

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Mike Musick, Chairman
Commissioner Bill Read
Commissioner Chad McLeod

FROM: City Attorney's Office

DATE: May 20, 2024

RE: **Land Lease Agreement with Tooth and Plow Aviation, LLC**

Attached hereto for your consideration is a proposed Land Lease Agreement with Tooth and Plow Aviation, LLC (Tooth and Plow). Tooth and Plow is seeking to build a 12,000 square foot hangar for private use on approximately one (1) acre of land in the north central section of the Airport located off of Taxilane H.

The Land Lease Agreement is for an initial term of thirty (30) years, effective May 20, 2024, subject to City Commission approval. It also contains two (2) additional ten (10) year renewal options upon mutual written agreement of the parties. The rent commencement date shall be the earlier of twelve (12) months from the effective date of the Lease Agreement or upon issuance of the Certificate of Occupancy for the hangar construction project.

Base rent for the first year of the Lease will be \$1,452.00 per month for the one (1) acre parcel, which is consistent with the \$0.40 per square foot for other similar Airport land leases. Tooth and Plow will be required to pay utilities and applicable taxes, which are not included in its base rent. Following the first year of the Lease, the base rent will be subject to an annual adjustment in an amount determined by the percentile change in the Consumer Price Index, with the maximum annual increase capped at 8%. Prior to the commencement of year eleven (11) and for each subsequent ten (10) year period, including any renewal of the Lease, base rent shall be adjusted to 10% of an appraisal of the unimproved Premises (land only) conducted by a certified Member of the Appraisal Institute. Such base rent adjustment shall then become the new base rent for all future CPI-U adjustments for the applicable term of the Lease.

It is recommended that the City Commission approve the Lease Agreement with Tooth and Plow and authorize the appropriate City officials to finalize and execute all corresponding documents consistent with the above-specified terms.

LOCATION MAP



008002031lease.dwg

SECTION 32, TOWNSHIP 28 SOUTH, RANGE 23 EAST

NORTHWEST CORNER OF
NE 1/4 OF SECTION 5,
TOWNSHIP 29 SOUTH,
RANGE 23 EAST
(CCR DOCUMENT 109440)

S 89°40'20" W 2670.62' (PS)

(BEARING BASIS)

32 33

NORTH LINE OF NE 1/4 OF SECTION 5

579.03'

SECTION 5, TOWNSHIP 29 SOUTH, RANGE 23 EAST

LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°00'00" E	66.98'

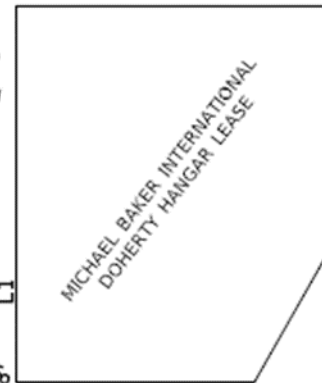
POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 5,
TOWNSHIP 29 SOUTH, RANGE 23 EAST
(CCR DOCUMENT 109443)

A REPLAT OF
LAKELAND AIRPARK
PLAT BOOK 101, PAGE 9



POINT OF BEGINNING

LOT 7
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-139580-000071



LOT 8
TAX PARCEL ID.:
23-29-05-139580-000080
O.R. BOOK 5786 PAGE 637

S 72°10'15" E
158.68'

N 17°49'45" E

N 79°29'10" W
242.47' (P)(C)

170.6' (±)

**DESCRIBED
TXL H HANGAR
LEASE AREA**
CONTAINS 1.00 ACRE ±

N 72°10'15" W 179.19'

S 17°49'45" W 182.98'

S 12°48'52" W (C)

LOT 6
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-139580-000060

UNPLATTED
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-000000-011010
BOOK 832 PAGE 311

LEGEND:

NE 1/4

- ID. IDENTIFICATION
- LB LICENSED BUSINESS
- NO. NUMBER
- CCR CERTIFIED CORNER RECORD
- (C) CALCULATED DIMENSION
- (±) APPROXIMATE DIMENSION TO REFERENCE AREA WITHIN PLAT
- (P) FROM RECORD PLAT
- PLS PROFESSIONAL LAND SURVEYOR
- (PS) PREVIOUS SURVEY DIMENSION
- O.R. OFFICIAL RECORD

LOCATION MAP
NOT TO SCALE



DESCRIPTION SKETCH
OF THE TXL H HANGAR LEASE AREA IN THE LAKELAND LINDER
INTERNATIONAL AIRPORT, LYING IN SEC. 5, T 29 S, R 23 E
PREPARED FOR: CITY OF LAKELAND

REFER TO PAGE 1 FOR LEGAL DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION

THIS DESCRIPTION SKETCH IS NOT COMPLETE
WITHOUT BOTH PAGES (1 AND 2) ATTACHED.

Prepared By:
CIVILSURV
CIVILSURV DESIGN GROUP, INC.

2525 Drane Field Road
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

DATE: 02/13/2024
SCALE: 1"=100'
DRAWN BY: G.A.
PROJECT NO.: 008:002:031

PAGE 2 OF 2
THIS IS NOT A SURVEY

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“Lease”) dated this 20th day of May, 2024 by and between the City of Lakeland, a Florida municipal corporation (hereinafter referred to as "Lessor"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, on behalf of its municipal airport Lakeland Linder International Airport, and Tooth and Plow Aviation, LLC (hereinafter referred to as "Lessee"), whose mailing address is 21299 US HWY 27 Lake Wales, Florida 33859 which collectively shall be referred to as the “Parties”.

WHEREAS, Lessor desires to let and lease certain real aviation property located at Lakeland Linder International Airport in Polk County, Florida, more particularly described below for the purpose of developing and constructing a hangar and office facility for aviation business purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

W I T N E S S E T H:

The Parties hereto do hereby mutually covenant, agree and promise as follows:

SECTION 1.

1.1 The Lessor, for and in consideration of the mutual promises, agreements, and covenants herein contained, does hereby lease, let, and rent unto the Lessee for its exclusive use, land consisting of approximately one (1.0) acre located in and comprising a part of the Lakeland Linder International Airport (“hereinafter referred to as the “Airport”) as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" or “Premises”).

