

Regular Meeting Agenda

March 2, 2020

Call to Order – 4:00pm

- Call to Order – Chairman
- Pledge of Allegiance
- Meeting Minutes & Financial Report Acceptance
- Agenda Approval
- Executive Director’s Report
- Business Partner Updates
- Business Items –
 - Annual Audit Presentation
 - Resolution 2020-02 –Authority Election Delegation
 - Terminal Apron Reconstruction – Contracts
 - T-Hangar Lease Policy Amendment - “Leasehold Improvements”
- Public Comment – General
- Member Comments and Reports
- Adjournment

Meeting Details

Meeting Agenda Approval –

Executive Director's Report –

Upcoming Items of Interest & Update of Projects

- T-Hangar Project Update –
- Restaurant Update – *Opened Saturday, February 29th*
- Air Service Conference Update – *April 15-17, 2020*
 - *14 Confirmed Airlines*

Meeting Details

Business Partner Updates –

- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation
- Mr. Sam Barresi, SAAPA Liaison
- Mr. Dan Nehring , NGC
- Ms. Tammy Albin, ATCT
- Mr. Doug Burnett, Airport Attorney

Agenda – Annual Audit Presentation

Carr, Riggs & Ingram

Bret Stone - Presenter



Board Discussion

Public Comment

Motion and Discussion

Action



Agenda – Resolution 2020-02

Authority Election Process Delegation

- Provides for Supervisor of Elections Assistance
- Assures Authority Election Conducted In Accordance With Florida Statues

Board Discussion

Public Comment

Motion and Discussion

Action



Agenda – Terminal Apron Reconstruction Contracts

Passero Associates

- Supplemental Agreement 20-84R
- Not To Exceed \$245,000

Halifax

- Not to Exceed \$3,219,437

Board Discussion

Public Comment

Motion and Discussion

Action

Agenda – Lease Policy Amendment

Adds Paragraph” t” to Section 6.6.1.4 “T-Hangars....”

- Provides Language Pertaining to Leasehold Improvements –
 - Limitations, Review and Approval, Requirements, Fees, and Penalties

Board Discussion

Public Comment

Motion and Discussion

Action

Public Comments

General

- **Three (3) Minutes per Speaker**
- **Address Matters that Reasonably May Need Attention of the Authority**

RULES OF DECORUM

- **May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior**
- **Please Address the Authority as a Whole, Not Any Individual Member**
- **Please Refrain From Making any Demand for an Immediate Response From the Authority**

Authority Members

Comments and Reports

Mr. Bruce Maguire

Mr. Steve Kira

- TPO

Mr. Randy Brunson

- EDC

Mr. Justin Mirgeaux

- Aerospace Academy

Ms. Suzanne Green

Items of Interest

2020 Conferences:

- Annual AAEE Conference & Exposition, Denver, CO, May 10th – 13th
- Annual FAC Conference & Exposition, Orlando, FL, July 19th – 22nd
- ACI-NA World Conference & Exhibition, Grand Rapids, MI, Sept 12th – 15th

Proposed Meeting Dates

- Proposed Regular Meeting – April 6th @ 4pm

Adjournment

RESOLUTION 2020-02

WHEREAS, the St. Augustine - St. Johns County Airport Authority (the "Authority") is a special district as created by a special act of the Florida legislature, and is located entirely within the boundaries of St. Johns County, Florida and,

WHEREAS, the St. Augustine - St. Johns County Airport Authority desires that the Supervisor of Elections of St. Johns County, Florida conduct the election of the members of the Authority in accordance with Florida Statutes Chapter 189.405; and,

NOW THEREFORE BE IT RESOLVED BY THE ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY THAT:

1. All candidates for election to the St. Augustine – St. Johns County Airport Authority shall qualify in accordance with the procedures for qualifications of candidates adopted by the Office of the Supervisor of Elections and shall comply with the provisions of the Charter of the Authority, the Florida Elections Code, and the procedures for elections adopted by the Supervisor of Elections of St. Johns County, Florida.
2. The electors for the Authority shall elect five (5) Members, three (3) Members elected for Group 1, 2 & 3 as of the 2018 Election Date and two (2) Members elected for Group 4 & 5 as of the 2020 Election Date. The elections for the Authority shall be the same date as the general election.
3. The Authority Members shall be elected on a non-partisan basis.
4. Each person elected to the Authority shall take office the first Tuesday after the first Monday in January following the election serving a term of four (4) years.
5. The current Authority Members are:
 - a. Group 1 – Suzanne Green
105 B Solana Rd
Ponte Vedra, FL 32082
January 1, 2019 – December 31, 2022
 - b. Group 2 - Justin Mirgeauz
153 Myrtle Brook Bend
Pont Vedra, FL 32081
January 1, 2019 – December 31, 2022
 - c. Group 3 – Bruce Maguire
PO Box 2202
St. Augustine, FL 32085
January 1, 2019 – December 31, 2022
 - d. Group 4 - Randy Brunson
22 Comares Ave., Ste 2A
St. Augustine, FL 32080
January 1, 2017 – December 31, 2020
 - e. Group 5 - Steve Kira
816 Eagle Point Drive
St. Augustine, FL 32092
January 1, 2017 – December 31, 2020

WITNESSETH: Adopted the 2nd Day of March 2020 in Regular Session by the St. Augustine - St. Johns County Airport Authority.

(SEAL)

WITNESS:

Suzanne Green, Chairman

Steve Kira, Secretary/Treasurer

6.3 T-Hangar, Box Hangar & Tie Downs Aviation Leases

6.3.1 ALL AUTHORITY OWNED UNITS -

It shall be the policy of the St. Augustine - St. Johns County Airport Authority that the lease of all Airport Authority T-Hangar, Box Hangar & Tie Downs shall be consistent with this section.

