



AVIATION ADVISORY BOARD

Lecanto Government Building
3600 W. Sovereign Path
Room 166
Lecanto Florida 34461

AGENDA

July 9, 2026 - 2:00 PM

Heiko Kallenbach, Chair
Carl Douglas Flanagan, Member
Mark Klingel, Member
Barry Simons, Member

Ryan Naugle, Member
Charles Carr, Member
Patrick Crippen, Member

NOTICE TO THE PUBLIC

To manage growth and foster prosperity by prioritizing the protection of environmental assets, the development and maintenance of infrastructure, and the health, safety, and well-being of its citizens.

Any person who decides to appeal any decision of the Governing Board with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statutes) Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service at least two days before the meeting.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF MINUTES

D.1. June 11th, 2026 Draft Minutes - Aviation Advisory Board

E. OPEN TO THE PUBLIC

F. NEW BUSINESS

F.1. Airport 101 Presentation - Discussion/Vote (dates will be provided)

Purpose is to educate the public on airport functions, operations, and commitments

F.2. T Hangar Lease Template/Application - Review/Discussion/Vote

T-Hangar lease template was approved by the BOCC last year

G. OLD BUSINESS

G.1. Aviation Education Opportunities

H. HANGER STATUS REPORT

H.1. Hangar Status Report

I. BOARD OF COUNTY COMMISSIONERS (BOCC) UPDATES

J. PROJECT STATUS REPORTS - MAJOR

J.1. CGC Runway 9/27 Extension

J.2. CGC Fuel Tank Replacement

J.3. CGC Agis Survey

J.4. CGC Airfield Lighting Replacement

J.5. INF Business Park

J.6. INF Corporate Hangar

J.7. INF Master Plan & Disadvantage Business Enterprise (DBE)

J.8. Inverness Airport (INF) Fire Station (Not an Aviation Lead Project)

J.9. INF & CGC Automated Weather Observing System (AWOS) Replacement

K. PROJECT STATUS REPORTS - MINOR

K.1. Airport Signage (Design Concept)

L. PRESENTATIONS

M. TOWER UPDATES

N. AIRPORT SECURITY

O. BOARD COMMUNICATION

P. OPEN TO THE PUBLIC

Q. NEXT MEETING

Q.1. Thursday August 13th, 2026

R. ADJOURN



AGENDA MEMORANDUM

FROM:					
SUBJECT:	June 11th, 2026 Draft Minutes - Aviation Advisory Board				
AGENDA DATE:	July 9, 2026				
<u>BRIEF OVERVIEW:</u> June 11th, 2026 Draft Minutes - Aviation Advisory Board					
<u>STRATEGIC PLANNING ELEMENT:</u>					
<u>BUDGET IMPACT/FUNDING SOURCE:</u>					
Account No.	Account Title	Current Budget	YTD Expenditure	Encumbrances	Available Balance
<u>RECOMMENDED ACTION:</u> June 11th, 2026 Draft Minutes - Aviation Advisory Board					
<u>ATTACHMENTS:</u> 1. 6.11.2026 - AAB Minutes - Draft					

AVIATION ADVISORY BOARD

Chair: Heiko Kallenbach
Vice Chair: Carl Douglas Flanagan
Charles Carr
Patrick Crippen

Aviation Advisory Board
3600 W. Sovereign Path
Lecanto, FL 34461

Ryan Naugle
Mark Klingel
Barry Simons

MINUTES **Regular Meeting** **6/11/2026**

1. CALL TO ORDER:

Vice Chair Carl Douglas Flanagan called the meeting to order at 2:00 PM, followed by the Pledge of Allegiance, and Roll Call by Hannah Petty.

Present:

- A. Carl Douglas Flanagan
- B. Mark Klingel
- C. Barry Simons
- D. Ryan Naugle

Absent:

- E. Heiko Kallenbach (Excused)
- F. Charles Carr (Excused)
- G. Patrick Crippen (Excused)

Staff present:

- H. Hannah Petty, Public Works Admin Assistant II / Recording Secretary
- I. Todd Regan, Aviation Project Manager

2. APPROVAL OF THE MINUTES:

Minutes for the May 14th, 2026, meeting were reviewed.

- A. **Mark Klingel made a motion to accept the Minutes as written.**
- B. **Seconded by Ryan Naugle.**
- C. **Motion approved unanimously.**

3. OPEN TO THE PUBLIC:

- A. Donna Cosey, teacher at Citrus Highschool, provided an update on aviation education opportunities at Citrus Highschool.
 - o Aviation Club has been approved and will kick off in August of 2026.
 - o They are currently planning on launching Aerospace Technology I and II and Ground School classes for the 2027 school year. These classes will lead into dual enrollment with Withlacoochee Technical College (WTC).
 - o Citrus High is actively looking for hangar space.
 - Todd suggested getting on the waiting list for a hangar.
 - o Mark Klingel inquired if WTC will have classes ready for the 2027 school year.

- WTC staff is actively working on having classes launched for the 2027 school year.
 - Todd informed the board of a grant opportunity that he recently received. Info was sent to WTC staff.
- B. Will Cosey, VP of Chapter EAA 1674, raised concerns about losing momentum with WTC and Citrus High working on their aviation education opportunities separately.
 - Ryan Naugle informed Will that while both schools are part of the Citrus County school system, there are separate efforts due to the WTC A&P program, and Citrus High's programs being separate education opportunities.
- C. Ricky Rawls, hangar tenant at Crystal River Airport, raised concerns about new lease terms.
 - Ricky stated that years ago he received special permission to build aircraft in his hangar, but the new lease prevents major maintenance in any hangar.
 - Todd can make exceptions to this term.
 - The renewal terms are listed as N/A
 - The terms are now two years instead of four years with an automatic 3.5% increase each year.
 - This was done to ensure easier steady planning rather than unexpected increases each year based on CPI index.
 - The late fee and returned check charge are both \$100.
 - Carl suggested that this lease term should be looked at compared to banks average return check charge, and the late fee potentially being a percentage of the monthly rent due rather than both fees being a flat \$100 fee.
 - Todd to investigate these concerns and follow up.
- 4. **NEW BUSINESS:**
 - A. Todd stated that he is planning on Citrus County's Aviation Attorney, Chris Wilson, to come to an AAB meeting in the near future and present an "Airport 101" presentation.
- 5. **OLD BUSINESS:**
 - A. Bylaws – Review and Sign before BOCC Approval
 - a. **Ryan Naugle made a motion to approve the finalized revised bylaws.**
 - b. **Seconded by Barry Simons.**
 - c. **Motion approved unanimously**
- 6. **HANGARS**
 - A. INF – 16 T-Hangars – 0 Box Hangars - 0 Vacancies – 4 Waiting – 0 Pending - 2 Renewals
 - B. CGC – 20 T-Hangars – 2 Box Hangars - 1 Vacancies – 7 Waiting – 0 Pending – 2 Renewal
 - a. Mark inquired what kind of hangar is vacant at CGC.
 - i. There is one T-Hangar vacancy.
- 7. **BOARD OF COUNTY COMMISSIONER UPDATES:**
 - A. N/A
- 8. **PROJECT STATUS REPORTS: (Todd Regan, Project Manager)**
 - A. **Major Project Status Reports**

