

**CITY COUNCIL RESOLUTION NO. 2023-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH MED-TRANS CORPORATION, LEASING PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT CONSISTING OF THE FORMER AIRPORT TERMINAL BUILDING AND THE ADJACENT PROPERTY; AND AUTHORIZING THE EXECUTION OF THE LEASE.**

**WHEREAS**, Med-Trans Corporation, a foreign corporation authorized to do business in the State of Florida (hereinafter “Med-Trans”), desires to lease from the City of Lake City, Florida (hereinafter the “City”) the former Airport terminal and adjacent property at the Lake City Gateway Airport (hereinafter the “Airport”) and the City is willing to lease the former Airport terminal and adjacent property at the Airport to Med-Trans in accordance with the terms and conditions of the Lease Agreement (hereinafter the “Lease”), a copy of which is attached hereto as “Exhibit A”; and

**WHEREAS**, the terms and conditions of the Lease are acceptable to the City; and

**WHEREAS**, the Lease is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

**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 by this reference incorporated herein and made part of this resolution.

**Section 2.** The City is hereby authorized to lease to Med-Trans the former Airport terminal building and adjacent property located at the Airport as described in and in accordance with the terms and conditions of the Lease.

*[Remainder of this page left blank intentionally.]*

**Section 3.** The City 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.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of May 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 MED-TRANS CORPORATION**

This Lease Agreement (hereinafter the "Lease") made and entered into at Lake City, Columbia County, Florida, on this \_\_\_\_ day of May 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 "Landlord" and/or "City"), and MED-TRANS CORPORATION, a foreign corporation authorized to do business in the State of Florida, with a principal address and mailing address of 1001 Boardwalk Springs PL, O'Fallon, Missouri 63368 (hereinafter "Tenant" and/or "Med-Trans").

**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, 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").

B. To induce, encourage, and promote commercial development within

Columbia County and create employment and services for its citizens, 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.

C. As a result of the construction of a new Airport terminal, the former Airport terminal is not now needed solely for aviation purposes and can be rented.

D. Med-Trans is engaged in providing air ambulance service for hospital, clinics, and nursing homes located in various cities and states, and needs air transportation to promptly deliver such services and desires to lease land at the Airport to develop a facility to house its operation and make use of the Airport for its transportation needs.

E. The City has determined that Med-Trans's business is compatible with both the operation of the Airport and the policy of the City to fully utilize the Airport. The City also finds that the establishment of such medical services at the Airport is a needed and vital service to the community and will ensure the health, safety, and welfare of its citizens.

F. The City, upon the terms and conditions provided for herein, is willing to lease Med-Trans the former airport terminal building and the land upon which it is located, a Helicopter Pad, and a maintenance hanger, all of



which is described in "Exhibit A" (herein collectively the "Premises").

G. Med-Trans 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, City and Med-Trans 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 Med-Trans of the covenants and agreements, to be kept and performed by Med-Trans, the City does lease, let, and demise to Med-Trans, and Med-Trans hereby leases from City the Premises described on "Exhibit A" (herein collectively referred to as the "Leased Premises").

3. **TERM.** This Lease shall be for a term of five (5) years, commencing July 1, 2023, and ending at 12:00 o'clock midnight, June 30, 2028, inclusive (hereinafter the "Term").

4. **RENT.** The rent and consideration for the Term of this Lease shall be payable to City as follows:

**Year One** starting July 1, 2023, through June 30, 2024, the rent will be \$56,311.02 payable in monthly installments of \$4,692.58 on the 1<sup>st</sup> day of each month, commencing July 1, 2023

**Year Two** starting July 1, 2024, through June 30, 2025, the rent will be \$58,000.35 payable in monthly installments of \$4,833.36 on the 1<sup>st</sup> day of each month, commencing July 1, 2024

**Year Three** starting July 1, 2025, through June 30, 2026, the rent will be \$59,740.36 payable in monthly installments of \$4,978.36 on the 1<sup>st</sup> day of each month, commencing July 1, 2025

**Year Four** starting July 1, 2026, through June 30, 2027, the rent will be \$61,532.57 payable in monthly installments of \$5,127.71 on the 1<sup>st</sup> day of each month, commencing July 1, 2026

**Year Five** starting July 1, 2027, through June 30, 2028, the rent will be \$63,378.55 payable in monthly installments of \$5,281.55 on the 1<sup>st</sup> day of each month, commencing July 1, 2027

In addition to the monthly rent, Med-Trans shall also pay all sales tax presently or hereafter imposed on rents (presently seven- and one-half percent (7.5%)), which sales tax shall be included with each monthly rental payment. Med-Trans shall pay City a late fee of five percent (5%) on each installment of rent which is more than ten (10) days late.

5. **OPTION TO TERMINATE LEASE.** At any time from and after June 30, 2024, either the City or Med-Trans shall have the right to terminate this Lease by giving the other party ninety (90) days written notice of its election to terminate.