1.2 The obligations of the Parties hereunder shall commence May 20th, 2024 (“Effective Date”). The initial term of this Lease shall be for a period of thirty (30) years from the Effective Date unless otherwise cancelled or terminated as set forth herein (“Initial Term”). Upon expiration of the Initial Term Lessee shall have the option to extend the Lease for two (2) additional ten (10) year renewal terms upon mutual written agreement of the parties, provided Lessee is not in default (“Renewal Terms”). During any Renewal Term exercised, the base rent shall be adjusted in accordance with Sections 2.4 and 2.5. Lessee shall provide written notice of electing any Renewal Term by providing written notice to Lessor no less than sixty (60) days prior to the expiration of each prior term.

SECTION 2.

2.1. The rent commencement date shall be the earlier of twelve (12) months from the Effective Date or upon issuance of the Certificate of Occupancy for the hangar construction project by the authority having jurisdiction (“Rent Commencement Date”). Beginning on the Rent Commencement Date, the Lessee shall pay to the Lessor annual base rent for the Leased Premises an amount of Seventeen Thousand Four Hundred Twenty-Four and 00/100 US Dollars (\$ 17,424.00) for the initial twelve (12) month period, paid in monthly installments, in the amount of One Thousand Four Hundred Fifty-Two and 00/100 US Dollars (\$1,452.00) per month (“Base Rent”). Thereafter, annual Base Rent shall be adjusted in accordance with Sections 2.4 and 2.5. No Base Rent shall be due before the Rent Commencement Date.

2.2 In addition to the payment of Base Rent, but beginning from the Effective Date, the Lessee shall be responsible for paying directly for all utilities and taxes, including but not limited to electric, water, wastewater services, storm water, and refuse collection for the Leased Premises.

Lessee shall be responsible for paying ad valorem taxes to the Lessor as specifically set forth in Section 2.7.

2.3 Each monthly payment shall be paid, together with sales taxes, pass through expenses, and all other applicable taxes and charges ("Additional Rent"), in advance on or before the first day of each month. Late payments, which shall be any payment received more than fifteen (15) days after the due date, shall bear a late payment charge of five percent (5%) per month of the late payment for any month or any portion of any month until paid.

2.4 The Base Rent to be paid hereunder shall be subject to an increase at the expiration of each one (1) year period the Lease is in effect in the amount to be determined by the percentile change in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics, United States Department of Labor (the "CPI-U"), using the Rent Commencement Date the base index for such determination.

2.5 The CPI-U for the month of the Rent Commencement Date is hereby established as the "Base Index". Thirty (30) days prior to the beginning of each one (1) year period for the first ten (10) years of the Lease, as defined in Section 1.2, the CPI-U shall be ascertained and the annual Base Rent to be paid during the next one (1) year period shall be adjusted by increasing the initial amount set forth herein by a percentage equal to the percentage of change in the CPI-U as compared with the Base Index. The maximum annual increase shall not exceed eight percent (8%). At no time will an adjustment be made in the event of a negative change in the CPI-U. In the event the CPI-U, or an equivalent or successor thereof, is not published at the time such adjustments are made, the amount of Base Rent shall be governed by Section 2.6, provided that if the CPI-U subsequently becomes available the Lessor shall be entitled to receive forthwith, the greater of the percent change in the CPI-U or the adjustment required under Section 2.6.

Prior to the commencement of year eleven (11) and for each subsequent ten (10) year period including any Renewal Term of the Lease, Base Rent shall be adjusted to ten percent (10%) of an appraisal of the unimproved Premises (land only) conducted by a certified Member of the Appraisal Institute (MAI). Such Base Rent adjustment shall then become the new Base Rent for all future CPI-U adjustments for the applicable Term. The MAI certified appraiser shall be selected by the Lessor and the fees thereof paid by the Lessee. The appraisal shall be performed within sixty (60) days before the commencement of the applicable Term.

2.6 If at any time during the Initial Term or any Renewal Terms, the United States Department of Labor, Statistics, or its successor or equivalent, shall discontinue issuance of the CPI-U, the Parties agree to use other nationally recognized standard cost-of-living indices issued and published by the United States Government.

2.7 The Leased Premises may be subject to ad valorem property tax pursuant to the policy of the Polk County Tax Assessor's Office ("Tax Assessor"). The Lessee shall pay to Lessor any ad valorem taxes or other taxes assessed. The Lessor shall provide proof of the assessment as soon as is practical following receipt of the tax bill which shall then be payable by the Lessee on the date the next rental payment would be due. Subsequent to any such initial assessment, Lessor reserves the right to provide for periodic payments of the tax required by the Tax Assessor. Lessor will pass through to the Lessee any ad valorem or other taxes or any other governmental charges or special assessments levied after the Effective Date pertaining to the Leased Premises.

2.8 The Leased Premises are located outside of the Lessor's "Aerobatic Box", which is more particularly described in **Exhibit "C"**, attached hereto and made a part hereof. For purposes of this Lease Agreement, the term "Aerobatic Box" shall be defined as an area of the Premises utilized during the annual Sun 'n Fun Aerospace Expo for airshow performances. Such

performances and related practices are generally limited to late afternoon hours and conducted up to a maximum of five (5) days per year to minimize business interruption. If the Federal Aviation Administration makes changes to the dimensions of the “Aerobatic Box” and the Leased Premises is within the “Aerobatic Box”, then during such times when the Aerobatic Box is in use, the Lessee shall not be permitted to use or occupy the Leased Premises pursuant to Federal Aviation Administration guidelines for safety reasons. Lessor shall be required to notify Lessee, in writing, on an annual basis, when the Aerobatic Box will be in use. Such notice shall be provided to Lessee no less than fourteen (14) days prior to the occurrence of such scheduled use.

SECTION 3.

Upon the expiration or termination of the later of the Initial Term or any Renewal Term, any and all improvements, including structures upon the Premises, shall become the property of the Lessor if not removed by the Lessee within one hundred twenty (120) days after such expiration.

SECTION 4.