- a. **CGC Runway 9/27 Extension** – The FAA has approved the project to proceed to the public workshop phase. Infrastructure Consulting & Engineering is coordinating workshop dates and preparing the required Notice of Availability, which must receive FAA approval. Estimated first meeting date is July 16, 2026.
- b. **CGC Fuel Tanks Replacement** – Contractor is responding to the Building Departments questions before releasing permits. Project is on schedule to begin June 15, 2026.
- c. **CGC AGIS Survey** – Wolpert amended the deliverables to align with updated requirements, and they have uploaded the survey and final report for National Geographic Survey (NGS) verification. This project is estimated to be completed by June.
- d. **CGC – Airfield Lighting Replacement** – ITB has been reviewed by Aviation Attorney. ITB will be advertised on Saturday June 13, 2026. Bids will go to BOCC in late August 2026.
- e. **INF Business Park** – All stockpile material has been moved to grade; the Business Park has been cleared and grubbed for a balanced site. Next steps are stormwater and utilities. Project is 15% complete.
- f. **INF Corporate Hangar** – Certified fire flow test complete to meet the needs of the hangar design. Due to inadequate GPM and PSI, a storage tank and pump system will need to be installed for the sprinkler system.
- g. **INF Master Plan & DBE** – The preferred alternative is complete. The Capital Improvement Plan is being drafted. Next steps: final MPAC meeting and then a public meeting to display and discuss the Master Plan.
- h. **Inverness Airport (INF) Fire Station** – 100% drawings complete and submitted to the FAA for their review/approval.
- i. **INF & CGC AWOS replacement** – The project was advertised on May 30, 2026 and will close on July 8th, 2026.

B. Minor Project Status Reports

- a. **Airport Signage Design** – Finalizing renderings before BOCC review/vote/approval.
- b. **INF – Paint Sheriff Hangar and Office** – Project complete, removing from tracking.

9. PRESENTATIONS:

A. N/A

10. AIRPORT SECURITY:

A. N/A

11. TOWER UPDATES

A. N/A

12. BOARD COMMUNICATION / General Discussion:

- A. Mark inquired if the County is going to be in budget for the runway extension at CGC.
 - i. Yes, this project should stay in budget. Todd is currently looking at grant opportunities for wetland monitoring south of the runway.

- B.* Carl suggested that WTC and Citrus High make sure to stay in communication regarding future aviation education activities to stay on the same page.
 - i.* Todd suggested that a land use agreement with Citrus High could be a viable option rather than renting a hangar.

13. OPEN TO PUBLIC:

- A. Will Cosey, VP of EAA Chapter 1674, reminded the board of previous discussion regarding non-aviation activities at the airports. Will suggested a lottery system for selecting qualified non-aviation events that are interested in hosting at the airports.

The next regular meeting will take place on Thursday, July 9th, at 2:00 p.m. Lecanto Government Building, 3600 W. Sovereign Path, Lecanto, FL 34461 in room 166.

14. ADJOURNMENT:

- A. Vice Chair Carl Douglas Flanagan declared the meeting adjourned at 2:48 PM. Motion made by Mark Klingel and 2nd by Barry Simons.

Submitted by Hannah Petty
Public Works Admin Assistant II/Recording Secretary



AGENDA MEMORANDUM

FROM:					
SUBJECT:	Airport 101 Presentation - Discussion/Vote (dates will be provided)				
AGENDA DATE:	July 9, 2026				
<u>BRIEF OVERVIEW:</u> Purpose is to educate the public on airport functions, operations, and commitments.					
<u>STRATEGIC PLANNING ELEMENT:</u>					
<u>BUDGET IMPACT/FUNDING SOURCE:</u>					
Account No.	Account Title	Current Budget	YTD Expenditure	Encumbrances	Available Balance
<u>RECOMMENDED ACTION:</u> Purpose is to educate the public on airport functions, operations, and commitments					
<u>ATTACHMENTS:</u> None					



AGENDA MEMORANDUM

FROM:					
SUBJECT:	T Hangar Lease Template/Application - Review/Discussion/Vote				
AGENDA DATE:	July 9, 2026				
<u>BRIEF OVERVIEW:</u> T-Hangar lease template was approved by the BOCC last year					
<u>STRATEGIC PLANNING ELEMENT:</u>					
<u>BUDGET IMPACT/FUNDING SOURCE:</u>					
Account No.	Account Title	Current Budget	YTD Expenditure	Encumbrances	Available Balance
<u>RECOMMENDED ACTION:</u> T-Hangar lease template was approved by the BOCC last year					
<u>ATTACHMENTS:</u> 1. Hangar Lease Template Citrus County 2. Hangar Application					

HANGAR LEASE AGREEMENT

THIS **HANGAR LEASE AGREEMENT** ("LEASE") is made on the ____ day of _____, 2024, by and between **CITRUS COUNTY, FLORIDA**, a political subdivision of the state of Florida, and the below named **TENANT**.