Implementation Procedures

1. All T-Hangar, Box Hangar and Tie Down Type Aircraft Storage owned and operated by the St. Augustine – St. Johns County Airport Authority are subject to the provisions of this Policy.
2. All covered hangar rental units are required to have an executed lease agreement covering the terms and conditions of the rental. All rental agreements are subject to periodic review and adjustment, as deemed appropriate by the Airport Authority.
3. The Executive Director is charged with implementation of this Policy.
4. Rental Agreement - A rental agreement shall be required of all individuals desiring to use the hangar facilities operated by the Authority. Such agreement shall contain the following items, as a minimum:
 - a. Named Lessee shall mean (i) for T-Hangar leases, a single person or a single entity and the ownership shall have a direct and verifiable connection to the title owner or lessee of the Listed Aircraft stored in the hangar , (ii) for Box Hangar leases, up to two persons or entities (or a person and an entity) and shall have a direct and verifiable connection to the title owner or lessee of the Listed Aircraft stored in the hangar. A named lessee may not be changed during the term of a lease.
 - b. Lease Term shall be for one (1) year or less and shall be automatically renewed for additional one-year periods upon expiration provided that no lease shall automatically renew if there has been a default in payment or other breach of the lease. All leases of hangars covered by this policy shall have an expiration date of September 30th. This provision shall have a minimum thirty (30) day advanced notification requirement for early termination by either party.
 - c. Initial Rental Rate shall be shown on the agreement. The rental amount may be adjusted at the time of renewal as provided by a majority vote of the Airport Authority and with an advance notification of the increase having been made to the tenant.
 - d. Rental Agreements shall be for the exclusive use of a single tenant for T-Hangar Units and Tie Downs & not more than two named Lessees for Box Hangar units. No subleases or sub-uses shall be permitted. Multiple occupancy agreements applicable to Box Hangars require all parties to be "named Lessees" and to be jointly and severable liable for all lease obligations.
 - e. Rental Adjustments except as directed otherwise by the Authority, all T-Hangar leases shall be subject to annual CPI adjustments. The adjustments shall be

provided for administratively by the Executive Director without additional action required of the Authority. Additionally, at the direction of the Authority or at increments not greater than 3 years, the Authority shall review and adjust, as necessary, all base T-hangar rates to FMRV. This adjustment shall serve as the base for all subsequent annual CPI rental adjustments.

- f. Assignment. Hangar Leases are not transferable and not assignable. However, transfers/assignment to heirs of an estate shall be allowed, provided written consent is obtained by the Lessee heirs or successors from the Executive Director.
- g. Consistent with other Authority Policies, all rent shall be deemed due and payable on the first day of the month, in advance of use. Late fees shall apply to all rentals received after the tenth of the month due. Any account found to be in arrears in excess of 30 days shall be subject to forcible eviction.
- h. All Standard Airport Lease Clauses shall apply to rental agreements.
- i. All Applicable Rules and Regulations promulgated by the Authority related to the operation of an aircraft or other vehicle on the airport, conditions of building use and conduct shall be incorporated directly or by reference in the Rental Agreement. Strict adherence to Local, State and Federal rules and regulations shall be a condition of continued rental.
- j. A List of Aircraft to be stored in the hangar shall be provided to the Executive Director and shall be updated by the Tenant within 10 days of any changes of aircraft proposed for storage. Tenants may not list an Aircraft as being stored in more than one hangar.
- k. Inspection and Verification of the hangar contents, specified aircraft, and maintenance needs is required to be accomplished annually by airport staff or as otherwise determined to be necessary in the interest of protecting, preserving and maintaining the Authority property.
- l. Insurance may be required as a condition of rental. This requirement shall be periodically reviewed by the Authority and adjusted as necessary.
- m. Indemnification of the ~~Landlord~~Airport Authority, all Authority Members or Staff persons shall be required as a condition of rental. All multi-tenant lease arrangements are at a Lessee "at-risk" with regard to aircraft damage as a result of a shared leasehold. The Authority assumes no liability for hangar sharing liability or property damage risks associated with the tenancy.
- n. All lease terms shall be developed using the appropriate "standard form" lease agreement generally conforming to that found in Section 9.3.
- o. All utilities, phone service and related items are the obligation of the lessee.
- p. Fair Market Value determinations shall exclude sales tax in such computation.
- q. All leases may be subject to sales and ad Valorem taxation as provided by the general laws of the State of Florida, which taxes shall be paid by Lessees as additional rent.

- r. Guests of Lessees may use a leased hangar unit and store an aircraft in the hangar on a short-term basis of thirty (30) days or less provided the Lessee notifies the Executive Director of the Guest's use of the hangar and specifies a targeted start and end date of the use. Guest use shall be limited to one Hangar for one thirty (30) day time period during any one year, thereby preventing a Guest use from migrating to successive hangars and avoid paying rent.
- s. Hangar Use shall be limited to the following aeronautical uses: 1. Storage of active aircraft. 2. Final assembly of aircraft under construction. 3. Non-commercial construction of amateur-built or kit-built aircraft. 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- t. Alterations/Improvements. Tenant(s) shall not make any addition, alteration or improvement to the Premises. T-Hangar and Box Hangar standard form leases strictly prohibit alterations.
- 1) Penalty for Unauthorized Alterations. Any unauthorized tenant alteration or improvement to the Premises shall require the Tenant to pay a \$500.00 penalty as additional rent. Should the Tenant fail to pay, the lease shall automatically terminate and Tenant shall not be allowed to renew the lease. Unauthorized alterations or improvements may be approved after-the-fact by the Executive Director in his sole and exclusive discretion in accordance with the process and limitations set forth below for Authorized Improvements, including but not limited to obtaining any and all permits, inspections certificates of occupancy and engaging licensed professionals.
 - 2) Authorized Improvements. A Tenant desiring to make an authorized improvement shall pay, as additional rent, \$250.00 for the administrative cost of the Executive Director and his staff reviewing the request, analyzing the request and any related inspections. The Executive Director may approve Tenant alterations which serve as improvements to the Premises and do not impair the value of the Premises or future marketability of the leasehold and do not render the Premises unsafe in the Executive Director's discretion and judgment. Items such as additional electrical outlets, plumbing, flooring, wall coverings, temporary walls and related improvements may be considered. Any and all permits, including engineered drawings, shall be submitted to the Executive Director for review before the commencement of any work. All work shall be performed by licensed contractors or trades and absolutely no work shall be performed without the supervision of a licensed contractor or trade professional and absolutely no work shall be self-