4.1. The Premises, and any improvements thereon, whether in existence or constructed in the future pursuant to the terms and conditions contained herein, shall be used for the construction of hangars, offices, parking, storage, and maintenance of aircraft, hangar rental for third party aircraft, aviation operations including FAR Part 91 private and FAR Part 135 charter, aircraft leasing, self-fueling of Lessee’s aircraft, aviation related uses (both private and commercial), and office use for Lessee and Lessee’s third party tenants as further required by all applicable building codes and regulations.

The Premises shall be used exclusively for aeronautical purposes and shall not be used for purposes that are detrimental to aviation, which shall include, but may not be limited to, activities

that generate excessive light, glare or electromagnetic interference on the Premises that might interfere with the operation of aircraft to, from, or at the Airport. Any non-aeronautical use, including without limitation, residential use shall be prohibited on the Premises. For purposes of this Lease, "aeronautical use" shall have the same meaning as used by the Federal Aviation Administration in the Policy on Non-Aeronautical Use of Hangars, 81 Fed. Reg. 38906 (June 15, 2016).

4.2. The Lessee shall be able to conduct self-fueling and self-service activities as set forth in Section 14 of the City of Lakeland Code, as may be amended from time to time.

4.3 Lessor hereby consents to a leasehold mortgage of the Premises for Lessee to obtain financing for improvements ("Leasehold Mortgage"). In providing such consent, Lessor agrees to make certain certifications as to Lessee's standing under the Lease (e.g., payment of rents, lack of notice of violations, etc.) which are reasonable and customary in light of industry practices. Lessor also agrees that in the event any financial institution, lender or investor (collectively, a "Lender") shall, for the purpose of perfecting its security interest or in connection with a refinancing or securitization, reasonably request modifications to this Lease and/or execution of a ground lease estoppel agreement, Lessor shall labor in good faith to negotiate with such Lender to make such modifications and/or execute such ground lease estoppel agreement.

4.4 Copies of the plans for the construction of any improvements upon the Leased Premises, including the site plan, are to be filed with the Lessor prior to the commencement of construction. The Lessor shall approve or disapprove any such plans and/or specifications no later than thirty (30) days after receiving construction approval by the Federal Aviation Administration, or other appropriate governmental authority. Lessor's approval shall not be unreasonably withheld. Any reasons for Lessor's disapproval shall be stated in writing and provided promptly

to Lessee, and the Lessee shall have a reasonable period of time to revise the plans to be responsive to the Lessor's reasonable requests.

4.5 All buildings, structures, and other improvements, including any machinery, equipment and other fixtures or personal property located on the Premises shall be the property of the Lessee, and the Lessor shall have no interest therein for the Initial Term of this Lease and any Renewal Terms thereto, except as provided herein or as may be provided by law. Lessee has no authority to obligate the Premises for the costs of any improvements and shall not permit any lien to be filed upon said Premises. Notwithstanding the foregoing sentence, pursuant to Section 4.3 of this Lease, Lessor hereby consents to a leasehold mortgage of the Premises by Lessee to Lessee's Lender, provided that in the event of foreclosure, the mortgagee shall agree to be bound to the obligations of Lessee as set forth herein.

4.6 All improvements located on the Premises shall become property of the Lessor upon the expiration of this Lease and any renewals or extensions, subject to the Lessee's rights set forth below.

4.7 Lessee's Right Upon Termination. At the termination of this Lease and any subsequent renewals or extensions thereof and, provided Lessee is not in default, then Lessee shall:

(a) Return the Leased Premises to Lessor clear of all-improvements except those improvements chosen by Lessee to remove, which may include buildings, improvements, foundations and footings which have been constructed by Lessee, its agents, employees, assigns or successors; provided, however, that Lessee shall have one hundred twenty (120) days after termination in which to remove all such improvements. In the event that demolition by Lessee exceeds the one hundred twenty (120) day period, Lessee shall pay rent at the then current rate for any excess days, and

(b) Transfer title to the improvements not removed by Lessee to Lessor in lieu of removal of the said improvements and Lessee hereby agrees to execute all appropriate documents to vest title to said improvements in Lessor free and clear of any and all liens and encumbrances.

SECTION 5.

The Lessee may sell, sublet, or assign all or any portion of the Premises with the prior written approval of the Lessor, which approval shall not be unreasonably withheld. In reviewing a request by the Lessee to sell, sublet, or assign all or any portion of the Leased Premises, the Lessor will consider, *inter alia*, the permitted and intended uses of the Leased Premises for aviation purposes. If the Lessor approves the sublease or assignment of any portion of the Leased Premises, the Lessee shall remain liable for any and all obligations under this Lease, unless on the basis of reasonable evidence presented, that the sub-lessee or assignee has the requisite financial capacity, resources and business plan to satisfy any and all obligations hereunder. The requirement to obtain Lessor's reasonable approval applies, without limitation, to any assignment or sublease which would occur by operation of law; assignment or sublease to or by a trustee or receiver in any federal or state bankruptcy, receivership or other insolvency proceeding; and the sale, assignment or transfer of all or substantially all of Lessee's assets. Under no circumstances shall the Lessee sublet or assign all or any portion of the Premises for residential use or other uses not set forth and approved in this Lease.

SECTION 6.

6.1. No building or other structure may be constructed or placed upon the Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld. Buildings, structures and other improvements made by the Lessee on the Premises shall be fully consistent with the currently approved Airport Layout Plan maintained by the Lessor and adhere to all local building codes and regulations. If Lessee erects an approved new building or structure and

decides to sell said building or structure during the first five (5) years from the Effective Date of this Lease, Lessor shall retain a right of first refusal to purchase said building or structure. Lessee shall notify Lessor, in writing, of its intent to sell the building or structure and Lessor shall have thirty (30) days after receipt of such written notice to exercise its first right of refusal to purchase the building or structure based on its Fair Market Value (FMV). For purposes of this Lease the FMV will be determined by averaging two (2) independent appraisals performed by Appraisers that have been mutually agreed to, in writing, by the Parties. If the Parties are unable to agree as to a FMV for the building or structure within ninety (90) days of completion of the appraisal, then Lessee shall have the right to market and sell to a third-party subject to the conditions set forth in Section 5 of this Lease. After the first five (5) years of this Lease, Lessee shall have the right to sell any such buildings or structures to a third party without Lessor having any right of first refusal, subject to the conditions set forth in Section 5 of this Lease.