6. **TAXES.** Med-Trans 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 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 furnish Med-Trans and Med-Trans shall pay all taxes as shown on said tax statements prior to November 30 of each year and shall furnish such paid receipt to City. Med-Trans shall be responsible for paying all ad valorem taxes assessed against its personal property.

7. **UTILITIES AND OTHER OBLIGATIONS.** Med-Trans shall fully and promptly pay for all 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 City shall have no responsibility of any kind for any of such items. Med-Trans shall provide its own janitorial services; refuse removal, and removal of biological or hazardous waste.

8. **AUTHORIZED IMPROVEMENTS AND REMODELING BY MED-TRANS.**

Med-Trans shall not make any alterations, additions, or improvements to the Leased Premises, without first obtaining City's written consent. Med-Trans agrees that the plans and specifications for any improvements or remodeling

must be submitted to City for approval prior to commence of such work. Any approved plans and specifications for improvements to be made or remodeling of the Leased Premises must meet all of the wind load standards required at the Airport and must comply with all of the City building codes applicable to such structures and such structures must be installed and affixed to the land pursuant to the requirements of the City's rules and regulations under the direction and supervision of the City Building Inspector. Med-Trans shall pay all costs and expenses incurred in the making of any improvements as may be authorized by the City and, at its cost and expense, obtain all necessary and required permits relating to its use of the Leased Premises. It is understood and agreed that any improvements and installations resulting from remodeling shall remain a part of the Leased Premises and shall be owned by City at the expiration of this Lease.

9. **HELICOPTER PAD.** Med-Trans shall use the Helicopter Pad for helicopters to land and take off in connection with providing air medical services. Med-Trans represents that it has full knowledge and understanding of all of the laws, rules and regulations and safety standards relating to the operation of airports and agrees to abide by and comply with all of such requirements and standards. It is anticipated that at some time in the future during the Primary Term of this Lease, or any extension thereof, that the City may need the Helicopter Pad for other uses which may be recommended and developed under the present or future master plan of the Airport.

The City reserves the right to relocate the Helicopter Pad to another location upon the Airport. Med-Trans agrees and consents for the City to relocate the Helicopter Pad at any time during the Primary Term or any extension thereof, provided that such relocation is in reasonable close proximity to Med-Trans' Office facility. The City shall ensure that water access and electrical outlets (200-amp, 110 volt service) are close to the Helicopter Pad so that a water hose can reach the helicopter(s) for washing and shorelines may be connected to the helicopter(s) when necessary. All expenses relating to the electrical outlets and use of electrical energy and the use of water shall be at the expense of Med-Trans.

10. **FUEL.** Med-Trans agrees to purchase aviation fuel for its helicopters or any other aircraft from City during the Term of this Lease. City agrees to comply with Med-Trans' reasonable fuel quality testing requirements. Med-Trans shall pay to City the full amount due for fuel used during any calendar month, by the tenth (10<sup>th</sup> day of the following month). Delinquent payments shall be subject to a late charge of five percent (5%) of the amount due.

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

12. **CITY'S RIGHT TO INSPECT LEASED PREMISES.** Med-Trans agrees to permit City, its servants or agents to enter the Leased Premises at any reasonable hour for the purpose of examining the same in order to determine whether the Leased 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.

13. **MECHANIC'S LIENS.** Med-Trans shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens or other lien of any kind. Med-Trans 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, Med-Trans shall cause the Leased Premises to be released from the claim within thirty (30) days after City is given written notice that a claim has been filed, or within thirty (30) days after City is given written notice of the claim and transmits written notice of its receipt to Med-Trans, whichever thirty-day (30) day period expires earlier. Med-Trans 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 City and its title from the claim.

14. **ACCEPTANCE OF CONDITION.** Med-Trans acknowledges that it has inspected, or granted the right to inspect, the Premises which includes the building formerly used by the City as the airport terminal building and

accepts the Leased 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 Leased Premises. The Leased Premises are leased to Med-Trans without warranties or representations of any kind from the City as to suitability or safety of the Leased Premises for the purposes of Med-Trans's tenancy.

15. **MAINTENANCE OF LEASED PREMISES.**

A. Med-Trans shall maintain the Leased 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. Med-Trans shall maintain the grass and all landscaping on the Leases Premises so that the Leased Premises are at all times aesthetically attractive to the public.

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

16. **INDEMNIFICATION AND HOLD HARMLESS.** Except for claims

arising out of acts caused by the affirmative negligence of City or its representatives, Med-Trans , during the entire term of this Lease, shall indemnify and hold harmless City, its officials, officers, employees, and agents, against any and all claims, debts, demands, or obligations which may be made against City or against its title in the Leased Premises, arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of Med-Trans, its officers, agents, employees, licensees, or invitees, arising in or on the Leased Premises or in connection with the use thereof. If it becomes necessary for City to defend any action seeking to impose any liability against City, its officials, officers, employees, and agents, for any such acts, omissions, or negligence, Med-Trans will pay City all costs of court and reasonable attorney fees incurred by City in effecting such defense in addition to all other sums that 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.

