

**CITY COUNCIL RESOLUTION NO. 2023-073**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH JAYVIATION, INC. FOR THE LEASING OF A PARKING LOT LOCATED AT THE LAKE CITY GATEWAY AIRPORT FOR A MONTH-TO-MONTH TERM.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) is the owner of the Lake City Gateway Airport (hereinafter the “Airport”); and

**WHEREAS**, Jayviation, Inc. (hereinafter “Jayviation”), is engaged in the business of transporting person, property, cargo, and freight, by aircraft and is in need of vacant land previously utilized as a parking lot at the Airport; and

**WHEREAS**, the City finds that it is in the best interests of, and for, the welfare of the public to lease a parking lot at the Airport to Jayviation pursuant to and in accordance with the terms and conditions of a lease, (hereinafter the “Lease”), a copy of which is attached hereto as “Exhibit A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to lease to Jayviation, Inc., the parking lot as described in, and in accordance with, the terms and conditions of the Lease.

**Section 3.** The Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized

and directed to execute and deliver the Lease in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney if any. Execution by the Mayor and Jayviation, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omission, and additions, if any.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of June 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**LEASE AGREEMENT**  
**BETWEEN THE CITY OF LAKE CITY, FLORIDA**  
**AND JAYVIATION, INC.**

This Lease Agreement (hereinafter the "Lease") made and entered into at Lake City, Columbia County, Florida, on this \_\_\_\_ day of June 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "Landlord" and/or the "City"), and JAYVIATION, INC., a foreign corporation authorized to do business in the State of Florida, with a principal address and mailing address of 196 SE Airport Gln, Lake City, Florida 32025. (hereinafter the "Tenant" and/or "Jayviation").

**WITNESSETH:**

**RECITALS**

A. By instruments of transfer (hereinafter "the Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, public records of Columbia County, Florida, the City acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport, formerly known as the Lake City Municipal Airport (hereinafter the "Airport"); and

B. The City desires to facilitate aviation activities and create employment and services for its citizens and, therefore, the City has developed and adopted a policy to achieve the greatest possible utilization of the lands at the Airport by leasing portions of the Airport to private parties to establish and locate commercial activities upon the Airport and conduct businesses thereon which are not incompatible with the operation of the Airport for general aviation purposes; and

C. Jayviation, Inc. desires to lease a parking lot at the Airport for future aviation activities; and

D. The City has determined that Tenant's intended activity is compatible with both the operation of the Airport and the policy of the City to fully utilize the Airport; and

E. The City, upon the terms and conditions provided for herein, is willing to lease to Tenant a vacant lot which includes a parking lot/area at the Airport which is located on SE Airport Glenn, Lake City, Florida 32025 (hereinafter the "Premises" or "Leased Premises"); and

F. Tenant is willing to lease from the City the Premises and to accept and be bound by all of the terms and conditions provided for in this Lease agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, and other valuable considerations, to each this day in hand paid by the other party hereto, and in consideration of the covenants herein set forth, and the rents to be paid to the City, Tenant and the City agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into this agreement.

2. **LEASED PREMISES:** Upon terms and conditions hereinafter set forth, and in consideration of the payment of the rents and other payments herein provided for, and the prompt performance by Tenant of the covenants and agreements, to be kept and performed by Tenant, the City does lease, let, and demise to Tenant, and Tenant hereby leases from the City the Premises.

3. **TERM.** This Lease shall be for a month-to-month term, commencing July 1, 2023 (hereinafter the "Term").

4. **RENT:** The rent and consideration for the Term of this Lease shall be three hundred dollars and zero cents (\$300.00) which shall be payable on the 1<sup>st</sup> day of July 2023 and continue on the 1<sup>st</sup> day of the month thereafter. In the event this lease is not fully executed by all parties by July 1, 2023, the Tenant agrees to pay all retroactive rent within 21 days of completed execution of this lease. In addition to the monthly rent, Tenant shall also pay all sales tax presently or hereafter imposed on rents (presently seven percent (7.0%)), which sales tax shall be included with each monthly rental payment.

5. **OPTION TO TERMINATE LEASE:** At any time from and after June 1, 2023, either the City or Tenant shall have the right to terminate this Lease by giving the other party thirty (30) days' written notice of its election to terminate.

6. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10%) percent penalty which shall be considered a part of the rent and shall be due and payable with the next rent payment.

7. **TAXES:** Tenant shall, throughout the term of this Lease and all extensions thereto, promptly pay when due all real property taxes, if any, and personal property taxes and special or general assessments lawfully imposed upon the Leased Premises and improvements thereon by any governmental authority and shall save the City harmless against liability for any payment thereof with respect to such payments. The City, upon receipt of all annual tax notices relating to such taxes received in November of each year, shall be furnished to Tenant, and Tenant shall pay all taxes as shown on said tax statements prior to November 30 of each year and shall furnish such paid receipt to the City. Tenant shall be responsible for paying all ad valorem taxes assessed against its personal property.

8. **UTILITIES AND OTHER OBLIGATIONS:** Tenant shall fully and promptly pay for all applicable utilities, including water, wastewater charges, gas, heat, light, power, telephone services, garbage and trash services, and other public

services and utilities of every kind furnished to the Leased Premises, as required by law to be furnished, throughout the Term hereof, and all other cost and expense of every kind whatsoever of or in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon, and the City shall have no responsibility of any kind for any of such items. Tenant shall provide its own janitorial services; refuse removal, and removal of biological or hazardous waste.

9. **USES ALLOWED AND PROHIBITED:** Tenant shall use the Premises only for the following purpose: vehicle parking and storage of aviation parts and equipment. Tenant shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

10. **SIGNS:** Except with the prior written approval of the City, which approval shall not be unreasonably withheld, Tenant shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

11. **AUTHORIZED IMPROVEMENTS AND REMODELING BY TENANT:** Jayviation, at its sole expense shall have the right to construct and erect, or have constructed and erected, upon the Premises, a Temporary Hangar manufactured by Big Top Manufacturing Company in accordance with any plans, drawings, and specifications. Notwithstanding anything herein to the contrary, all buildings and improvements constructed or placed upon the Premises by Jayviation shall comply with all applicable building codes and standards of the City and all of the rules, regulations, and building codes of the Federal Aviation Agency (hereinafter the "FAA"), including but not limited to, height limitations of buildings. All buildings and improvements constructed or erected upon the Premises shall remain the property of Jayviation and shall be removed therefrom by Jayviation within a reasonable time after termination of the Lease, if applicable. Upon removal of the improvements, the Premises shall be restored to the condition existing prior to the construction of said improvements. The construction and erection of the improvements upon the Premises must not compromise the Airport requirements consistent with the Federal Acquisition Regulation 77, objects affecting navigable airspace, and other recommended Airport design criteria of the FAA, unless previously approved by the duly authorized representative of each FAA and the City.

12. **PERMITS AND CONSTRUCTION:** Jayviation agrees that in all construction permitted or required under the terms and conditions of this Lease, Jayviation shall, prior to construction, submit all plans and specifications to the Building Department of the City for review and approval and for the issuance of a necessary and required permit before the commencement of any construction.

It is further agreed that all construction, once approved, shall be performed in a manner adequate to ensure the safety of the Airport. Jayviation and its contractor shall conduct their operations in a manner not to jeopardize the safety and operation of the Airport.

13. **OTHER RIGHTS RESERVED BY THE CITY:** Provided that the exercise of the City's rights do not interfere with Tenant's use of the Premises described herein, in addition to all rights reserved by the City in and to the Premises, the City expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the City deems proper, regardless of the desires and views of Tenant and without interference or hindrance; maintain and keep in repair, but without obligation to Tenant, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Tenant from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the City would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

14. **QUIET ENJOYMENT:** So long as Tenant keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Premises, free from all claims against the City and all persons claiming under, by, or through the City.

15. **CITY'S RIGHT TO INSPECT LEASED PREMISES:** Tenant agrees to permit the City, its servants or agents to enter the Premises at any reasonable hour for the purpose of examining the same in order to determine whether the Premises are being kept in good repair and conditions, and whether the same are being kept, used and maintained in accordance with the provisions and terms of this Lease.