6.2. The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures and objects or natural growth determined by the Federal Aviation Administration to constitute an obstruction or hazard pursuant to 14 C.F.R. Part 77, as the same may be amended from time to time. The Lessee agrees to comply with the notification and review requirements of said regulations in the event any future structure or building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

6.3. Lessee agrees to comply with all applicable codes, ordinances, statutes, or regulations of any governmental authority having jurisdiction in the design and construction of improvements made upon the Premises. Lessee shall provide Lessor with any as-built plans for any authorized improvements on said Premises.

6.4. The Lessor shall have the right to install all navigation aids at the Airport as may be identified on the current Airport Layout Plan (ALP) and any future ALP approved by the Federal Aviation Administration. The Lessor may furnish portions of the Airport to the Federal Government in connection with air traffic control and navigation facilities. No structure, sign, appurtenance, projection, or modification shall be installed or kept in place by Lessee on the Premises without the prior reasonable written approval from the Lessor and any applicable federal, state, county, or other governmental agency.

SECTION 7.

7.1. Lessee shall pay, defend, indemnify and save harmless the Lessor, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the Lessor, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the negligence of the Lessee, its agents or employees, arising from and/or in connection with this Lease or any operations necessary and incidental to the occupancy, maintenance, repair or improvement by the Lessee of the Premises.

7.2. The Lessee shall defend, indemnify and save harmless the Lessor, its agents, guests, invitees or employees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county or city law, by-law, ordinance, or regulation by such Lessee, its agents, trainees, invitees, servants or employees.

7.3 It is the intention of the Parties that Lessor shall be responsible for any environmental contamination contained on the Premises leased by the Lessee prior to Lessee occupying said Premises. Lessee shall be responsible for any environmental contamination that

occurs on the Effective Date of this Lease or thereafter if due to activities occurring on the Premises after Lessee takes possession.

7.4. The Lessee covenants and agrees to comply with all provisions of the Insurance Requirements, attached hereto as **Exhibit "B"** and incorporated by reference herein, and Insurance requirements defined in the Airport's Minimum Standards, attached hereto as **Exhibit "B1"** and incorporated by reference herein, as they may be amended from time to time. The amounts of insurance coverage set forth in **Exhibit "B"** are set in contemplation of Lessee's use of the Leased Premises as defined in Section 4 herein. In the event of any change, alteration or expansion of the use of the Leased Premises, the minimum limits of such coverage shall be subject to reasonable adjustments by the Lessor so as to reflect any increase in risk or exposure.

7.5 Each policy required pursuant to **Exhibit "B"** and **Exhibit "B1"** shall name the Lessor, "City of Lakeland", as an additional insured and carry a provision that it will not be canceled without thirty (30) days prior written notice to the Lessor, to the extent permitted under state law and regulation. The Lessee shall provide to the Lessor evidence satisfactory to the Lessor demonstrating that the required insurance will be in effect as of the Effective Date and remains in effect throughout the term hereof. The Lessee shall cause to be inserted in any policy or policies of insurance acquired by the Lessee with regard to this Lease a so-called "waiver of subrogation" clause. The Lessee hereby waives, releases and discharges the Lessor, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered by the Lessee's insurance arising out of this Lease notwithstanding that such loss, claim, expense or damage may have been caused by Lessor, its agents or employees, and Lessee agrees to seek compensation only through its insurance coverage in the event of such loss.

7.6. During the term of this Lease and any extension or renewal hereof, the Lessee shall keep each building constructed upon the leased land insured against fire or other casualty by a reputable insurance company doing business in the State of Florida, in an amount not less than one hundred percent (100%) of replacement cost and the cost of demolition and the removal of debris as reasonably established from time to time by the Lessor. In the event of any damage to Lessee's improvements, Lessee shall forthwith remove resulting debris and repair or rebuild the damaged or destroyed structures or other improvements to the condition in which such structures and improvements existed prior to such casualty, or to such other condition as the Parties may agree, and return such structures and improvements to working order, whether or not any insurance proceeds shall be awarded to Lessee as a result of such damage or destruction. In either case the Lessee shall be responsible to forthwith remove resulting debris and restore the leased Premises to a neat and presentable condition.

SECTION 8.

The Lessor reserves the right for the Airport Director ("Director") or his/her duly authorized representative to provide, when possible, at least 72 hours' written notice to enter the Leased Premises during normal business hours for the purpose of performing such inspections considered necessary by the Director or designee, including without limitation compliance with the terms of this Lease, the Airport Minimum Standards and the Airport Rules and Regulations, and Lessee does hereby consent to such entry and waive any right to require a warrant for such inspection, provided that such entry and inspections shall not interfere with the Lessee's operations or the conduct of its business. The Lessee, after written notice, shall promptly correct any condition which is a hazard to life or property. The Lessee agrees that the transportation, storage, management and use of any explosives, gasoline or other highly flammable materials, in, on or about the Leased Premises shall be in strict compliance

with the Airport Minimum Standards, Airport Rules and Regulations and any other standards or compliance requirements imposed by any governmental agency with jurisdiction.

SECTION 9.

9.1. The Lessee shall, at its expense, perform all maintenance and repairs associated with the Leased Premises in a timely and prompt fashion including the painting of the exterior of the facility so as to maintain a neat and orderly condition of the facility. The maintenance responsibilities are more particularly described in **Exhibit "C"**.

9.2. The Lessee shall at its expense maintain the Leased Premises, including any structures thereon, in a neat and orderly condition at all times. The Lessee shall maintain the grounds and exterior signage of the building so as to present a neat and attractive exterior appearance at all times during the term of this Lease.

9.3 The Lessee shall not have the authority to make any modifications or alterations to the Leased Premises without prior written consent of the Airport Director, which shall not be unreasonably withheld. The primary consideration in the approval process shall be the best interest of the Airport and the public.