performed by the Tenant. Any and all warranties shall be issued in the name of Tenant and the Airport Authority as a third-party beneficiary. Maintaining uniformity and utility of the Premises on a consistent basis shall be a determining factor for any improvement.

- 3) Restoration and Repair of Improvements. Regardless of whether authorized or unauthorized, the Executive Director may require the alterations or improvements to be removed and the Premises restored or repair whether at Lease expiration or sooner, in the Executive Director's sole and exclusive discretion. In connection with authorizing an improvement, the Executive Director may require the Tenant pay the Airport Authority an amount equal to the estimated cost to repair and restore the Premises, which amount may exceed the initial cost Tenant paid for the alteration or improvement. Such payment shall be nonrefundable and count as additional rent. No authorized improvement shall proceed unless and until such payment is actually made to the Airport Authority. Unauthorized improvements shall also require such a repair or restoration payment or be subject to the automatic termination of their Lease unless otherwise determined in the Executive Director's sole and exclusive discretion.
- 4) Indemnification. In the event any alterations or improvements are made to the Premises, regardless of whether authorized or unauthorized, the same shall be made at the cost, charge and expense of the Tenant, and Tenant shall indemnify and hold harmless Airport Authority from all costs, expenses, claims, liabilities and responsibilities of every nature whatsoever arising out or in connection with any such alterations or improvements.
- 5) Alterations and Improvements Are Owned by Airport Authority. All such alterations or improvements, including any items attached or affixed to the Premises, shall automatically become a part of the Premises and the property of the Airport Authority upon the termination or expiration of the Lease.
- 6) No Liens. NOTWITHSTANDING ANY CONSENT BY THE AIRPORT AUTHORITY TO THE MAKING OF ANY SUCH ALTERATIONS OR IMPROVEMENTS, AND REGARDLESS OF ANY OTHER PROVISION OF THE LEASE, THE INTEREST OF THE AIRPORT AUTHORITY IN THE PREMISES SHALL NOT BE SUBJECT TO CONSTRUCTION, MECHANIC'S, EQUITABLE OR ANY OTHER LIENS BY, FOR BENEFITS OR FILED FOR THE ACCOUNT OF, ANY PERSON, FIRM OR ENTITY FOR ANY WORK, LABOR, SERVICES OR MATERIALS CLAIMED TO HAVE BEEN PERFORMED OR FURNISHED FOR OR ON BEHALF OF TENANT, ITS CONTRACTORS, AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO LIENS FOR ALTERATIONS OR IMPROVEMENTS BY TENANT AT OR FOR THE PREMISES OR ITS ASSOCIATED

GROUNDS OR PARKING AREAS, AND THE AIRPORT AUTHORITY
SHALL HAVE NO OTHER LIABILITY WHATSOEVER FOR TENANTS
ALTERATIONS OR IMPROVEMENTS.

5. Any lease declared in default may be, at the discretion of the Executive Director, be subject to random inspection as necessary to confirm compliance with all Airport Rules & Regulations, Policy and the Lease and, further, may be subject to eviction or other proceedings to terminate the tenancy and remove the lessee.

ADMINISTRATIVE: *Standard Form Land Lease document in Section 9.3. Additional Administrative Requirements pertaining to T-Hangar Type Leases is contained in Section 8, 8.10 and 8.11.*

ADDENDUM TO LEASE AGREEMENT

(T-Hangar and Box Hangar Only)

TENANT INFORMATION:

Name:
Address:
City: State: Zip:
Telephone # Alternate #
E-mail Address:

LANDLORD INFORMATION:

St. Augustine - St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, FL 32095
Phone (904) 209-0090 FAX (904) 209-0528
E-mail: ckh@sgj-airport.com

Hangar ID # _____

- Authorized Improvement: \$250.00
 Unauthorized Improvement: \$750.00 (\$250.00 plus \$500.00 penalty)
 Additional Amount to be Paid For Removal/Restoration of Premises: \$_____

TOTAL: \$_____

The Landlord and Tenant are parties to that certain Lease agreement concerning the above-listed Hangar Unit. This addendum relates only to the specified Hangar Unit, the Premises, and related Lease.

Tenant desires to perform improvements to the Premises as described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Subject Improvements"). Tenant is not permitted to undertake any alterations or improvements to the Premises without first obtaining Landlord's prior written authorization, which the Executive Director can withhold in the Executive Director's sole and exclusive discretion. Landlord is willing to give, subject to the terms and conditions set forth in this Addendum authorization for the Subject Improvements.

