties mutually agree in writing.

2. PREMISES. The premises rented shall be the property located at the MARIANNA MUNICIPAL AIRPORT and further described as follows:

Commence at the SW Corner of Section 13, Township 5 North, Range 10 West, Jackson County, Florida, thence N 79°52'19" E, 4623.49 feet to the POINT OF BEGINNING; thence N 51°01'20" E, 122.40 feet; thence S 38°58'40" E, 345.34 feet; thence S 51°01'20" W, 122.40 feet; thence N 38°58'40" W, 345.34 feet to the POINT OF BEGINNING. Said parcel contains 0.97 acres more or less.

(the "Premises") together with reasonably necessary rights of access across LESSOR'S adjoining property, including any keys and codes as may be required for access.

3. RENT. LESSEE shall pay, as rent for the use of the Premises, the amount of \$250.00 each per month, ~~plus any and all applicable commercial rental taxes, payable in advance on the first day of each month to the City Clerk's Office.~~ If Lessee shall fail to pay, when the same is due and payable, any rent, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

4. USE OF PREMISES. The Premises shall be used and occupied by LESSEE solely for the storage of aircraft model number _____ or similar craft owned or leased by the LESSEE. No commercial activity shall be conducted by LESSEE in, from or around the hangar.

5. SUBLEASE/ASSIGNMENT. LESSEE shall have no right to sublease the hangar or to assign this agreement. The parking or storage of aircraft not owned or leased by the LESSEE in the hangar is prohibited.

6. CONDITION OF PREMISES; ALTERATIONS. The Premises is improved by that certain metal building structure that with the approximate dimensions of 70'x70'x26' that is owned by LESSEE (the "Building"). LESSEE covenants and agrees not to install any additional fixtures or make any additional alterations, additions, or improvements, other than the Building, to the Premises without the written consent of the LESSOR, which improvements shall remain the property of the LESSOR at no compensation or payment to LESSEE. The Building is and shall remain the property of the LESSEE at the termination of this agreement.

7. MAINTENANCE OF PREMISES. LESSEE shall maintain cleanliness and neatness in and around the hangar.

8. LIABILITIES. LESSOR hereby expressly disclaims any personal injury received in or about the Premises or the airport property.

9. LESSEE'S LIABILITY FOR ACCIDENTS. LESSEE shall assume all liability and shall indemnify LESSOR for any injury or damages that may arise from any accident that occurs in, on, or about the Premises in any area under the control of LESSEE and which are due to the acts or omissions of LESSEE or its agents, employees or invitees.

10. INSURANCE. LESSEE shall, at its cost, maintain comprehensive liability insurance, including public liability and property damage, insuring LESSEE and LESSOR for at least \$100,000 for each bodily injury, \$300,000 per occurrence and \$25,000 for property damage. A copy of the certificate of insurance shall be provided to LESSOR. LESSEE shall provide a written stipulation from insurers to notify LESSOR in writing at least 30 (thirty) days prior to cancellation or refusal to renew any policy. If the insurance is not kept in force during the entire term of this lease or any extension of this lease, LESSOR may procure the necessary insurance and pay the premium for it, and the premium shall be repaid by LESSEE to LESSOR as an additional rent installment for the month following the date on which the premiums were paid by LESSOR.

11. RIGHTS AND DUTIES OF PARTIES IN EVENT OF LITIGATION. If LESSOR is made a party defendant to any litigation concerning this agreement or the Premises or the occupancy of the premises by LESSEE, then LESSEE SHALL indemnify LESSOR against all liability by reason of such litigation. In the event either LESSOR or LESSEE shall bring any action or proceeding for damages for an alleged breach of any provision of this agreement, to recover rents, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorneys' fees and court costs.

12. TERMINATION. LESSOR may terminate this agreement, upon the occurrence of any of the following, which shall constitute a breach of this agreement by the LESSEE: (a) Failure to pay rent by the 10th day of the month; or (b) LESSEE has failed to comply with any condition of this agreement and has not reasonably corrected the deficiency following ten (10) days prior written notice by LESSOR.

In the event of such breach, LESSOR shall notify LESSEE of termination in writing. LESSEE shall have ninety (90) days thereafter to remove the Building.

Either party may terminate this agreement upon written ninety (90) day notice to the other

party.

13. INTEGRATION. This agreement constitutes the entire agreement between the parties¹, and as of its effective date, supersedes any and all independent agreements between the parties related to the renting of the Premises. Any change or modification hereof must be in writing and signed by both parties.

[Signatures on Following Pages]

¹ Provided that this agreement shall be controlled by Florida Department of Transportation and the United States Government's restrictions on use of the subject property. To the extent there is any conflict between this lease and the requirements of the United States and the State of Florida, the requirements of the United States and the State of Florida shall control.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSOR:

CITY OF MARIANNA AND
MARIANNA MUNICIPAL AIRPORT
DEVELOPMENT AUTHORITY

Witness

Witness

BY: _____
Mayor-Commissioner-Chairman

Attest:

City Clerk

LESSEE _____

Witness _____

Witness _____