16. **MECHANIC'S LIENS:** Tenant shall not subject the City's interest in the Premises to any mechanic's or materialman's liens or other lien of any kind. Tenant shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the continuance of this Lease. If such lien is claimed or filed, Tenant shall cause the Leased Premises to be released from the claim within thirty (30) days after the City is given written notice that a claim has been filed, or within thirty (30) days after the City is given written notice of the claim and transmits written notice of its receipt to Tenant, whichever thirty-day (30) day period expires earlier. Tenant shall cause such release, either by paying the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result within the thirty-day (30) period, in releasing the City and its title from the claim.

17. **ACCEPTANCE OF CONDITION:** Tenant acknowledges that it has inspected, or granted the right to inspect, the Premises and accepts the Premises

in its "as is" condition and that the City has no obligation to make any repairs, alterations or changes in and to the improvements consisting of the Premises. The Premises are leased to Tenant without warranties or representations of any kind from the City as to suitability or safety of the Premises for the purposes of Tenant's tenancy.

**18. MAINTENANCE OF LEASED PREMISES:**

A. Tenant shall maintain the Premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The City shall maintain the grass and all landscaping on the Premises.

B. Tenant shall, at its expense, maintain and keep in good repair any and all improvements to the Premises. At the expiration of this Lease or any extended term hereof, or at any earlier termination, Tenant shall deliver up the Premises in as good condition as originally constructed, reasonable wear and tear excepted.

**19. INDEMNIFICATION AND HOLD HARMLESS:** Except for claims arising out of acts caused by the affirmative negligence of the City or its representatives, Tenant, during the entire term of this Lease, shall indemnify and hold harmless the City, its officials, officers, employees, and agents, against any and all claims, debts, demands, or obligations which may be made against the City or against its title in the Premises, arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of Tenant, its officers, agents, employees, licensees, or invitees, arising in or on the Premises or in connection with the use thereof. If it becomes necessary for the City to defend any action seeking to impose any liability against the City, its officials, officers, employees, and agents, for any such acts, omissions, or negligence, Tenant will pay the City all costs of court and reasonable attorney fees incurred by the City in effecting such defense in addition to all other sums that the City may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.

**20. LIABILITY INSURANCE:** At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises and within five (5) business days after this Lease Agreement is executed by the Parties, Tenant shall, at its expense, provide public liability and property damage insurance in a company approved by the City. Such insurance shall provide for coverage of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$1,000,000.00 for injury or death to more than one person as a result of one accident, and not less than \$200,000.00 for personal property damage and shall name the City as an additional insured. Such insurance policy shall insure Tenant against all claims and demands made by any person or persons for injuries to

persons and property received in connection Tenant's use, occupancy, operation and maintenance of the Leased Premises and improvements located thereon and for any other risk insured by such policies. Such insurance policy shall be in the form commonly known as "comprehensive general liability". Tenant shall promptly deliver the original or a duplicate original of each policy or policies to the City as they are written, together with adequate evidence of the fact that the premiums are paid.

Tenant shall be solely responsible for its personal property located on the premises.

21. **SUBROGATION CLAUSE:** The City and Tenant shall waive all rights, each against the other, and against those holding under or through the City or Tenant, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

22. **ATTORNEYS' FEES AND COSTS:** Should either party after default of the other file suit to enforce any provision of this instrument, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees and court costs.

23. **PART OF GATEWAY AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Gateway Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the City herein reserves the right to grant similar privileges to another Tenant or other Tenant on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the City acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the City, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Landlord pertaining to the Gateway Airport. These terms and conditions include, but are not limited to, requirements that the City obtain fair market value rent for the leased premises for the duration of the lease term.

24. **DOCUMENTS OF TITLE. COMPLIANCE WITH LAWS. RULES AND REGULATION. EXISTING LEASE AGREEMENTS:** The premises are located at Lake City Gateway Airport (the "Airport") and, therefore, Tenant's use of the premises and its rights hereunder shall be subject to the following provisions:

A. This Lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and



shall be subject and subordinate to the provisions of any existing agreement between the City and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

B. Tenant, for itself, its successors in interest and assigns, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation, as said Regulations may be amended. A breach of this covenant shall constitute an Event of Default hereunder, provided that no such Event of Default shall be deemed to have occurred until the procedures of Title 49, Code of Federal Regulations, are followed and completed, including the exercise or expiration of appeal rights.