1. Consent. Landlord hereby consents to the performance of the Subject Improvements, subject to the terms and conditions set forth herein. Nothing in this Addendum shall be deemed to constitute Landlord's consent to any further alterations or improvements to the Premises. In addition to the other requirements set forth in this Addendum, Tenant must continue to comply with the requirements of the Lease and related Airport Policy. Subject to Tenant's indemnity obligations set forth below, Landlord agrees to Tenant undertaking the Subject Improvements.
2. Cost. Tenant acknowledges and agrees that Tenant must bear all costs and expenses of any kind related to or arising from the performance and completion of the Subject Improvements without any reimbursement, compensation or contribution whatsoever from Landlord.
3. Conditions to Commencement of the Subject Improvements. Before commencing work on any portion of the Subject Improvements, Tenant must:
 - a. Submit to Landlord, and obtain Landlord's approval of, the proposed construction details (including, without limitation, construction contracts, plans, specifications, drawings, summary scope of work, and narrative installation procedures) for the Subject Improvements (collectively, the "Plans and Specifications"), as Landlord may request. If Tenant desires to revise the Plans and Specifications after the same have been approved by Landlord, then Tenant must re-submit the revised portion of the Plans and Specifications to Landlord for its approval (and obtain Landlord's approval thereof) before commencing any work relating thereto;
 - b. Only proceed with the Subject Improvements after all permits and authorizations necessary therefor have been obtained (copies of such permits and authorizations shall be provided to Landlord upon request); and
 - c. Submit evidence to Landlord that Tenant and each contractor and subcontractor performing work in connection with the Subject Improvements maintains the relevant insurance coverages required by Airport Authority policy.
4. Indemnity. Tenant acknowledges and agrees that its indemnification obligations under the Lease and this Addendum apply to all liabilities, expenses, losses, costs, deficiencies, fines, liens, penalties and damages of any kind or nature, including reasonable attorneys' fees, that Landlord or its affiliates, directors, officers, shareholders, members, agents or employees may suffer in connection with the performance of the Subject Improvements, including (a) any failure to complete the Subject Improvements in compliance with applicable laws, rules, regulations, codes or ordinances, (b) any entry by any person onto the Premises or Airport in connection with the Subject Improvements, (c) any additional work required by law to be done at the Premises that is discovered or required due to the Subject Improvements (including, without limitation, bring any system or the Premises in compliance with current building codes), and (d) Tenant's or Landlord's execution of any permit application, owner's authorization or other licensure applications in connection therewith and the submission of those applications to any governmental authority.
5. Ownership of Subject Improvements. Landlord hereby declares, and Tenant acknowledges, that (a) Landlord shall be the owner of the Subject Improvements to the Premises and (b) the Subject Improvements to the Premises shall remain as part of the Premises after the expiration or termination of the Lease unless otherwise required to be removed or the Premises repaired or restored at Landlord's sole and exclusive discretion. Upon Landlord's request, Tenant shall assign and transfer to Landlord any and all warranties and guarantees relating to the Subject Improvements.

6. Any breach by Tenant of this Addendum shall be deemed to be a breach of the Lease. This Addendum (and the Lease as supplemented hereby) embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Addendum except for any and all representations made by Tenant in connection with the Subject Improvements, scope of work and related matters.

TENANT:	LANDLORD: St. Augustine - St. Johns County Airport Authority
BY: _____	BY: _____
DATE: _____	DATE: _____

Subject Improvements Exhibit "A"

Attached Plans and Specifications and Scope of Work

HANGAR LEASE

(T-Hangar)

TENANT INFORMATION:

Name:
Address:
City: **State:** **Zip:**
Telephone # **Alternate #**
E-mail Address:

Stored Aircraft Information:

Name of Owner/Lessee of Aircraft:
Tail No.: **Year** **Make** **Model**
Color (Base) **Color (Trim)**

Hangar ID # **Initial Base Monthly Rental Rate \$** _____

LANDLORD INFORMATION:

St. Augustine - St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, FL 32095
Phone (904) 209-0090 FAX (904) 209-0528
E-mail: ckh@sgj-airport.com

Lease Inception Date:

The Landlord and the Tenant hereby covenant and agree as follows:

SECTION 1. LEASE OF ENCLOSED HANGAR UNITS – Landlord hereby demises and leases the T-Hangar Unit (the Premises) indicated above, and the Tenant hereby leases the Hangar from the Landlord, for the term, at the rental rate and on the conditions herein set forth.

SECTION 2. LEASE TERM – The lease term shall commence on the date indicated above and shall end the last day of the following September (one year or less), except this Lease shall automatically renew for one (1) consecutive year terms, unless otherwise earlier terminated. The lease shall not automatically renew for a successive year if the tenant has not timely paid rent or is otherwise in default. The parties' early termination rights are described in Section 27.

SECTION 3. PERMITTED USES – Hangar use shall be limited to the following aeronautical uses: 1. Storage of active aircraft; 2. Final assembly of aircraft under construction; 3. Non-commercial construction of amateur-built or kit-built aircraft; 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft; 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft. No other use is permitted. No commercial aviation activity shall be conducted utilizing Premises. Tenant shall promptly provide Landlord with a copy of the title or lease demonstrating Tenant's ownership or rights as a Lessee of the aircraft stored at the Premises at the time the aircraft is located on the Premises.

SECTION 4. RENT - Tenant agrees to pay Landlord the initial sum indicated above per month plus sales tax and, ad valorem tax, if applicable. Rent is due and payable on the first day of each month, in advance of use. A Late Fee of \$50.00 per month shall apply to all rents remaining unpaid after the tenth day of the month. Late fees shall be cumulative and shall not be Landlord's exclusive remedy. The rental rate may be adjusted with a minimum of thirty (30) days advanced notification of the increase having been made to Tenant. The rental rate shall also be subject to annual adjustments based on the Consumer Price Index, and from time to time the rental rate shall be adjusted to reflect Fair Market Rental Value. Each adjustment to Fair Market Rental Value shall serve as the base for subsequent annual CPI adjustments. Any such Fair Market Rental Value adjustment shall exclude sales tax in such computation.

SECTION 5. NOTICES - All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Tenant at the above indicated address and, if to Landlord, at 4796 U.S. Highway 1, North, St. Augustine, FL 32095. The Landlord and the Tenant may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS - Tenant will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by Landlord.