1. GENERAL INFORMATION

1.01 **TENANT'S Full Legal Name & Mailing Address:**

[NAME]

[STREET ADDRESS]

[CITY, STATE]

☒ Proof of Current Secretary of State Registration attached as **Composite Exhibit "A-1"**

1.02 **Type of Aircraft (Make/Model):**

Make/Model: [INSERT]

Serial No.: [INSERT]

Registration No. [INSERT]

Registered To: [INSERT]

TENANT shall be required to get the prior written approval of LANDLORD to store substitute aircraft(s) on the PREMISES.

☒ Proof of current FAA Registration attached as **Composite Exhibit "A-2"**

For the purposes of this Lease, the capitalized term "Aircraft" shall mean any Aircraft under the control of Lessee, whether through ownership, management, lease, or under a maintenance workorder for minor repairs.

Without limitation on the foregoing, from time-to-time Landlord may require Tenant to provide a complete list of all aircraft stored on the Premises within ten (10) days of said request. Should Tenant fail to respond to Landlord's request within ten (10) days, or in so responding provide a list reflecting the storage of any aircraft not approved by Landlord in accordance with this Sub-Paragraph, Tenant may be deemed in Default pursuant to the Defaults and Terminations Paragraph, and all Sub-Paragraphs thereunder, of this Lease.

Unless otherwise indicated below, Tenant hereby warrants that all Aircraft stored on Premises are and shall be registered to Tenant as Registered Owner. Tenant shall be required to obtain the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion, to store any aircraft on the Premises not registered to Tenant ("Managed Aircraft").

In the event any Managed Aircraft are requested to be stored on the Premises, then in that event Tenant shall be required to provide Landlord with a copy or copies of the agreement(s) under which Tenant has the authority to operate and store the Managed Aircraft. In Landlord's sole discretion, Tenant shall also be required to obtain and provide to Landlord a signed Joinder Agreement, from the Registered Owner of any and all Managed Aircraft. Landlord may condition its approval for storage of Managed Aircraft, among other conditions, on the posting of a higher Security Deposit than listed

in Sub-Paragraph 1.08, titled "Security Deposit" below.

1.03 **Premises:** All Hangar Space in Building [INSERT] located at [INSERT] Airport, in the City [INSERT], Florida.

1.04 **Initial Term (Subject to Par. 3):** The term of this Agreement shall commence on [INSERT DATE] ("Rent Commencement Date") and shall continue to through the last day of [INSERT DATE]. TENANT/LANDLORD may terminate this agreement prior to the expiration date provided a sixty (60) day written advanced notice is provided to LANDLORD.

1.05 **Rent (During Initial Term Subject to Par. 4):** Rent shall be as follows:

Rent shall be \$[] per month plus applicable sales tax. CAM (Common Area Maintenance) rate shall be \$[] per month, plus applicable sales tax, for a combined monthly total of \$[] per month, plus applicable sales tax.

1.06 **Annual Rent Adjustment:** On the first anniversary of the Rent Commencement Date and continuing each anniversary thereafter, the applicable Rent, shall be increased by three and one-half percent (3.5%) above the then prevailing Rent (e.g., for Rent on the first day of Lease Year 2 the rent is increased by the value obtained by multiplying (first year rent) times 3.5% which results in an increase of (\$ _____), making the Lease Year Two Ground Rent \$ _____). Payment of Rent shall be remitted to Landlord via as set forth in Paragraph 4, titled "Rent", below.

1.07 **Late Charge and Returned Check Charge:** A late charge, the greater of ten (10%) percent of Rent or \$100.00, will be assessed on all Rent not received by the 10th of each month. If funds are insufficient for any payments made by check, note or similar instrument, payment will be subject to a \$75.00 reprocessing fee. All sums of money required to be paid by the TENANT to the LANDLORD under this Lease shall bear interest at the highest rate permitted by law from the date same was due until the date same is paid in full.

ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT.

1.08 **Security Deposit (Subject to Par. 5):** [a m o u n t e q u a l t o o n e m o n t h s r e n t] currently on account.

1.09 **Renewal Terms:** N/A

1.10 **Utilities (Subject to Par. 18):** TENANT shall be responsible for electric service.

1.11 **Permitted Uses (Subject to Par. 22):** TENANT shall occupy the PREMISES solely for the storage of TENANT'S aircraft. PAINTING OF AIRCRAFT IS STRICTLY PROHIBITED.

2. **LEASE.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD the PREMISES described in Paragraph 1.03, in an "AS IS/WHERE IS" condition. BY TENANT'S EXECUTION OF THIS LEASE AGREEMENT, TENANT IS WAIVING ANY AND ALL

CLAIMS ARISING FROM THE CONDITION OF THE HANGAR. This Lease and the PREMISES are subject to all matters of public record.

3. **TERM.** The initial term of this Lease shall be as set forth in Paragraph 1.04. TENANT shall have the right to the number of renewal terms set forth in Paragraph 1.09, if any. Each renewal term shall commence at the end of the previous term. The option for each renewal term must be exercised by written notice delivered to LANDLORD at least sixty (60) days prior to the beginning of the renewal term, but it shall be a condition to TENANT'S right to any renewal term that TENANT not be in default at any time after such exercise, and if TENANT is in default, then at LANDLORD'S election TENANT shall forfeit its right to the renewal term and to any future renewal terms, whether or not TENANT has then exercised its option for the renewal term. In addition, TENANT shall be subject to the terms of Paragraph 20 "Habitual Default". All of the terms of this Lease except as to rent shall automatically apply to each renewal term.

4. **RENT.** During the initial term of this Lease, TENANT shall pay LANDLORD rent as set forth in Paragraph 1.05, in equal monthly installments in advance on the first day of each month without demand or set off whatsoever. If the commencement date is not the first day of the month, then the rent for the first partial month shall be prorated accordingly. In addition to monthly rent, TENANT will pay all applicable Florida sales tax on rentals. During any renewal term exercised by TENANT, the rent will be increased to the then prevailing rental charged by LANDLORD for similar premises. The charge set forth in Paragraph 1.07 will be added to all rents received and accepted after the 10th day of the month, and for all checks which are not honored. **Unless otherwise notified by Landlord in writing, all payments by Tenant due hereunder shall be payable to the Citrus County Board of County Commissioners and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.** Tenant hereby designates the following individual as Tenant's billing contact:

Name: [INSERT]

Direct Phone No.: [INSERT]

Email: [INSERT]

Tenant may provide an alternate billing contact by providing same in writing to the LANDLORD in compliance with the Notice provisions set forth in Paragraph 19.