9.4 The Lessee shall be responsible for removing trash from the Leased Premises to an area at a designated location agreed to by the Lessor for collection by the municipal sanitation service and shall remove trash on not less than a weekly basis.

SECTION 10.

Should the Lessee default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, the Lessor may, at its option, if such default continues after giving the Lessee fifteen (15) days written notice in the case of a default in the payment of the rent and thirty (30) days' written notice in the case of any other default, declare all future payments

hereunder immediately due and payable. The Lessor may, at its option, draw upon a deposit hereunder in full or partial satisfaction of the Lessee's failure to pay the rent or other fees required hereunder. The Lessor shall have a lien upon any and all buildings and other property of the Lessee located upon the Premises at the time of default for any amount due the Lessor by the Lessee. If Lessee's default requires for its cure a period longer than that allocated in this Section, the Lessee shall not be in default if, in Lessor's sole opinion the Lessee proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

SECTION 11.

Upon the occurrence of an event of default, as set forth in Section 10, Lessor may at its option exercise any one or more of the following remedies:

(a) The Lessor may terminate this Lease by giving to the Lessee written notice of Lessor's intention to do so, in which event the term of this Lease shall end and all right, title and interest of the Lessee hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate; or

(b) The Lessor may terminate the right of the Lessee to possession of the Premises or any portion thereof by giving written notice to the Lessee that the Lessee's right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate the right of possession; or

(c) The Lessor may enforce the provisions of this Lease and may enforce and protect the right of the Lessor hereunder by a suit or suits in equity or at law for

the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(d) If the Lessor exercises either of the remedies provided for in subparagraphs (a) or (b), the Lessor may then or at any time re-enter the Premises in accordance with Florida law.

(e) If the Lessor terminates the Lessee's right of possession pursuant to sub-paragraph (b), the Lessor may re-enter the Premises or any portion thereof and take possession of all or any portion of the real property, may move any portion of the Lessee's property thereon which the Lessor elects so to do, and may sub-let or re-let the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and the Lessor may collect the rents from re-letting or sub-letting and apply same, first to the payment of the rents payable hereunder and in the event that the proceeds from such re-letting or sub-letting are not sufficient to pay in full the foregoing, the Lessee shall remain and be liable therefore. Lessee reserves the right to remove any personal property which shall not include building or fixtures. The Lessee promises and agrees to pay the amount of any such deficiency and the Lessor may at any time sue and recover judgment for any such deficiency or deficiencies or draw upon any deposit provided by the Lessee or both.

SECTION 12.

No remedy herein conferred upon or reserved by the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in

equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and so often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 13.

13.1. This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Lessor acquired the property known as the Lakeland Linder International Airport from the United States of America, insofar as such covenants and restrictions remain in effect from time to time and after the date hereof, such deeds being identified as follows:

(a) Quitclaim Deed and Surrender of Lease dated September 26, 1947, between the United States of America and City of Lakeland, recorded in Deed Book 816, page 571, Public Records of Polk County, Florida; and

(b) Supplemental Quitclaim Deed dated April 20, 1948, between the United States of America and the City of Lakeland, recorded in Deed Book 832, page 311, Public Records of Polk County, Florida;

except however, any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument, including but not limited to the release of the "National Emergency Use Provisions" by the Deed of Release dated December 17, 1959, recorded in Official Records Book 389, page 338, current public records of Polk County, Florida, and the extinguishment of the restrictions on use for industrial or manufacturing purposes by the Act of Congress on July 30, 1947 (61 Stat. 678).

13.2. This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the planning, improvement or expansion of the Airport.

13.3 Should the Department of Transportation, Federal Aviation Administration or any successor department or agency issue an order determining that any provision herein is inconsistent with any covenant or restriction of the deeds under which the Lessor acquired the Airport, or the provisions of any existing or future agreement entered into between the Lessor and the United States of America, the Parties shall amend this Lease as necessary to resolve the inconsistency. If the Parties cannot agree on the manner in which to resolve the inconsistency, the Lease may terminate upon mutual written agreement of the Parties or the Parties, upon mutual written agreement, may amend the Lease to resolve the inconsistency.

13.4. This Lease and all the provisions hereof shall be subject to whatever right the Government of the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and reacquisition of said Airport or the exclusive or nonexclusive use of the Airport by the United States of America during the time of war or national emergency.

SECTION 14.

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that nothing herein shall be understood to confer an exclusive right upon the Lessee to conduct any aeronautical activity at the Airport in violation of 40 U.S.C. Section 40103(e) or 49 U.S.C. Section 47107(a)(4) or any grant assurance thereunder.

SECTION 15.

15.1. The Lessee, on behalf of itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that:

(a) no person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities;

(b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, entitled *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation* - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

15.2. In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess the leased land and the facilities thereon, and hold the same as if the Lease had never been made or issued. This provision shall be subject to the procedures of Title 49, Code of Federal Regulations, Part 21, including exercise or expiration of appeal rights.

SECTION 16.

The Lessor reserves the right to take whatever actions necessary for the operation, maintenance, and improvement of the Airport and its appurtenances, without interference or hindrance, with appropriate consideration for the continuity and profitability of the Lessee's operations and the payment of the obligations to the Lessor herein. The Lessor may order the temporary closure of the Airport in the interest of safety or for other special events as approved by the Federal Aviation Administration. The Lessee agrees to abide by any such order issued by the Lessor. Lessor shall not be liable to the Lessee for monetary damages that may result from any temporary closure of the Airport.

SECTION 17.

The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased land, together with the right to cause in the airspace such noise, fumes, dust and vibration as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace for landing on, taking off from or operating on the Airport.

SECTION 18.

The Lessee, its officers, employees, guests, invitees and suppliers of materials and services, shall have the right of ingress and egress over public right-of-way to the Leased Premises for the purpose of permitting Lessee to enjoy the rights, uses, and privileges granted by the Lessor.

SECTION 19.

The Lessee covenants and agrees to promptly repair or remove any disabled vehicles located on the Premises or any joint use areas of the Airport.

SECTION 20.