SECTION 8. ASSIGNMENT, AND GUESTS - Tenant may not assign this lease. Tenant may not sublease or store an aircraft not owned or leased by Tenant. Guest use of the Premises for less than thirty (30) days shall not be considered a sublease provided the Tenant gives written notice to Landlord prior to Tenant's Guest use, and provides a start and end date. No Guest shall be a Guest of any Tenant for a period of 12 months following their last Guest use.

SECTION 9. INSURANCE - Insurance Types and Limits are not presently required. However, the requirement for insurance may from time to time be reviewed and determined by Landlord.

SECTION 10. INDEMNIFICATION –

a. Tenant agrees to indemnify and hold harmless the Landlord and its agents, employees and members thereof, from any claim arising out of injury to any person or damage to any property resulting from Tenant's activity upon the Premises. If there are multiple Tenants of the Premises, then each Tenant is at-risk with regard to aircraft damage and other property damage as a result of the shared leasehold. Landlord assumes no liability for risks associated with a shared leasehold.

b. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense,

and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.

c. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased premises. Whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Building.

SECTION 11. SECURITY - Landlord makes no implication or guarantees as to the provision of security of the leasehold. The Tenant is solely responsible for the security of the Premises.

SECTION 12. UTILITIES - Landlord shall pay all normal and applicable costs and charges for water and electricity, and any other Landlord provided utilities used in connection with the Premises while this lease remains in force. Any excess use or abuse will be charged to and payable by Lessee. The hangar is provided with electrical outlets for the use of the tenant. It is provided for intermittent use of small electrical devices and normal lighting. Approved devices include items such as: vacuum cleaners, fans, small handheld power tools, small intermittent use battery chargers, radios, air compressors requiring less than 15 amps of peak current draw, or similar devices. The installation or placement of items that consume electricity on a continual basis or automatically cycle on-off such as refrigerators, freezers, dehumidifiers, air conditioners, and similar devices including household appliances or devices not considered with the approved use of the Premises, are not permitted except when complying with one (1) of the following conditions and as approved in writing by the Landlord: **(a)** The Tenant has caused the installation of a separate power meter along with whatever additional modifications are required to facilitate electrical service. All modifications consistent with this provision shall have the written approval of the Landlord; shall be properly permitted with St. Johns County; and shall be installed by a licensed contractor(s) approved for such work. The ongoing cost for electrical service shall be that of the Tenant. The improvements made shall at the expiration of the lease, be completely removed and the hangar restored to a condition like that prior to modification or at the option of the Landlord, shall become a leasehold improvement and become the property of the Landlord. Modifications for power will not be approved by the Landlord to facilitate more than the total leased units by any one Tenant in any one building; **OR (b)** A monthly surcharge would be paid by the tenant. The amount of the surcharge will be per Addendum "A" of this agreement, and as modified by the Landlord at the time of renewal or automatic extension. Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Premises without first procuring the written consent of Landlord, which Landlord may refuse.

SECTION 13. SIGNS - Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal. Landlord reserves the right to name the Building and to change the name or street address of the Building and to install and maintain all signs on the exterior and interior of the Building, including ADA signage.

SECTION 14. ACCESS AND PARKING - Tenant automobile parking for personal vehicles shall be permitted within the Premises or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on common taxiways. Other parking areas may be provided by Landlord. No on-street parking is permitted. Vehicle Access to the hangar area is to be accomplished through gates designated by Landlord. No hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the airport is a secured facility. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel. Tenant acknowledges that any violation of the provisions of this Section may result in immediate termination of this Lease.

SECTION 15. MAINTENANCE - Landlord assumes and retains reasonable maintenance responsibilities for the Premises, building and surrounding grounds. Tenant shall maintain the interior of the hangar, including any HVAC. Tenant agrees that in the event of abuse or damage to Landlord's property the cost of repairs may be charged to the Tenant. Landlord reserves the right to facilitate all maintenance and repairs of the Premises. Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or damage arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Premises.

SECTION 16. SOLID WASTE AND REFUSE DISPOSAL - The disposal of solid waste and refuse must be in conformance with the system of disposal used on the Airport and must comply with local and State governmental requirements, including compliance with airport recycling programs.

SECTION 17. HAZARDOUS STORAGE - No material of a hazardous or toxic characteristic shall be permitted to be stored in the Premises. This provision shall not apply to aircraft fuel and lubricants stored within an aircraft. The storage of fuel in portable containers, regardless of type, shall not be permitted in the Premises.

SECTION 18. SUITABILITY OF PREMISES - Tenant has examined the Premises before entering into this lease and does not rely upon any representations by Landlord as to the condition of the Premises or its suitability for Tenant's purposes.

SECTION 19. REMEDIES FOR DEFAULT - If Tenant fails to pay Landlord the rent required hereunder when due and said failure continues for thirty (30) days or if the Tenant otherwise fails to perform any of the Tenant's obligations hereunder and said failure continues for thirty (30) days, Landlord may declare a default and retake possession of the Premises, including retaking by but not limited to, forcible eviction. Landlord shall also be entitled to recover from Tenant any special damages to Landlord by reason of Tenant's default. The remedies specified above are not in limitation to any other remedies allowed by law. All costs incurred by Landlord in enforcing the terms of this lease shall be borne by Tenant, including reasonable legal fees. If Landlord declares a default, then the Premises shall be subject to random inspection as necessary to confirm compliance with all Airport Rules, Regulations, Policies, and this lease.

SECTION 20. AIRPORT MATTERS - This Lease is subordinate to the provision of any existing agreement between the Landlord and the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine - St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the State of Florida, the St. Augustine - St. Johns County Airport Authority.