5. **SECURITY DEPOSIT.** TENANT has deposited with LANDLORD the security deposit set forth in Paragraph 1.08. The security deposit will be held by LANDLORD without interest as security for the full and faithful performance by TENANT of its obligations hereunder, which may be co-mingled with other monies of LANDLORD. In the event of default by TENANT, LANDLORD may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by TENANT to LANDLORD. Upon the termination of this Lease, any portion of the security deposit not so used or applied shall be returned to TENANT, provided TENANT faithfully performs its obligations hereunder, by mail within a reasonable time after the termination of this Lease. The security deposits shall not be applied by TENANT toward the last month's rent.

6. **INSURANCE.** During the term of this lease TENANT shall keep in force at its expense the following policies: (i) All Risk Hull Insurance on the Aircraft in an amount satisfactory to the LANDLORD; (ii) All-Risk Property Insurance coverage commensurate with the value of TENANT's property located on LANDLORD's PREMISES; (iii) Comprehensive Aircraft Hull and General Liability Insurance with a combined single limit of not less than \$1,000,000, or as otherwise agreed to by

LANDLORD in writing, insuring TENANT's liability against bodily injury to persons, guests, including passengers, or damage to property at \$100,000 per occurrence.; and (vi) Automobile Liability Insurance, to a minimum split limits of \$100,000/\$300,000/\$100,000 or \$300,000 combined single limit per occurrence for all TENANT's owned, non-owned and for-hire vehicles. If TENANT's activities in conjunction with the use of the Hangar Space require vehicle and/or support equipment access to the Airport's Aircraft Operations Area (AOA), TENANT shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than \$1,000,000. Such determination shall be made by LANDLORD. LANDLORD shall be named as an additional insured on all such insurance, and such insurance shall provide that same may not be canceled or the coverage reduced without at least thirty (30) days written notice to LANDLORD. The Certificate Holder shall read: **Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461**. TENANT shall provide certificates of such insurance on standard ACORD forms prior to the commencement date of this Lease, and subsequently prior to the expiration of the succeeding certificate and at any time upon request by LANDLORD. All policies shall contain waivers of subrogation against the Landlord, its agents, or employees. All required insurance policies must be written with a carrier having an A.M. Best rating of A- or better.

Primary Insurance: Consistent with the indemnification provisions of this Lease, TENANT'S insurance policies will respond on a primary basis, with any insurance carried by LANDLORD to be construed as secondary or excess insurance.

Once ALL paperwork is completed and received by the LANDLORD, an email will be sent to TENANT requesting online registration with myCOI. It is critical that the LANDLORD is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to the County. Lessee will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

7. **RISK OF LOSS**. The Tenant agrees that the Lessor shall not be liable for any loss arising out of, damage to, or destruction of (a) the Aircraft; (b) Tenant's personal property; or (c) contents within the Premises or upon the Airport Property, resulting from any cause, natural or manmade.

8. **TENANT'S LIABILITY NOT LIMITED**. NOTWITHSTANDING THE PROVISIONS OF THE SECTION ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

9. **DISCLAIMER OF LIABILITY**. LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANTS, ITS EMPLOYEES, AGENTS OR INVITEES OR ITS INVITEES' INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, IS

CAUSED SOLELY BY LANDLORD'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGE TO AIRCRAFT, OR OTHER PROPERTY, OR FOR INJURY AS A RESULT OF A STORM OR HURRICANE, OR PRECAUTIONARY MEASURES ESTABLISHED BY THE LANDLORD. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN LANDLORD'S LEASEHOLD INTEREST IN THE PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF LANDLORD OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER OR DIRECTOR THEREOF, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS LEASE SHALL NOT ACT AS A WAIVER OF LANDLORDS SOVEREIGN IMMUNITY.

10. **INDEMNITY-FORCE MAJEURE.** TENANT agrees to release, indemnify, and hold LANDLORD, its officers and employees, harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments or any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to LANDLORD, arising from: (i) TENANT'S use of the premises; (ii) by reason of any loss of or damage to any property or injury to or death of any person arising out of or related to this Lease; (iii) or by reason of any breach, violation or non-performance by TENANT or its servants, employees, agents or invitees, or invitees' invitees of any covenant or condition of the Lease or by any act or failure to act of those persons. LANDLORD shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot insurrection, war or any other cause beyond LANDLORD'S control, including without limitation, acts or omissions to act by TENANT.

Hurricane Procedures/Act of God: TENANT agrees to comply with and abide by any provisions for storm or hurricane preparedness required by LANDLORD, in LANDLORD's sole discretion, necessary for the safety and security of the Aircraft and/or Airport and/or PREMISES and/or neighboring aircraft and property ("Hurricane Plan"). Notwithstanding the foregoing, LANDLORD shall not be liable for any damages, including without limitation, to TENANT's property or Aircraft as a result of this section.

Vendor/Invitee or Invitees' Invitees Indemnification: As set forth in this Lease, TENANT agrees to fully indemnify and hold LANDLORD harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by LANDLORD, including attorneys' fees and costs, as a result of: (i) the failure by TENANT to perform any covenant required to be performed hereunder; or (ii) any accident, injury or damage that shall happen in or about the Premises resulting from any act or omission of TENANT of TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees; or (iii) any accident, injury or damage that shall happen in or about the Premises to TENANT or TENANT'S agents, employees, invitees or invitees' invitees, servants, consultants, contractors, subcontractors or licensees. TENANT further shall be solely responsible for notifying all such vendors, invitees, and third parties that LANDLORD has disclaimed

such liability and that TENANT shall be solely liable to same for any such damages.