The Lessee specifically covenants and agrees to observe and obey Lakeland Linder International Airport's Rules and Regulations and Minimum Standards, as the same may be amended from time to time, as adopted and promulgated by the Lessor for operation at the Airport. Lessee shall remain in full compliance with the Airport Rules and Regulations, as the same may be amended from time to time, any Notice to Air Missions issued by the Lessor and published by the Federal Aviation Administration, and any regulations or orders issued by the Federal Aviation Administration, including without limitation, 14 C.F.R. Part 91, as the same may be amended from time to time.

The Lessee specifically covenants and agrees to observe and obey all applicable federal laws on the subject of airport and aviation security, all applicable regulations and directives issued by the Department of Homeland Security, Transportation Security Administration or any successor department or agency, and all ordinances and rules issued by the Lessor related to security, including without limitation rules issued in furtherance of the Lessor's security program. The Lessee further covenants and agrees to alter and improve the Premises as required to comply with any such law, regulation, directive, ordinance or rule.

SECTION 21.

The Lessor hereby designates the Airport Director as its official representative with the full power to represent the Lessor in all dealings with the Lessee in connection with this Lease or the Leased Premises, subject to approval by the Lakeland City Commission. The Lessee hereby designates Clayton G. Wilson, as its official representative with the full power to represent the Lessee in all dealings with the Lessor in connection with this Lease or the Leased Premises. The Parties may designate by written notice other representatives from time to time, and such representatives may

exercise those rights and duties of the Parties as may be necessary to effectuate the purposes of this Lease.

Notice to the Lessor shall be sufficient if either mailed by first class mail, postage prepaid, addressed to Airport Director, Lakeland Linder International Airport, City of Lakeland, 3900 Don Emerson Drive, Suite 210, Lakeland, Florida 33811, or delivered at such address, and notice to the Lessee named herein shall be sufficient if either mailed by first class mail, to Lessee at 21299 US HWY 27 Lake Wales, Florida 33859 or delivered at such address. Either party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other party in the manner provided in this section.

SECTION 22.

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent assignment and subletting are permitted. This Lease shall not confer any rights or remedies upon any third-party not a party to this Lease.

SECTION 23.

The Lessee shall be responsible for and pay any and all ad valorem property taxes or such other taxes which are assessed on the Premises or this Lease, all sales taxes and all utility charges. The Lessor will provide to the taxing authority whatever information is required so that the Lessee's taxable interests shall be separated from the Lessor's.

SECTION 24.

Should it become necessary for the Lessor to bring any action at law or equity to enforce or interpret this agreement or to remove the Lessee from the Leased Premises, the prevailing party shall be entitled to all costs, including reasonable attorney's fee at both trial and appellate levels.

SECTION 25.

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Lease or to remove Lessee from the Premises shall be Polk County, Florida.

SECTION 26.

The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held invalid or unenforceable, all other terms and provisions hereof shall continue in full force and effect.

SECTION 27.

This Lease and the Exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter of this Lease, and supersede all prior negotiations, agreements and understandings with respect thereto. This Lease may only be amended by a written document duly approved and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed and their respective seals to be hereunto affixed, the day and year first above written.

LESSOR:

ATTEST: **CITY OF LAKELAND, FLORIDA,
a municipal corporation**

BY: _____
Kelly S. Koos, City Clerk

BY: _____
H. William Mutz, Mayor

Date: _____

(Seal)

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Palmer C. Davis
City Attorney

LESSEE:

TOOTH AND PLOW AVIATION, LLC

By: _____
Clayton G. Wilson, Manager

Signed in the presence of:

Date: _____

Witness for Tooth and Plow Aviation, LLC
Printed Name: _____

Witness for Tooth and Plow Aviation, LLC
Printed Name: _____

Exhibit "A"
DESCRIPTION OF PREMISES

008002031lease.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

That part of the northeast quarter of Section 5, Township 29 South, Range 23 East, Polk County, Florida, and portions of Lots 6 and 7 of A REPLAT OF LAKELAND AIRPARK according to the plat thereof as recorded in Plat Book 101, Page 9, public records of Polk County, Florida, being described as follows:

Commence at the northeast corner of said Section 5; thence South 89°40'20" West along the north line of the northeast quarter thereof a distance of 579.03 feet; thence South 00°19'40" East a distance of 710.94 feet to the POINT OF BEGINNING; thence South 72°10'15" East a distance of 156.66 feet; thence South 00°00'00" East a distance of 66.96 feet; thence South 17°49'45" West a distance of 182.96 feet; thence North 72°10'15" West a distance of 179.19 feet; thence North 17°49'45" East a distance of 246.75 feet to the POINT OF BEGINNING.

Contains 1.00 acre, more or less.

SURVEYOR'S NOTES:

- 1.) This is a Description Sketch of a lease area for a proposed hangar lying within the boundaries of the Lakeland Linder International Airport, City of Lakeland. This sketch does not depict all matters of title (boundaries, easements, ownership, rights of way, etc.), jurisdictional information (zoning, wetlands, soils, etc.) or environmental concerns (if existent) except as may be noted or shown. The legal description shown hereon was prepared by this office per client request and is based on deeds, maps, and plats of record.
- 2.) North and the bearings shown hereon are referenced to Grid North, West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, Adjustment of 2011. For a bearing reference, the bearing of South 89°40'20" West, along the north line of the northeast quarter of Section 5, Township 29 South, Range 23 East, was used.
- 3.) An abstract of title was not performed by or furnished to CivilSurv Design Group, Inc. Any easements or encumbrances that may appear as a result of said abstract is not certified hereon.
- 4.) The adjoining owner information shown hereon was taken from the Polk County Tax Rolls. The adjoining parcel lines are approximate, and are shown graphically as an aid for visual reference.
- 5.) This map and/or report (document), or any copies thereof, are not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Any documents transmitted electronically are not valid without the authorized digital/electronic signature, computer generated seal, if used, and certification of the Florida Licensed Surveyor and Mapper. The digital signature must be verified electronically to confirm no changes have been made. The seal appearing on this document was authorized by Gary L. Allen, PLS as evidenced by either an original signature or a digital signature affixed hereto. CivilSurv Design Group, Inc. and its employees are not liable for further reuse of document(s).