SECTION 21. STANDARD PROTECTION CLAUSES - (a) Landlord 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 real property hereinafter described 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 said airspace, and for use of said airspace for landing on, taking off from, or operation on the St. Augustine - St. Johns County Airport. **(b)** The Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 22. COVENANTS - (a) As a part of the consideration for this Lease, Tenant covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed or claimed on or against this lease, leasehold, interest, lot or land or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed and whether the same be on or about the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the Landlord from said land herein leased, equal in amount to said rents. **(b)** That in the event the Tenant, without the written consent of the Landlord, shall sell, assign or in any manner encumber or pledge this lease, store any aircraft other than that indicated above, or if the Tenant shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or the St. Augustine - St. Johns County Airport Authority, or any of their departments, or bureaus applicable to said Premises, the Landlord may immediately terminate this Lease without prior notice.

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SECTION 24. DELIVERY OF POSSESSION – If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon Tenant may terminate this Lease and be entitled to the return of any and all deposits and rents paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Landlord tenders delivery of keys to Tenant. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent prorated on a per diem basis. Tenant taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition.

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SECTION 26. TERMINATION - Either party to this agreement may at any time terminate the agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Premises reach age of life, Landlord may terminate this Lease without advanced notice. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear, and in a broom clean condition. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's property, the cost of removal, including repairing any damage to the Premises caused by such removal, shall be paid by Tenant. Upon termination, Tenant shall surrender all keys to the Premises.

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- d. *Choice of Law.* This Lease shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively State Court in St. Johns County, Florida.
- e. *Corporate Authority.* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- f. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- g. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

- h. *Recording.* Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- i. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- j. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- k. *Time of the Essence.* Time is of the essence of this Lease.
- l. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.
- m. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed as of the date first above written.

TENANT:

LANDLORD: St. Augustine - St. Johns County Airport Authority

BY: _____

BY: _____
Cindy K. Hollingsworth, Office Manager

DATE: _____

DATE: _____

HANGAR LEASE

(Box Hangar)

TENANT INFORMATION:

Name:
Address:
City: State: Zip:
Telephone # Alternate #
E-mail Address:

Stored Aircraft Information:

Names of Owner/Lessee of Aircraft:
Tail No.: Year Make Model
Color (Base) Color (Trim)

Names of Owner/Lessee of Aircraft:
Tail No.: Year Make Model
Color (Base) Color (Trim)

Names of Owner/Lessee of Aircraft:
Tail No.: Year Make Model
Color (Base) Color (Trim)

Hangar ID # Initial Base Monthly Rental Rate \$ _____

LANDLORD INFORMATION:

St. Augustine - St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, FL 32095
Phone (904) 209-0090 FAX (904) 209-0528
E-mail: ckh@sgj-airport.com

Lease Inception Date:

The Landlord and the Tenant hereby covenant and agree as follows:

SECTION 1. LEASE OF ENCLOSED HANGAR UNITS – Landlord hereby demises and leases the Box Hangar Unit (the Premises) indicated above, and the Tenant(s) hereby leases the Hangar from the Landlord, for the term, at the rental rate and on the conditions herein set forth. Each Tenant is jointly and severally liable as to all lease obligations.

SECTION 2. LEASE TERM – The lease term shall commence on the date indicated above and shall end the last day of the following September (one year or less), except this Lease shall automatically renew for one (1) consecutive year terms, unless otherwise earlier terminated. The lease shall not automatically renew for a successive year if the tenant has not timely paid rent or is otherwise in default. The parties' early termination rights are described in Section 27.

SECTION 3. PERMITTED USES – Hangar use shall be limited to the following aeronautical uses: 1. Storage of active aircraft; 2. Final assembly of aircraft under construction; 3. Non-commercial construction of amateur-built or kit-built aircraft; 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft; 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft. No other use is permitted. No commercial aviation activity shall be conducted utilizing Premises. Tenant shall promptly provide Landlord with a copy of the title or lease demonstrating Tenant's ownership or rights as a Lessee of any aircraft stored at the Premises .

SECTION 4. RENT - Tenant agrees to pay Landlord the initial sum indicated above per month plus sales tax and, ad valorem tax, if applicable. Rent is due and payable on the first day of each month, in advance of use. A Late Fee of \$50.00 per month shall apply to all rents remaining unpaid after the tenth day of the month. Late fees shall be cumulative and shall not be Landlord's exclusive remedy. The rental rate may be adjusted with a minimum of thirty (30) days advanced notification of the increase having been made to Tenant. The rental rate shall also be subject to annual adjustments based on the Consumer Price Index, and from time to time the rental rate shall be adjusted to reflect Fair Market Rental Value. Each adjustment to Fair Market Rental Value shall serve as the base for subsequent annual CPI adjustments. Any such Fair Market Rental Value adjustment shall exclude sales tax in such computation.

SECTION 5. NOTICES - All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Tenant at the above indicated address and, if to Landlord, at 4796 U.S. Highway 1, North, St. Augustine, FL 32095. The Landlord and the Tenant may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS - Tenant will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by Landlord.

SECTION 8. ASSIGNMENT, AND GUESTS - Tenant may not assign this lease. Tenant may not sublease or store an aircraft not owned or leased by Tenant. Guest use of the Premises for less than thirty (30) days shall not be considered a sublease provided the Tenant gives written notice to Landlord prior to Tenant's Guest use, and provides a start and end date. No Guest shall be a Guest of any Tenant for a period of 12 months following their last Guest use.

SECTION 9. INSURANCE - Insurance Types and Limits are not presently required. However, the requirement for insurance may from time to time be reviewed and determined by Landlord.