C. The City reserves the right to further develop or improve all areas of the Airport as it sees fit, other than the Leased Premises, without any interference or hindrance from Tenant, provided that any such development does not unreasonably interfere with Tenant's operation.

D. The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased 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 said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

E. Tenant expressly agrees, for itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

F. Tenant expressly agrees, for itself and its successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

25. **RADON GAS NOTIFICATION:** Pursuant to the requirements of Fla. Stat. §404.056(8), the following notice is given:

RADON GAS: Radon is a naturally occurring radio-active 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 Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

By giving the foregoing notice, the City does not, in any way, represent or imply that radon gas exists in any building located on the Premises, and the City warrants and represents that the City has no knowledge as to whether there is, or is not, any radon gas present in any such building.

26. **ENVIRONMENTAL MATTERS:** Tenant acknowledges that certain federal, state and local laws, regulations and guidelines are now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Leased Premises concerning the impact on the environment, land use, the maintenance and operation of buildings and improvements and the conduct of business. Tenant will not cause, or permit to be caused, during the term of the Lease any act or practice, by negligence, omission, or otherwise, that would violate any of said laws, regulations or guidelines. Tenant shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and court costs) arising from actual damage to the environment, agency costs of investigation, penalties and fines imposed by any governmental agency, personal injury or death, or damage to the Leased Premises during the term of this Lease due to a release of Hazardous Wastes on or under the Leased Premises and surrounding lands caused by Tenant during the Term of this Lease resulting from Hazardous Wastes. Tenant does not, however, indemnify and hold the City harmless from any such claims as enumerated in the preceding sentence caused by others including, but not limited to, the U.S. Military or any other Governmental entity, the City or any of its other past or present tenants, guests, or invitees, using the airport facilities and its surrounding lands of which the Leased Premises is a part.

"Hazardous Wastes" are as defined in the Resources Conservation and Recovery Act ("RCRA") 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act ("CERCLA"), 42 U.S.C. Section 9601-9756 as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), including all amendments thereto. The provisions of this Paragraph 21 shall survive the expiration and termination of the term of this Lease as to those matters or incidents occurring during the term of this Lease.

27. **DEFAULT:** Each of the following events shall constitute a default or breach of this Lease by Tenant:

A. If Tenant shall fail to pay the City any rent, additional rent or any other payment of money when the same shall become due and shall not make such payment within ten (10) days thereof;

B. If Tenant shall fail to perform or comply with any of the conditions of this Lease (other than the payment of rent or any other money), and if the nonperformance shall continue for period of thirty (30) days after written notice thereof by the City to Tenant;

C. If Tenant shall vacate or abandon the Premises;

D. If this Lease or the interest of Tenant hereunder shall be transferred to or pass to or devolve on any other entity except in the manner herein permitted;

E. If Tenant either voluntarily, involuntarily or otherwise by operation of law be dissolved;

F. If Tenant either voluntarily or involuntarily is adjudicated bankrupt;

G. If a receiver or trustee shall be appointed of the property of Tenant or if any levy shall be made against the leasehold interest of Tenant.

28. **REMEDIES UPON DEFAULT:** If any rent required by this Lease is not paid within ten (10) days after it is due, or any other default is not corrected within thirty (30) days from notice of default, the City shall have the option to:

A. Terminate this Lease, resume possession of the Leased Premises for its own account and recover immediately from Tenant the difference between the rent specified in this Lease and the fair rental value of the Leased Premises for the remainder of the term reduced to present worth, or

B. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Tenant and recover from Tenant at the end of the term, or at the time each payment of rent become due under this Lease, as the City may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting, or

C. Pursue any other remedy or remedies provided by law, in addition to those herein above provided.

29. **PERFORMANCE AFTER DEFAULT:** The continued performance by the City under this Lease for any period after a default by Tenant shall not be deemed a waiver of any right on the part of the City to terminate this Lease for such default. No waiver for the City of any default by Tenant shall be construed to be or act as a waiver by the City of any subsequent default.

30. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Tenant may cancel the Lease; should a substantial part of said premises be so taken, Tenant may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

31. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are erected on the Premises such damage or destruction shall in no wise annul or void this Lease.