PAGE 1 OF 2

REFER TO PAGE 2 FOR SKETCH OF DESCRIPTION
THIS DESCRIPTION SKETCH IS NOT COMPLETE
WITHOUT BOTH PAGES (1 AND 2) ATTACHED.

DESCRIPTION SKETCH
OF THE TXL H HANGAR LEASE AREA IN THE LAKELAND LINDER
INTERNATIONAL AIRPORT, LYING IN SEC. 5, T 29 S, R 23 E
PREPARED FOR: CITY OF LAKELAND

PREPARED UNDER THE DIRECTION OF CIVILSURV DESIGN GROUP, INC., DATE: 02/13/2024
LB 7805 BY:

Prepared By:
CIVILSURV
CIVILSURV DESIGN GROUP, INC.

2525 Drane Field Road
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

DATE: 02/13/2024
SCALE: NONE
DRAWN BY: G.A.
PROJECT NO.: 008:002:031

GARY L. ALLEN, PLS
FLORIDA REGISTRATION No. 4756
CIVILSURV DESIGN GROUP, INC.
FLORIDA REGISTRATION No. LB 7805



008002031lease.dwg

NORTHWEST CORNER OF
NE 1/4 OF SECTION 5,
TOWNSHIP 29 SOUTH,
RANGE 23 EAST
(CCR DOCUMENT 109440)

SECTION 32, TOWNSHIP 28 SOUTH, RANGE 23 EAST

S 89°40'20" W 2670.62' (PS)

(BEARING BASIS)

SECTION 5, TOWNSHIP 29 SOUTH, RANGE 23 EAST

NORTH LINE OF NE 1/4 OF SECTION 5

POINT OF
COMMENCEMENT
NORTHEAST CORNER OF SECTION 5,
TOWNSHIP 29 SOUTH, RANGE 23 EAST
(CCR DOCUMENT 109443)

LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°00'00" E	66.98'

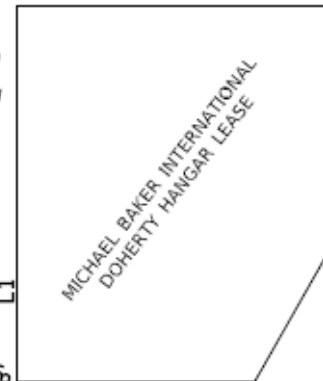


A REPLAT OF
LAKELAND AIRPARK
PLAT BOOK 101, PAGE 9

POINT OF
BEGINNING

LOT 7
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-139580-000071

LOT 8
TAX PARCEL ID.:
23-29-05-139580-000080
O.R. BOOK 5786 PAGE 637



S 72°10'15" E
158.68'

N 17°49'45" E

N 79°29'10" W
242.47'(P)(C)
170.6'(±)

N 72°10'15" W 179.19'

S 17°49'45" W 182.98'

UNPLATTED
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-000000-011010
BOOK 832 PAGE 311



LOT 6
OWNER: CITY OF LAKELAND
TAX PARCEL ID.:
23-29-05-139580-000060

LEGEND:

- ID. IDENTIFICATION
- LB LICENSED BUSINESS
- NO. NUMBER
- CCR CERTIFIED CORNER RECORD
- (C) CALCULATED DIMENSION
- (±) APPROXIMATE DIMENSION TO REFERENCE AREA WITHIN PLAT
- (P) FROM RECORD PLAT
- PLS PROFESSIONAL LAND SURVEYOR
- (PS) PREVIOUS SURVEY DIMENSION
- O.R. OFFICIAL RECORD

DESCRIPTION SKETCH
OF THE TXL H HANGAR LEASE AREA IN THE LAKELAND LINDER
INTERNATIONAL AIRPORT, LYING IN SEC. 5, T 29 S, R 23 E
PREPARED FOR: CITY OF LAKELAND

REFER TO PAGE 1 FOR LEGAL DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION
THIS DESCRIPTION SKETCH IS NOT COMPLETE
WITHOUT BOTH PAGES (1 AND 2) ATTACHED.

Prepared By:
CIVILSURV
CIVILSURV DESIGN GROUP, INC.

DATE:	02/13/2024
SCALE:	1"=100'
DRAWN BY:	G.A.
PROJECT NO.:	008:002:031

PAGE 2 OF 2
THIS IS NOT A SURVEY

Exhibit "B"

INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and "**Products and Completed Operations**" coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$500,000 Single limit each occurrence
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident,

\$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in **INSURANCE – WORKER' COMPENSATION (cont'd)**

Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Environmental Impairment Liability: The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

The liability limits shall not be less than: \$1,000,000

Fire Legal Liability: Tenant's liability for damages by fire to the rented premises the tenant occupies.

The liability limits shall not be less than: \$Replacement Value

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.


New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Exhibit "B-1"
MINIMUM INSURANCE REQUIREMENTS