SECTION 10. INDEMNIFICATION –

- a. Tenant agrees to indemnify and hold harmless the Landlord and its agents, employees and members thereof, from any claim arising out of injury to any person or damage to any property resulting from Tenant's activity upon the Premises. If there are multiple Tenants of the Premises, then each Tenant is at-risk with regard to aircraft damage and other property damage as a result of the shared leasehold. Landlord assumes no liability for risks associated with a shared leasehold.
- b. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- c. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased premises. Whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Building.

SECTION 11. SECURITY - Landlord makes no implication or guarantees as to the provision of security of the leasehold. The Tenant is solely responsible for the security of the Premises.

SECTION 12. UTILITIES - Landlord shall pay all normal and applicable costs and charges for water and electricity, and any other Landlord provided utilities used in connection with the Premises while this lease remains in force. Any excess use or abuse will be charged to and payable by Lessee. The hangar is provided with electrical outlets for the use of the tenant. It is provided for intermittent use of small electrical devices and normal lighting. Approved devices include items such as: vacuum cleaners, fans, small handheld power tools, small intermittent use battery chargers, radios, air compressors requiring less than 15 amps of peak current draw, or similar devices. The installation or placement of items that consume electricity on a continual basis or automatically cycle on-off such as refrigerators, freezers, dehumidifiers, air conditioners, and similar devices including household appliances or devices not considered with the approved use of the Premises, are not permitted except when complying with one (1) of the following conditions and as approved in writing by the Landlord: **(a)** The Tenant has caused the installation of a separate power meter along with whatever additional modifications are required to facilitate electrical service. All modifications consistent with this provision shall have the written approval of the Landlord; shall be properly permitted with St. Johns County; and shall be installed by a licensed contractor(s) approved for such work. The ongoing cost for electrical service shall be that of the Tenant. The improvements made shall at the expiration of the lease, be completely removed and the hangar restored to a condition like that prior to modification or at the option of the Landlord, shall become a leasehold improvement and become the property of the Landlord. Modifications for power will not be approved by the Landlord to facilitate more than the total leased units by any one Tenant in any one building; **OR (b)** A monthly surcharge would be paid by the tenant. The amount of the surcharge will be per Addendum "A" of this agreement, and as modified by the Landlord at the time of renewal or automatic extension. Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Premises without first procuring the written consent of Landlord, which Landlord may refuse.

SECTION 13. SIGNS - Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal. Landlord reserves the right to name the Building and to change the name or street address of the Building and to install and maintain all signs on the exterior and interior of the Building, including ADA signage.

SECTION 14. ACCESS AND PARKING - Tenant automobile parking for personal vehicles shall be permitted within the Premises or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on common taxiways. Other parking areas may be provided by Landlord. No on-street parking is permitted. Vehicle Access to the hangar area is to be accomplished through gates designated by Landlord. No hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the airport is a secured facility. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel. Tenant acknowledges that any violation of the provisions of this Section may result in immediate termination of this Lease.

SECTION 15. MAINTENANCE - Landlord assumes and retains reasonable maintenance responsibilities for the Premises, building and surrounding grounds. Tenant shall maintain the interior of the hangar, including any HVAC. Tenant agrees that in the event of abuse or damage to Landlord's property the cost of repairs may be charged to the Tenant. Landlord reserves the right to facilitate all maintenance and repairs of the Premises. Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or damage arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Premises.

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- f. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- g. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- h. *Recording.* Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- i. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- j. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- k. *Time of the Essence.* Time is of the essence of this Lease.
- l. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.
- m. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed as of the date first above written.

TENANT:

LANDLORD: St. Augustine - St. Johns County Airport Authority

BY: _____

BY: _____
Cindy K. Hollingsworth, Office Manager

DATE: _____

DATE: _____

Government Relations Update

January-February 2020

Federal

- February 19, 2020 - USDOT Secretary Elaine Chao announced another round of AIP funding with \$520 million awarded to 287 Airports in 41 states.

State

- Legislative Session began on January 14 and is scheduled to conclude on March 13. The Legislature is currently in **Week 7**: Feb 24-28 (Week 8: March 2-6, Week 9: March 9-13). Lawmakers are working through conference committees to finalize the state budget. Most committees in the House have ceased meeting, with limited committee meetings in the Senate. Legislators are working to exactly align language and provisions of any active House and Senate bills.

BUDGET PROPOSALS	Governor	FL Senate	FL House	2019-2020 Budget
Total Budget	91.4 billion	92.8 billion	91.4 billion	
State Aviation Work Program	323.9 million	395.5 million	395.5 million	<i>\$278 million</i>

- The Florida Airports Council is monitoring & advocating on the following key issues:
 - Supporting full funding of the FDOT state work program
 - Opposing the elimination/reduction of the State Aviation Fuel Tax. Florida imposes a 4.27 cents per gallon tax. One proposal would retain the fuel tax, but double the refund available to air carriers from 1.42 cents to 2.84 cents per gallon.
 - Recommending amendments to a bill to increase requirements for Commercial Service Airports (primarily online public records/ethics training requirements)
 - Seeking to amend a proposed bill to eliminate onsite storage of DEF on airports, to allow for use with certified safety plan and make other onsite users (FBOs) independently accountable for use of DEF and employee training.
 - Seeking exemption for airports from new 2019 law requiring third-party certified engineering inspections services
 - Other potential legislation pertaining to:
 - Reduction or Elimination of Sales Tax on aircraft sales/leases
 - PFAS compounds/foam used for aviation fire-fighting
 - Turo/Peer-to-peer vehicle transactions
 - Concealed weapons
 - Regulatory requirements for special districts
 - Public procurement services/public contracting/public construction requirements
 - Diesel exhaust capture systems
 - Use of drones

Regional

- February 13, 2020 – Airport Authority member Steve Kira attended the Northeast Florida TPO meeting.