In the event that a third party makes a claim alleging facts that, if true, would require TENANT to indemnify under this Section, TENANT shall indemnify against all damages incurred in connection with defending that claim, including amounts paid in settlement, even though the claim is successfully defended in whole or in part and even though the claim is settled prior to a final determination as to the truth of such allegations: provided that LANDLORD may not settle a claim that would result in a claim for indemnification by the TENANT hereunder without the TENANT's prior written consent.

11. **ASSIGNMENT AND SUBLETTING.** TENANT may not assign this Lease or let or sublet the whole or any part of the PREMISES without the prior written consent of LANDLORD which may be withheld in LANDLORD'S sole discretion.

12. **CONDEMNATION.** The parties agree that should the entire PREMISES be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless LANDLORD, at his option, provides equal suitable space which shall be substituted for the PREMISES. In the event of a partial condemnation which renders the remainder of the Premises usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of Premises so taken. All such calculations shall be performed by LANDLORD.

12.01 **Award.** All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold or any interest of LANDLORD in the land, buildings and other improvements, TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in same, provided, however, that nothing herein contained shall be construed to preclude TENANT from prosecuting any claim directly against the condemning or taking authority, but not against LANDLORD, for the value of or damages to and/or for the cost of removal of TENANT'S movable trade fixtures and other personal property which under the terms of this LEASE would remain TENANT'S property upon the expiration of the TERM, as may be recoverable by TENANT in TENANT'S own right, provided further, that no such claim shall diminish or otherwise adversely affect LANDLORD'S award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

13. **DAMAGE OR DESTRUCTION.** If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by LANDLORD. In the meantime, if the PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT'S agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of the Lease. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eighty (180) days after the date of the casualty, TENANT may terminate this Lease but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square

footage of Premises so taken. All such calculations shall be performed by LANDLORD.

14. **SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease, TENANT shall surrender the PREMISES to LANDLORD in substantially the same condition as the PREMISES were in at the beginning of this Lease and in good and clean condition, reasonable wear and tear excepted. LANDLORD must be advised at least sixty (60) days in advance of nonrenewal of Lease by TENANT or TENANT will be liable for an additional month's rent. Should TENANT remain in possession of the PREMISES after the expiration of the term or earlier termination of this Lease, with or without the consent of LANDLORD, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which LANDLORD may have against TENANT for holding over unlawfully, provided, however, that if TENANT holds over with the prior written consent of LANDLORD, the rent installments will not be doubled as hereinabove provided.

15. **ALTERATIONS.** TENANT shall not make any alterations, additions or improvements to the exterior or interior of the PREMISES or to any other property of LANDLORD, without LANDLORD'S prior written consent, or erect or install any additional improvements, signs and equipment without LANDLORD'S prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without LANDLORD's written prior and explicit consent. Should any governing authority demand removal of any alterations, said removal will be at TENANT'S sole expense and responsibility. TENANT holds LANDLORD harmless and indemnifies LANDLORD from any responsibility as a result of improvements made to the premises by TENANT. If any mechanic's or construction lien is recorded against the PREMISES or against TENANT'S leasehold interest in the PREMISES by reason of work, labor, services or materials supplied or claimed to have been supplied to TENANT, TENANT shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, the LANDLORD'S interest in the PREMISES shall not be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for TENANT. TENANT shall never, under any circumstances, have the power to subject the interest of LANDLORD in the PREMISES to any mechanics', construction or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of LANDLORD in the PREMISES. Any lien filed against the PREMISES in violation of this paragraph shall be null and void and of no force or effect.

16. **MAINTENANCE.** LANDLORD will maintain the structural components of the Hangar, including doors and door mechanisms. TENANT shall maintain the Hangar space in neat and orderly condition and shall keep the hangar floor clean and clear of debris, oil, grease, and/or toxic chemicals. No hazardous or flammable materials will be stored within or about the PREMISES unless stored within an EPA or local Fire Marshall approved container. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. This Lease, at LANDLORD's option, shall be terminated if TENANT willfully or negligently causes damage to LANDLORD'S property, including specifically, but not limited to, any of the following:

16.01 Paints or otherwise covers the internal or external walls floor or ceiling of the PREMISES without LANDLORD'S prior written consent;

16.02 Dumps oil, gas or any harmful liquids or solids anywhere on LANDLORD's property other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to the dumping or leaking of any gasoline or oil, then TENANT shall immediately repair same at TENANT's expense within five (5) days after written notice from LANDLORD, or, at LANDLORD's option, LANDLORD shall repair same, in which event TENANT shall reimburse LANDLORD for all of LANDLORD's costs and expenses relating to such repair within five (5) days written demand by LANDLORD.

16.03 Parks cars, trucks, campers, trailers, or airplanes on any of the grass areas of LANDLORD'S property or anywhere except designated parking areas for such vehicles.

LANDLORD also has the right, in addition to terminating this Lease, to collect damages from TENANT for repairs made by the LANDLORD to return the property to the condition it was in at the time of delivery to TENANT. It is further expressly understood that no tie-down or parking, or storage of any aircraft is permitted outside of the hangar overnight. During normal daytime business operations, aircraft temporarily being staged for departure or re-positioning must have a TENANT representative available at the leased PREMISES. At no time shall TENANT representative leave an aircraft outside of the Hangar or leased PREMISES unattended. Further, no storage of boats, trucks, trailers, or mobile homes is permitted outside of the hangar or anywhere on LANDLORD's property. No pets or other animals are allowed on the property, except as handicap assistance animals.

17. **TENANT'S LOSSES.** All personal property of TENANT shall be kept in the PREMISES at TENANT'S sole risk. LANDLORD shall not be liable to TENANT for any damage or injury to TENANT, its employees, agents, guests or invitees, or to any property of TENANT, for any reason whatsoever, including but not limited to the acts, omissions or negligence of LANDLORD or any other TENANT or their employees, agents, guests or invitees, or due to theft, vandalism, or water damage, and TENANT shall hold LANDLORD harmless from any such damage or injury.