17. **LIABILITY INSURANCE.** At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises before such term commences, Med-Trans shall, at its expense, provide public liability and property damage insurance with a company approved by City. Such insurance shall provide for coverage of not less than \$3,000,000.00 for injury or death to any one person, and not less than \$5,000,000.00 for injury or death to more than one person as a result of one accident, and not less



than \$3,000,000.00 for property damage and shall name City as an insured. Such insurance policy shall insure Med-Trans against all claims and demands made by any person or persons for injuries to persons and property received in connection Med -Trans' 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". Med-Trans shall promptly deliver the original or a duplicate original of each policy or policies to City as they are written, together with adequate evidence of the fact that the premiums are paid.

18. **REMOVAL OF EQUIPMENT, FIXTURES. AND MERCHANDISE.**

It is understood and agreed by and between the parties hereto that Med-Trans may place or install on or in the Leased Premises such trade fixtures and equipment as it shall deem desirable for the conduct of its business therein. Notwithstanding the means, mode or method of attachment to the Leased Premises, such trade fixtures and equipment shall remain the personal property of Med-Trans. Med-Trans or the legal owner or a secured party of any equipment. fixtures, merchandise or other personal property, installed or placed in or on the Leased Premises by Med-Trans, or with Med-Trans' permission and consent, will have the right exercisable at will to remove from the Leased Premises all such equipment, fixtures, merchandise and other personal property installed or placed therein by Med-Trans or by its direction,

notwithstanding the manner or mode of attachment of such equipment, fixtures, merchandise or personal property to the building or Leased Premises. City agrees to execute a waiver, if requested to do so, in favor of any legal owner or secured party of such equipment, fixtures, merchandise or other personal property installed or placed in or on the Leased Premises permitting the removal of such equipment, fixtures, merchandise and other personal property by such legal owner or secured party. The removal of all such items shall be at the expense of Med-Trans. Upon the removal of any such equipment, fixtures, merchandise or other personal property, the Leased Premises shall be restored to as good a condition as before removal.

19. **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, and its reasonable attorney's fees for determining the amount of any reasonable attorney's fees.

20. **DOCUMENTS OF TITLE. COMPLIANCE WITH LAWS. RULES AND REGULATION. EXISTING LEASE AGREEMENTS.** The premises are located at Lake City Gateway Airport and, therefore, Med-Trans' 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. Med-Trans, 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 Med-Trans 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 Med-Trans, provided that any such development does not unreasonably interfere with Med-Trans' 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. Med-Trans 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. Med-Trans 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.

21. **ENVIRONMENTAL MATTERS.** Med-Trans 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. Med-Trans 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. Med-Trans shall indemnify, defend, and hold 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 Med-Trans during the Term of this Lease resulting from Hazardous Wastes. Med-Trans does not, however, indemnify and hold 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, 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.

22. **DEFAULT** Each of the following events shall constitute a default or breach of this Lease by Med-Trans

A. If Med-Trans shall fail to pay 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 Med-Trans 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 City to Med-Trans.

C. If Med-Trans shall vacate or abandon the Leased Premises.

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

E. If Med-Trans either voluntarily, involuntarily or otherwise by operation of law be dissolved.

F. If Med-Trans either voluntarily or involuntarily is adjudicated bankrupt.

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

23. **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 Med-Trans 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 Med-Trans and recover from Med-Trans 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.

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

25. **ASSIGNMENT.** This Lease may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

26. **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:

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

with a copy to:

City Attorney  
City of Lake City, Florida  
205 North Marion Avenue  
Lake City, Florida 32055

and if intended for Med-Trans addressed as follows:



Mr. Robert Hamilton  
President  
Med-Trans Corporation  
1001 Boardwalk Springs PL  
O'Fallon, Missouri 63368

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

28. **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.

29. **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.

30. **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.

31. **COMPLIANCE WITH LAWS.** Med-Trans 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.

32. **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 City shall be cumulative; that is, City may pursue all rights that the law and this Lease afford to it, in whatever order City desires and the law permits without being compelled to resort to any one remedy in advance of the other.

33. **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.

34. **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.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGALITY:

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

**MED-TRANS CORPORATION, a  
North Dakota corporation**

BY: \_\_\_\_\_  
Robert Hamilton,  
Chief Operating Officer

**EXHIBIT A**

**ATTACHED TO LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY,  
FLORIDA AND MED-TRANS CORPORATION, EFFECTIVE JULY 1, 2023**

**PREMISES**

- The building consisting of the former airport terminal as depicted on the aerial photo labeled as “Operation Building”.
- Maintenance Hangar as depicted on the aerial photo labeled as “Maintenance Hangar”.
- Helicopter Pad area as depicted on the aerial photo labeled as “Helicopter Pad”.

TOGETHER WITH common parking area to be used by Med-Trans personnel in common with other users of the airport.