 LAKELAND LINDER INTERNATIONAL AIRPORT MINIMUM INSURANCE REQUIREMENTS ADOPTED 2022-08-01												
Classification	Aircraft Liability	Premises (GL) Liability	Automobile Liability	Workers Compensation	Hangar Keepers Liability	Fire Legal	Fire & Extended Coverage Full Replacement Value	Environmental Impairment Liability	Employers Liability	Umbrella / Excess Liability	Commercial General Liability	Remarks
Air Carrier (Part 121)	As determined by Risk Management	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Air Charter (Part 135 or 380)	-											
Passenger Capacity 01 - 04	\$5,000,000											
Passenger Capacity 05 - 09	\$10,000,000	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Passenger Capacity 10 - 49	\$15,000,000											
Passenger Capacity 50+	As determined by Risk Management											
Air Cargo	\$5,000,000	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Flight Instruction	\$1,000,000 per occurrence/ \$100,000 per seat	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Aircraft Rental	\$1,000,000 per occurrence/ \$100,000 per seat	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Flying Clubs	\$1,000,000 per occurrence/ \$100,000 per seat	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Specialized Flying Services*	\$1,000,000 per occurrence/ \$100,000 per seat	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	
Aircraft Maintenance, Repair, & Overhaul (MRO)	-	\$1,000,000	\$500,000	Statutory	\$500,000		\$100,000**	-	Statutory	-	-	Products & Completed Operations required - limits determined by Risk Management by aircraft type.
Aircraft Storage / Hangar / T-Hangar / Tie-Down	\$1,000,000	\$1,000,000	-	Statutory	\$500,000***		\$100,000**	-	Statutory	-	-	
Aircraft Sales	\$2,000,000 per occurrence/ \$100,000 per seat	\$1,000,000	\$500,000	Statutory	-		\$100,000**	-	Statutory	-	-	Product Liability required - limits determined by Risk Management.
Aircraft Painting Services	-	\$1,000,000	\$500,000	Statutory	\$500,000		\$100,000**	\$1,000,000	Statutory	-	-	
Concessionaire / Restaurants	-	\$1,000,000	-	Statutory	-		\$100,000**	-	Statutory	-	-	Product Liability required - limits determined by Risk Management. If serving Liquor, limits shall be \$2,000,000.
Rental Car Services	-	-	\$1,000,000	Statutory	-		-	-	Statutory	-	-	
Ground Transportation Company												
01 - 06 Seats	-	\$1,000,000	\$1,000,000	Statutory	-		\$100,000**	-	Statutory	-	-	PUC - Motor Vehicle
07 - 14 Seats	-		\$5,000,000									
15+ Seats	-		\$10,000,000									
Parking / Valet	-	\$1,000,000	\$1,000,000	Statutory	-		\$100,000**	-	Statutory	-	-	Garage Keepers Liability required - limits determined by Risk Management.
Fixed Base Operator (FBO)	\$2,000,000											Commercial General Liability shall include bodily injury, property damage, personal and advertising injury and products and completed operations and, mobile equipment.
Rotor-Wing Aircraft Liability	\$5,000,000				\$2,000,000 each occurrence/\$2,000,000 each aircraft						\$2,000,000 general aggregate/\$2,000,000 each occurrence	Aircraft Liability and Hull physical damage with respect of all aircraft owned, non-owned, leased and or operated by FBO for bodily injury (including death) and property damage and including passenger liability in a combined single limit of not less than identified.
01 - 04 Seats (Piston) Aircraft Liability	\$1,000,000	\$2,000,000	\$500,000	Statutory			\$100,000**	-	Statutory	-		
04+ Seats (Piston) Aircraft Liability	\$5,000,000											
01 - 10 Seats (Turbine) Aircraft Liability	\$10,000,000											
11 - 19 Seats (Turbine) Aircraft Liability	\$25,000,000											
20 - 49 Seats (Turbine) Aircraft Liability	\$50,000,000											
50+ Seats (Turbine) Aircraft Liability	\$100,000,000											
Commercial Fueling Operator (i.e. FBO)												
Bulk Storage Facility	-	-	-	-	-	-	-	\$1,000,000	-	-	-	In addition to above classification. Combined Single Limit.
500-1,000 gal. Mobile Dispensing Equipment	-	-	-	-	-	-	-	\$500,000	-	-	-	
1,000+ gal. Mobile Dispensing Equipment	-	-	-	-	-	-	-	\$1,000,000	-	-	-	
Self-Fueling Operator												
Bulk Storage Facility	-	-	-	-	-	-	-	\$1,000,000	-	-	-	In addition to above classification. Combined Single Limit.
500-1,000 gal. Mobile Dispensing Equipment	-	-	-	-	-	-	-	\$500,000	-	-	-	
1,000+ gal. Mobile Dispensing Equipment	-	-	-	-	-	-	-	\$1,000,000	-	-	-	

*Defined as sightseeing tours, aerial photography, aerial survey, crop dusting, and aerial advertising etc....

** If the building is leased, limits shall be \$100,000. If the building is owned, limits shall be 90% of the full replacement value.

*** If storing a non-owned aircraft Hangar Keeper Liability is required.

NOTE: Special events and activities shall have limits as determined by Risk Management. Events must submit contracts 30 days prior to the start of the event for insurance minimums to be assigned.

NOTE: the City of Lakeland - Lakeland Linder International Airport shall be listed as additional insured on all liability coverages and a waiver of subrogation in the City's favor provided on Workers' Compensation and Unemployment Insurance.

NOTE: a renewal certificate shall be issued 30 days prior to expiration of coverage.

**EXHIBIT “C”
MAINTENANCE MATRIX OF OBLIGATIONS**

RESPONSIBILITY	TENANT	AIRPORT
Air Compressor (If Installed)	X	
Air Handling System(s)	X	
Ceiling Tiles	X	
Disposal of Garbage, Debris and Waste Materials	X	
Elevators	X	
Exterior Electrical	X	
Exterior Electrical Fixtures	X	
Exterior Light Bulbs	X	
Exterior Painting	X	
Exterior Plumbing	X	
Exterior Signage	X	
Fire Protection System including Minimum Required Fire Extinguishers	X	
Generator (If Installed)	X	
Floor Replacement (Carpet, Tile Laminate ect.)	X	
Grounds Care	X	
Hangar Doors	X	
Hangar Insulation	X	
Interior Electrical	X	
Interior Electrical Fixtures	X	
Interior Light Bulbs	X	
Interior Painting	X	
Interior Plumbing	X	
Interior Walls	X	
Irrigation	X	
Janitorial Service	X	
Janitorial Service - Flooring	X	
Keys / Locks	X	
Mechanical / HVAC Maintenance	X	
Mechanical / HVAC Replacement	X	
Non-Structural Repairs	X	
Parking Lot & Side Walks	X	
Pedestrian Doors Including Hardware	X	
Personal Property	X	
Pest Control	X	
Restroom Fixtures (Exclusive to Tenant Premises / Toilets / Faucets)	X	
Roof Maintenance	X	
Roof Replacement	X	
Security System	X	
Signage / Wayfinding	X	
Structural Elements of Building	X	
Water Fountains / Water Filters	X	
CURRENT 2024.02.14		