18. **UTILITIES.** LANDLORD will provide water and normal building maintenance without additional cost to TENANT, provided, however, that LANDLORD reserves the right to collect as additional rent fee(s) for consumption of utilities by TENANT beyond normal requirements as determined by LANDLORD. TENANT shall not install or use any special equipment, which uses extraordinary amounts of electricity without the prior written consent of LANDLORD, which may be withheld in LANDLORD's sole discretion, and the only electricity consumed on the PREMISES shall be for purposes compatible with the existing electrical services and wiring. LANDLORD shall not be liable for any disruption of any of the above-referenced utility or other services, nor shall TENANT be entitled to any reduction or abatement of any RENT or other TENANT PAYMENTS as a result of any such disruption.

☐ If checked, LANDLORD shall also provide electrical service without additional cost to TENANT. If not checked, TENANT shall be solely responsible for all costs associated with the electrical service including any initial connection or disconnection charges, as well as all monthly or other fees.

19. **NOTICES.** All notices to be given hereunder shall be in writing and shall be sent by mail to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed thereto.

20. **DEFAULT.** Failure to pay the rent by the tenth (10th) of the month or to cure any other default as soon as reasonably practical and in any event within ten (10) days after written notice by LANDLORD, or commencement of bankruptcy or insolvency proceedings against the TENANT, or if TENANT makes an assignment for the benefit of creditors, or suffers this Lease to be taken under any writ of execution or attachment, or if TENANT vacates or abandons the PREMISES, then any of such events shall constitute a default hereunder and the LANDLORD shall have the right at its option to terminate TENANT'S possession and to enter the PREMISES and remove all persons and property therefrom forcibly or otherwise, and the TENANT hereby waives any and all notices required by law to terminate TENANT'S tenancy, and waives all legal proceedings to recover possession of the PREMISES and specifically agrees that LANDLORD may dispossess TENANT without institution of any legal proceedings whatsoever. LANDLORD shall in that event post a notice to TENANT at the PREMISES with a three (3) day warning that if the default is not cured the TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the event of default hereunder, the LANDLORD may, at its option, enter the PREMISES as the agent of the TENANT and relet the PREMISES as the agent of the TENANT at such price and upon such terms, and for such duration of time, as LANDLORD may determine, and receive the rent and apply the same to the payment of the rent due from TENANT, and the TENANT shall pay any deficiency, but any excess monies shall be the sole property of LANDLORD. TENANT agrees to pay all costs of eviction, collection, and reasonable attorneys' fees, in the event LANDLORD engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/or bankruptcy against TENANT. LANDLORD'S remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right. All personal property of the TENANT on the PREMISES is hereby pledged and assigned to the LANDLORD as security for the payment of the rent, and the LANDLORD'S lien may be enforced by distress foreclosure or otherwise at LANDLORD'S election. TENANT agrees that LANDLORD may enforce this lien when default has occurred by denying TENANT access to the leased PREMISES and/or by seizure of the TENANT'S personal property, and TENANT hereby waives any claims of trespass, damage or loss occasioned by LANDLORD exercising any of the rights set forth herein.

21. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that the TENANT has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the TENANT of the same type and kind, in the sole opinion of the LANDLORD and regardless of whether the TENANT has cured each such individual condition of breach or default as provided in this lease hereinabove, the TENANT shall be determined by the LANDLORD to be an "habitual violator." At the time that such determination is made, LANDLORD shall issue to TENANT a written notice advising of such determination and citing the circumstances therefor. Three (3) such notices to TENANT by LANDLORD shall automatically negate any renewal options offered to TENANT pursuant to paragraph 1.09 at the sole discretion of LANDLORD.

22. **USE.** The PREMISES shall be used and occupied by TENANT solely for the purposes set forth in Paragraph 1.11 above and for no other purposes whatsoever without limiting the foregoing. Under no circumstances shall the premises be used for any Fixed Base Operation or Aviation Fuel service. TENANT agrees that LANDLORD may establish and amend from time-to-time reasonable Rules and Regulations regarding the use, operation and maintenance of the Premises and the complex housing same, and TENANT covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time. TENANT shall not use the Hangar as a commercial repair/maintenance shop, and further no maintenance on TENANT's aircraft shall be performed in the Hangar without the prior written approval of LANDLORD, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. TENANT is not permitted to physically

occupy the Hangar with both sliding hangar doors in the fully closed position, nor is TENANT to block the adjacent Hangars beyond what is necessary for ingress and egress.

23. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** TENANT shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the leased PREMISES, including FAA regulations and rules and regulations of the applicable airport, and shall comply with all rules and regulations promulgated by LANDLORD of which TENANT is notified; including without limitation rules and procedures established for the safety and security of aircraft, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. TENANT acknowledges receipt of a copy of the rules and regulations of the applicable airport, as well as a copy of advance precautionary measures in the event of a storm or hurricane. The TENANT further acknowledges LANDLORD reserves the right to 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 PREMISES, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the AIRPORT.

24. **SAFE USE OF PREMISES.** LANDLORD at its expense shall provide and keep in good working order fire extinguishers on the PREMISES which must be an "ABC-type" or other type acceptable to LANDLORD. TENANT agrees to make no unlawful, offensive, or noxious use of the leased PREMISES. In addition, no explosives, firearms, volatile or flammable chemicals, or any other property which would materially increase the hazard of fire shall be stored on the leased PREMISES. In addition, TENANT shall not perform any aircraft fuel transferring, welding, torch cutting, torch soldering, doping, within the PREMISES pursuant to applicable NFPA guidelines. **Painting is strictly prohibited.** TENANT shall be solely responsible for any and all fire inspection and/or other safety related inspection fees.

25. **AIRPORT SECURITY; ACCESS GATE.** It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport tenants and authorized users alike. The TENANT acknowledges that access to/from the airside portion of the Airport is through an automatic gate shared with other airside tenants and authorized users. The TENANT, its agents, contractors, subcontractors, employees, sub-Lessees, and guests shall gain access through this gate as approved by the LANDLORD.

26. **EXCESS REFUSE.** TENANT shall reimburse LANDLORD for any charges incurred by LANDLORD in removing any excess refuse of TENANT or its guests or invitees, within ten (10) days after written notice by LANDLORD or, at LANDLORD'S option, to be exercised by written notice from LANDLORD to TENANT, TENANT shall procure at TENANT'S expense its own trash or refuse removal.