32. **ASSIGNMENT OF LEASE OR USE OF THE LEASED PROPERTY:** This Lease may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

33. **NOTICES:** All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid, and if intended for the City addressed as follows:

Paul Dyal, City Manager  
City of Lake City, Florida  
205 North Marion Avenue  
Lake City, Florida 32055

with a copy to:

Thomas J. Kennon, III, City Attorney  
City of Lake City, Florida  
205 North Marion Avenue  
Lake City, Florida 32055

and if intended for **Jayviation** addressed as follows:

JAYVIATION, INC.  
196 SE Airport Glen  
Lake City, Florida 32055

34. **BINDING EFFECT:** This Lease and all provisions herein shall be binding upon the parties hereto, their successors and assigns.

35. **TIME OF THE ESSENCE:** It is understood and agreed by and between the parties hereto that time is of the essence of this Lease and applies to all terms, covenants, and conditions contained herein.

36. **HEADINGS:** The headings or catch lines of paragraphs in this Lease agreement are inserted only as a matter of convenience and for reference. They, in no way, define, limit, or describe the scope of this Lease or of its intent of any provisions hereof.

37. **SEVERABILITY**: If any term or provision of this Lease is to any extent invalid or unenforceable, the remainder of this Lease shall not be affected, and the remaining terms and provisions shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

38. **COMPLIANCE WITH LAWS**: Tenant shall, during the Term of this Lease, abide by and comply with all present and future federal, state, county, and city laws, rules, and regulations and the laws and regulations of all governmental regulatory agencies which now or may hereafter exist concerning the use of the Leased Premises, and will permit no violation of any of such laws and regulations.

39. **SUBORDINATION**: This lease and all rights of Tenant under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Landlord desires to place on the property. This lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

40. **CUMULATIVE REMEDIES**: During the continuance of this Lease, the City shall have all rights and remedies which this Lease and the laws of the State of Florida assure to it. All rights and remedies accruing to the City shall be cumulative; that is, the City may pursue all rights that the law and this Lease afford to it, in whatever order the City desires and the law permits without being compelled to resort to any one remedy in advance of the other.

41. **GOVERNING LAW**: This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding that may be brought to interpret or enforce the terms of this Lease shall be brought and maintained in the Court of Columbia County, Florida, notwithstanding that any party may be a resident of a different State or jurisdiction.

42. **WAIVER**: Any waiver by any party of default of any other party of this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Lease shall be a waiver of any parties' right to demand exact compliance with the terms of this Lease.

43. **COUNTERPARTS**: This Lease shall be executed in two or more counterparts, each of which shall be deemed an original.

44. **ENTIRE AGREEMENT**: This lease represents the complete understanding between the Parties, and any prior agreements or

representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Landlord shall not be effective unless considered at a public meeting and approved by majority vote of the Lake City Council.

*[Remainder of this page left blank intentionally. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2023.

**LANDLORD:**  
**CITY OF LAKE CITY, FLORIDA**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Stephen M. Whitt, Mayor

\_\_\_\_\_  
Witness Name Printed

ATTEST:

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

\_\_\_\_\_  
Witness Name Printed

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Stephen M. Whitt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City of Lake City, Florida, who are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

ATTEST:

**TENANT:**  
JAYVIATION, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, and/or \_\_\_\_\_, on behalf of JAYVIATION, INC. who are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

ATTACHED TO LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND JAYVIATION, INC., A FLORIDA LIMITED LIABILITY COMPANY DATED \_\_\_\_\_, 2023.

### **SITE**

Commence at a concrete monument on the South right-of-way line of U.S. Highway 90 on the North side of the City of Lake City property known as the Lake City Airport, Parcel No. 07322-000, Section 35, Township 3 South, Range 17 East, Columbia County, Florida, and due South of the West right-of-way line of Cortez Road, thence run along said South right-of-way line of U.S. 90, N 86°43'20"E, 439.5 feet; thence run S 3°16'40" E, 40.0 feet, to the POINT OF BEGINNING; thence continue S 3°16'40" E, 311.0 feet; thence N 86°43'20" E, 140.0 feet; thence run N 3°16'40" W, 311.0 feet; thence run S 86°43'20" W, 140.00 feet to the POINT OF BEGINNING.

The above described parcel contains 43,540 square feet, or 1.0 acres, more or less.