Community Outreach

January-February 2020

In The News

- February 3, 2020 – The St. Augustine – St. Johns County Airport Authority was referenced in a St. Augustine Record article regarding former Authority Member Mark Miner’s recent selection as Chief Deputy for the St. Johns County Clerk of Circuit Court and Comptroller’s Office: **“Miner named Chief Deputy of St. Johns County Clerk of Circuit Court – Comptroller’s Office”**
- February 4-6, 2020 – Anna Aero: Airline Network News & Analysis featured NFRA in a print article with photograph, titled, **“St. Augustine’s Obvious Opportunity.”** This story was published in the Anna Aero Dailies magazine physically distributed to attendees at the Routes Americas conference in Indianapolis. Anna Aero also distributed this article in their online edition and as a post across their social media platforms.
- February 18, 2020 – The St. Augustine Record published an online article on the opening of Hangar One Bistro: **“New restaurant concept to take off at St. Augustine Airport.”**
- February 18, 2020 – CAPA (CentreforAviation.com) published an online story: **“Northeast Florida Regional Airport to open new restaurant in Feb 2020”**
- February 19, 2020 – HistoricCity.com published an online article: **“The airport at St Augustine announces its latest addition opening February 29th”**
- February 19, 2020 - WSOS 103.9 FM radio host Kevin Geddings referenced the opening of Hangar One Bistro in a daily news report.

Chamber/VCB

- January 10, 2020 – Airport Authority Member Randy Brunson and NFRA staff attended the Chamber Historic Area Council Mtg. (Rep. Cyndi Stevenson)
- January 22, 2020 – NFRA staff attended the Chamber Tourism & Hospitality Council Mtg., New Pilgrims Center at Mission Nombre de Dios (SAPD Chief Barry Fox)
- January 24, 2020 – NFRA staff attended the monthly EDC Executive Council Mtg.
- January 31, 2020 –NFRA staff attended the EDC Quarterly Breakfast (Mo Rudolph, The Parc Group - Nocatee Development)

FIND/Aerospace Academy/FCTC

- January 16, 2020 – Kevin Harvey & NFRA staff attended Florida Inland Navigation District (FIND) Community Outreach event at the Guy Harvey Resort, St. Augustine Beach, where NFRA was recognized as a partner agency.
- January 22, 2020 – NFRA staff attended the Flagler College Women’s & Men’s Basketball games. Gift Certificates for Old City Helicopter rides were provided as half-time special event prizes for each game.
- January 23, 2020 – NFRA staff attended the Academy Night at St. Augustine High School in support of the Aerospace Academy program.
- February 13, 2020 – NFRA staff attended the FCTC Education Foundation Board Mtg.

Events Calendar

General Information

Chamber/VCB

- February 25, 2020, 9 am – EDC Executive Committee Mtg., Chamber Conference Room
- March 5, 2020 – 5:30 pm - After Hours at THE PLAYERS, TPC Sawgrass/THE PLAYERS
- March 24, 2020, 9 am – EDC Executive Committee Mtg., Chamber Conference Room
- March 25, 2020, 8:30 am – Tourism & Hospitality Council Mtg., St. Augustine Lighthouse & Maritime Museum (Speaker = Richard Goldman, VCB)
- April 17, 2020, 8 am – EDC Quarterly Breakfast, WGV Renaissance Conference Center (Keynote Speaker = Randy Bradley, St. Augustine COE Leader, Northrop Grumman)
- May 7, 2020 – 8 am St. Augustine, St. Johns County & The Beaches Visitors and Convention Bureau's State of Tourism Event, WGV Renaissance Conference Center

Aerospace Academy Advisory Board

- February 26, 2020, 5 pm, Airport Conference Center, Mtg. Room B.
- March 26, 2020, 10 am – 1 pm, Aerospace Academy student tour at NFRA
- April 29, 2020, 5 pm, Airport Conference Center, Mtg. Room B.

North Florida Transportation Planning Organization

- March 4, 2020, 10 am - TCC Mtg., North Florida TPO Board Room
- March 12, 2020, 10 am - TPO Mtg., North Florida TPO Board Room
- April 1, 2020, 10 am - TCC Mtg., North Florida TPO Board Room
- April 9, 2020, 10 am - TPO Mtg., North Florida TPO Board Room
- May 6, 2020, 10 am - TCC Mtg., North Florida TPO Board Room
- May 14, 2020, 10 am - TPO Mtg., North Florida TPO Board Room

Conferences (ACI/AAAE/FAC/Air Service /MRO)

- April 15-17, 2020, Volaire Air Service Forum, St. Augustine, FL
- April 28-30, 2020, MROs America, Dallas, TX
- May 10-13, 2020, AAAE 92nd Annual Conference, Denver, CO
- June 1 - 3, 2020, ACI Jumpstart, Reno, NV
- July 19-22, 2020, FAC Annual Conference & Exposition, Orlando, FL
- Sept. 12-15, 2020, ACI Annual Conference & Exhibition, Grand Rapids, MI

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St. Augustine's obvious opportunity



"We have the best incentive programme in the US," says Edward R. Wuellner, Executive Director, St. Augustine Airport Authority. Unlike most airports, where the time limit for incentives is two years, it's never-ending at St. Augustine. "We're a very low-cost airport, with low long-term costs. And we have no PFC... everything flows straight to your bottom line."

But it's not just cost. "St Augustine is in a very wealthy area,"

adds Wuellner, with Florida's highest median income of \$74,000. It has lots of industry – many HQs are closer than to Jacksonville Airport – and its history, golf, food, and beaches means it's a very attractive leisure destination too.

With a terminal opened in 2016, 1.4 million people within one hour, 2.2m+ within 1.5 hours, and located in the eighth fastest-growing county in the US, St. Augustine is an obvious opportunity.



“We were rated most beautiful town in the US by Condé Nast,” enthuses Edward R. Wuellner, Executive Director, St. Augustine Airport Authority.