27. **SUBORDINATION/ATTORNMENT TO MORTGAGES.**

27.01 **Mortgages.** This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the PREMISES are located and to all renewals, modifications, and extensions thereof. TENANT shall, upon request of LANDLORD, execute within five (5) business days, any subordination documents which LANDLORD or any mortgagee of the PREMISES may reasonably request, but no such documents shall be required to effectuate said

subordination.

27.02 **ATTORNMENT**. TENANT agrees that in the event of a sale, transfer or assignment of LANDLORD'S interest in the PREMISES, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by LANDLORD encumbering the PREMISES, to attorn to and to recognize such transferee, purchaser or mortgagee as the LANDLORD under this LEASE.

28. **CONSTRUCTION OF LEASE**. All the provisions contained herein shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In the event, at any future time, one or more of the provisions of this Lease shall be held to be void by any court of competent jurisdiction for any reason, such provision shall be deemed to be separable, and the remainder of this Lease shall be valid and in full force and effect.

29. **LANDLORD'S RIGHT TO ENTER PREMISES**. LANDLORD reserves the right to enter the PREMISES, without liability to TENANT, for routine inspections or for other purposes relating to the maintenance of the building in which the PREMISES is located, or, for any emergency or potentially hazardous conditions that may arise. If LANDLORD is not provided a key for the PREMISES and LANDLORD desires to enter the PREMISES, LANDLORD shall have the right to remove any lock installed by TENANT, and if LANDLORD replaces such lock, TENANT shall pay LANDLORD's cost of same. LANDLORD shall also have the right to exhibit the Premises upon reasonable notice of not less than twenty-four (24) hours to LANDLORD's lenders, and if within ninety (90) days of the end of a Term or in an event of default, to prospective tenants.

30. **TAXES**. TENANT shall be responsible for all real estate taxes, if any, and for assessments and special assessments charged by any governmental authority against the PREMISES (as to the land and/or the improvements contained thereon from time to time) during the TERM, if any. In the event any taxes are required to be paid by applicable law in lieu of real estate taxes, then TENANT shall be responsible for paying same to LANDLORD in the same manner as provided herein as to real estate taxes. Such real estate taxes and assessments shall be due and payable by TENANT to LANDLORD within ten (10) days after written demand by LANDLORD, which demand will include a copy of the then current real estate tax bill or assessment. The amount of taxes payable by TENANT shall be prorated as to the first and last years of this Lease based upon the number of days during the respective calendar years in which this Lease is in effect. To the extent that this Lease terminates or expires prior to the time that the tax bill has been issued for that applicable calendar year, the parties will prorate the taxes as of the expiration or termination date based upon the prior year's tax bill, which will be subject to re- proration upon receipt of the actual tax bill for such year. This paragraph will survive the expiration or termination of this Lease.

Notwithstanding the preceding subparagraph, in the event that TENANT disputes any of the real estate taxes levied against the PREMISES, the LANDLORD shall permit TENANT to place in an escrow account to be held with a law firm mutually agreed upon by LANDLORD and TENANT, both acting reasonably, the amount of the taxes in dispute whereupon the TENANT may appeal any such assessment of taxes. LANDLORD shall cooperate with TENANT in so prosecuting such appeal provided same is done at no cost or expense to LANDLORD. In the event that TENANT wins any such appeal, then TENANT shall be permitted to immediately receive that portion of the funds being held in escrow which are the difference between the amount of the money escrowed and the adjusted amount of the taxes then due and owing. In the event TENANT is not successful in its appeal, then TENANT shall forthwith pay out of escrow all taxes then assessed plus any interest or penalties levied by the authorities thereon. Notwithstanding the foregoing, in the event that the holder of any mortgage encumbering this LEASE

requires that the taxes be paid to the governmental authorities as a condition to proceeding with any such appeal, then TENANT shall be required to comply with such requirement in lieu of paying the escrowed funds to a law firm as provided in this Paragraph. In the event TENANT is successful in any appeal and any refund is paid by the governmental authority in connection therewith, TENANT shall be entitled to receive such refund.

30.01 **PERSONAL PROPERTY TAXES.** TENANT shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment, and personal property of any kind owned, installed or used by TENANT in, on or upon the PREMISES, and all alterations, changes and additions thereto, including all leasehold intangible taxes assessed against the LEASE or the PREMISES.

30.02 **SALES TAX.** TENANT shall pay to LANDLORD, simultaneously with each TENANT PAYMENT, all applicable state and/or local sales use or excise taxes required by law to be paid in connection with each TENANT PAYMENT.

31. **TIME OF THE ESSENCE.** Time shall be of the essence in connection with all terms and conditions set forth herein.

32. **FINAL AGREEMENT.** This Lease represents the entire agreement between the parties, and any other statements, conditions, representations, or commitments are considered to be merged herein.

33. **SURVIVAL OF COVENANTS.** All portions of this Lease which may by necessity be required to be enforced by either party are enforceable beyond the date of the termination of this Lease.

34. **WAIVER.** The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the TENANT.

35. **MODIFICATION.** No modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing, referencing this Lease, and signed by both parties. A copy of any modification will be given to both parties.

36. **FAA REQUIREMENTS.** TENANT is aware that the Federal Aviation Administration regulates the use of airports. TENANT, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. LANDLORD is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. TENANT understands and agrees that the governmental authority owning the airport in which the PREMISES is located has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described Premises to such a height so as to comply with Federal Aviation Regulations Part 77, as said regulations may be amended from time to time. The TENANT expressly agrees for itself, its

successors, and assigns, to prevent any use of the herein described Premises which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

37. **HAZARDOUS WASTE.** TENANT agrees that it will comply with all environmental laws, whether local, state, or federal, as same may be amended from time to time. Without limiting the foregoing, TENANT agrees that it will (i) give written notice to LANDLORD at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of "Hazardous Waste" (as defined below) from or on the PREMISES; (ii) not use or employ the PREMISES or any portion of the Land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the PREMISES; (iii) defend, indemnify and hold LANDLORD harmless from and against any and all claim, damage, liability, expense or cost of any kind whatsoever, including, but not limited to, attorneys' fees and costs at all tribunal levels, which LANDLORD may suffer, incur or pay resulting from or arising out of any act or omission of TENANT, or TENANT'S Agents, or any other person on the PREMISES under color of authority of TENANT, effecting the handling, storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the PREMISES or any portion of the Land. Prior to TENANT producing, storing, and/or generating any Hazardous Waste from or on the PREMISES, TENANT shall obtain (and provide LANDLORD with evidence that it has obtained) environmental liability insurance naming LANDLORD and any mortgagee as additional insured. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to LANDLORD. The term "Hazardous Waste" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (i) an increase in mortality, (ii) an irreversible or incapacitating illness, or (iii) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or disposed, or otherwise managed, whether at such time of occurrence, it shall be deemed a violation of any Law. It is expressly understood and agreed by TENANT that TENANT shall be fully responsible for the disposal of any and all waste oil consumed, produced, and expended by TENANT. TENANT shall contract with an authorized oil disposal company and shall not utilize LANDLORD'S property, tanks, or equipment for disposing of any waste oil. The obligations of TENANT, as well as the foregoing indemnity in connection with this Paragraph, shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

38. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in the State. Additional information regarding Radon and Radon testing may be obtained from the county public health unit.

39. **LITIGATION VENUE/APPLICABLE LAW.** This LEASE shall be governed and construed only in accordance with the laws of the State of Florida. The parties agree that the sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Citrus County, Florida. The prevailing party in any litigation arising out of or related to this Lease shall be entitled to its reasonably incurred attorneys' fees and costs. In the event of a counterclaim, the prevailing party shall be the party receiving the higher monetary award. TENANT HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

[Signatures on Following Page]

SAMPLE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

LANDLORD:

**CITRUS COUNTY, FLORIDA a political
subdivision of the State of Florida:**

Steve L. Howard
County Administrator

TENANT:

[INSERT TENANT]

[INSERT NAME] Authorized Member

COMPOSITE
EXHIBIT "A-1"

Proof of Good Standing from Secretary of State

COMPOSITE
EXHIBIT "A-2"

Proof of Current Aircraft Registration

Attached.

CITRUS COUNTY APPLICATION FOR HANGAR RENTAL

1. NON-COMMERCIAL TENANT

Name: _____
Address: _____
Telephone: _____ Cell: _____
E-mail: _____ Other: _____

- 1.1 If applicable, provide evidence of incorporation in the State of Florida (Good Standing Certificate).
- 1.2 If applicable, provide a list of the names, addresses and telephone numbers of the principal(s) of the business having an interest equal to 51% or more of the assets or earnings of the operations.
- 1.3 Provide DUNS number, EIN, or social security number of individual: _____.
- 1.4 Provide the proposed commencement date for operations and the proposed term.

2. NON-COMMERCIAL TENANT FINANCIAL BILLING CONTACT(S)

Name: _____
Address: _____
Telephone: _____ Cell: _____
E-mail: _____ Other: _____

3. NON-COMMERCIAL TENANT 24 HOUR EMERGENCY CONTACT

Name & Title: _____
Address: _____
Telephone: _____ Cell: _____
E-mail: _____ Other: _____

4. NON-COMMERCIAL TENANT INSURANCE CONTACT

Name & Title: _____
Address: _____
Telephone: _____ Cell: _____
E-mail: _____ Other: _____

4.1 Provide insurance certificate.

5. REFERENCES

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with your activities at each airport where you operated during the past three (3) years (*attach additional sheets as necessary*):

Reference 1

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

6. CREDIT/BACKGROUND CHECK

By signing this Application below, the Applicant consents to Citrus County obtaining a credit/background check of the Company/Applicant in relation to its request to rent a hangar from Citrus County, Florida.

7. AIRCRAFT

Please provide the proposed aircraft make and model as well as Serial Number, Registration Number, and to whom the aircraft is registered.

=

8. APPLICATION FEE

Company/Applicant shall deliver a non-refundable application fee in the amount of two hundred and 00/100 dollars (\$200.00) payable to Citrus County, Florida.

9. ADDITIONAL INFORMATION

Submit or return this completed application, the application fee, and the items listed above, the application fee and any additional information or materials requested by Citrus County, Florida, to:

**Citrus County Government
Aviation Project Manager
Attn: Todd Regan
3600 W. Sovereign Path, Suite 210
Lecanto, Florida, 34461**

Signature

Date

Print Name

Phone Number



G.1.

AGENDA MEMORANDUM

FROM:					
SUBJECT:	Aviation Education Opportunities				
AGENDA DATE:	July 9, 2026				
<u>BRIEF OVERVIEW:</u> Withlacoochee Technical College/Citrus High School					
<u>STRATEGIC PLANNING ELEMENT:</u>					
<u>BUDGET IMPACT/FUNDING SOURCE:</u>					
Account No.	Account Title	Current Budget	YTD Expenditure	Encumbrances	Available Balance
<u>RECOMMENDED ACTION:</u> Withlacoochee Technical College/Citrus High School					
<u>ATTACHMENTS:</u> None					



AGENDA MEMORANDUM

FROM:						
SUBJECT:	Hangar Status Report					
AGENDA DATE:	July 9, 2026					
<u>BRIEF OVERVIEW:</u>						
Airport	Hangar Type	Total	Occupied	Vacant	Waiting List	Lease Renewals
INF	T Hangars	16	16	0	2	2
CGC	T Hangars	20	19	1	1	1
CGC	Box Hangars	2	2	0	6	0
<u>STRATEGIC PLANNING ELEMENT:</u>						
<u>BUDGET IMPACT/FUNDING SOURCE:</u>						
Account No.	Account Title	Current Budget	YTD Expenditure	Encumbrances	Available Balance	
<u>RECOMMENDED ACTION:</u>						
Airport	Hangar Type	Total	Occupied	Vacant	Waiting List	Lease Renewals
INF	T Hangars	16	16	0	2	2
CGC	T Hangars	20	19	1	1	1
CGC	Box Hangars	2	2	0	6	0
<u>ATTACHMENTS:</u>						
None						