

RESOLUTION NO 2026 - 003
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY AND TUBULAR BUILDING SYSTEMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO LEASE CERTAIN REAL PROPERTY LOCATED IN THE LAKE CITY AIRPORT INDUSTRIAL PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LEASE SETTING FORTH THE ESSENTIAL TERMS OF SAID LEASE AGREEMENT FOR PURPOSES OF RECORDING SAME IN THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”), owns and operates the Lake City Airport Industrial Park (the “Park”); and

WHEREAS, Tubular Building Systems, LLC, a Florida limited liability company (the “Tenant”), has leased certain real property at the Park since 2015, and desires to continue to lease said real property for industrial operations; and

WHEREAS, the most recently adopted lease between the City and the Tenant was adopted by Resolution 2020-024; and

WHEREAS, the City has negotiated the terms of a lease agreement with the Tenant for the use of said property (the “Agreement”); and

WHEREAS, the City and the Tenant mutually and individually desire to adopt and enter into said Agreement; and

WHEREAS, approving the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

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3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. The Mayor of the City of Lake City is authorized and directed to execute a Memorandum of Lease setting forth the essential terms of the Agreement for purposes of recording said Memorandum of Lease in the public records of Columbia County, Florida; and
 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of January, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Airport Lease
by and between
City of Lake City, Florida
and

Tubular Building Systems, LLC

This **LEASE** is entered into as of the ____ day of December 2025, ("Effective Date") and is by and between the **City of Lake City, Florida**, a Florida municipality ("Lessor" or "City"), having an address of 205 North Marion Avenue, Lake City, Florida 32055, and **Tubular Building Systems, LLC**, a Florida limited liability company, ("Lessee"), having an address of P.O. Box 2254, Lake City, Florida 32056:

RECITALS

WHEREAS, by instruments of transfer (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, Lessor acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport identified by FAA Location Identifier "LCQ" (the "Airport"); and

WHEREAS, the City established an industrial park located upon the Airport, which industrial park is unrecorded (the "Airport Industrial Park" or "Industrial Park") to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, Lessee has leased a certain portion of Lot 8 of the Industrial Park, as described in Exhibit "A", hereto; and

WHEREAS, upon the portion of Lot 8 leased by Lessee there is situated thereon an industrial building of approximately 7,500 square feet and other improvements (collectively, the "Building"); and

WHEREAS, Lessee desires to continue to lease the certain portion of Lot 8 of the Industrial Park described in Exhibit "A", hereto, together with the Building (collectively, the "Premises"); and

WHEREAS, Lessee desires to continue to lease the Premises for the purpose of operating a business related to fabricating and constructing tubular steel metal buildings, building components, and other related activities; now, therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

Lessee Initials: _____

Lessor Initials: _____

1. **INCORPORATION OF RECITALS:** The foregoing recitals, including, but not limited to, the facts, terms, and representations thereof, are incorporated as material terms of this lease agreement as if fully set forth herein.
2. **EXTENSION OF LAPSED LEASE:** As material consideration for the instant lease, the parties hereto agree the terms of the lease between Lessee and Lessor which lease commenced on April 1, 2020 and ended on March 31, 2025, the date of the end of the last extended term of said lease, shall have been extended through and control the actions and obligations of the parties thereto for the period commencing on April 1, 2025 and ending on December 31, 2025.
3. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent from the Lessor, the Premises as described in "Exhibit A" attached hereto and by this reference made a part hereof, which Premises includes the Building located thereon.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

4. **TERM:** The initial term of this Lease shall be one (1) year commencing on January 1, 2026, and continuing through and including December 31, 2026. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
5. **RENT:** The annualized rent for the first year of the initial term of this lease shall be FIFTY ONE THOUSAND TWO HUNDRED FIFTY THREE DOLLARS AND FIFTY SIX CENTS (\$51,253.56)

The rent shall be paid monthly, in advance, on the first day of the month in the amount of \$4,271.13 per month, in addition to all applicable sales tax. Rent amounts due for any fraction of a period for which rent is due shall be prorated accordingly. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the lease shall be deemed additional rent.

6. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional one (1) year terms, on like terms and conditions, with the rent adjusted as follows:

Term	Annual Rent	Monthly Rent
First Extended Term commencing on January 1, 2027 and continuing through and including December 31, 2027	\$52,791.12	\$4,399.26
Second Extended Term commencing on January 1, 2028 and continuing through and including December 31, 2028	\$54,374.88	\$4,531.24
Third Extended Term commencing on January 1, 2029 and continuing through and including December 31, 2029	\$56,006.16	\$4,667.18
Fourth Extended Term commencing on January 1, 2030 and continuing through and including December 31, 2030	\$57,686.28	\$4,807.19

and provided the Lessee, at least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee,

regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.

7. **NOTICES:** All notices required by law and by this lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

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

With a copy to each:

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

Airport Director
Lake City Gateway Airport
3524 East US Highway 90
Lake City, FL 32055

To Lessee:

Donald E. Little, Jr.
Manager
Tubular Building Systems, LLC
P.O. Box 2254
Lake City, Florida 32056

8. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.
9. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the purpose of operating a business including, but not limited to, constructing tubular steel metal building

and other related activities. The Lessee 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. **COMPLIANCE WITH LAWS:** During the term of this lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the Premises.
11. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises or within the Premises that are visible from outside the Premises.
12. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises and buildings for the purpose of inspecting the same.
13. **IMPROVEMENTS OF PREMISES UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this lease.
14. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the Premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, 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 Lessee from conducting any practice that may be detrimental to the Airport and industrial

parks which in the opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.

15. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the Premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

16. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and any buildings presently located on the Premises, or constructed thereon during the course of this lease except the roof of the current building of approximately 7,500 square feet presently comprising a portion of the Premises.

Lessor, at its own cost and expense, shall keep, maintain, and repair the roof of the Building leased. In the event of an event necessitating repairs to the roof Lessee shall promptly give Lessor written notice of the need for repairs.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of construction of any structures, to any degree, located on or to be located on the Premises. Further, Lessee agrees the interests of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

17. **INSURANCE AND BUILDING:**

- (a) Lessee shall carry public liability and property damage insurance policies with respect to the Premises and any improvements thereto. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,00,00.00 for injury or death to any one person and \$2,000,000.00 for any one accident and \$1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.
- (b) If any structure located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall

restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to any structure occurs during the final twelve (12) months of the then current term, Lessor may terminate this lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of the lease.

- (c) At any time after occupancy of the Premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

18. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

19. **SUBORDINATION:**

- (a) This lease and all rights of Lessee 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 Premises or any other encumbrances Lessor desires to place on the Premises.
- (b) This lease shall be subordinate to the provisions of any existing or future agreement between Lessor 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.

20. **REAL PROPERTY TAXES AND ASSESSMENTS:** Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.

21. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this lease.

22. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the Premises by

Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

23. **CONDEMNATION:** In the event the entire Premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the lease; should a substantial part of said Premises be so taken, the Lessee 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.

24. **CLEANLINESS**: Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance thereon.
25. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on the Premises pursuant to the terms of this lease, during the term of said lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this lease.
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this lease shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto, including buildings (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the Premises is a portion of the Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport. This lease may be subject to approval of the Federal Aviation Administration (the "FAA"). If the FAA disapproves this lease, either party may terminate the lease by providing written notice. This lease shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal, or local statutes or regulations.

29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 said facilities, (2) and 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 be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the 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. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.
31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, 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.
32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold

harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated biphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION**: Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE**: The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT**: This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **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 Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the City of Lake City Council.

37. **RESERVATION OF RIGHTS:** This lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees this lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, the State of Florida, or any of its agencies, 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 grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. These terms and conditions include, but are not limited to, requirements that the Lessor obtain fair market rental value for the Premises for the duration of the lease term.

Supplemental to the foregoing, and not as a limitation thereof, 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 LESSOR 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 LESSOR or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the LESSOR to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Airport Land Lease to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]**

Airport Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Tubular Building Systems, LLC, (LESSEE)

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this ____ day of December, 2025.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Steel, LLC, a Florida limited liability company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

ATTEST BY THE CITY CLERK OF THE CITY OF LAKE
CITY, FLORIDA:

Audrey E. Sikes, City Clerk

Lessee Initials: _____

Lessor Initials: _____

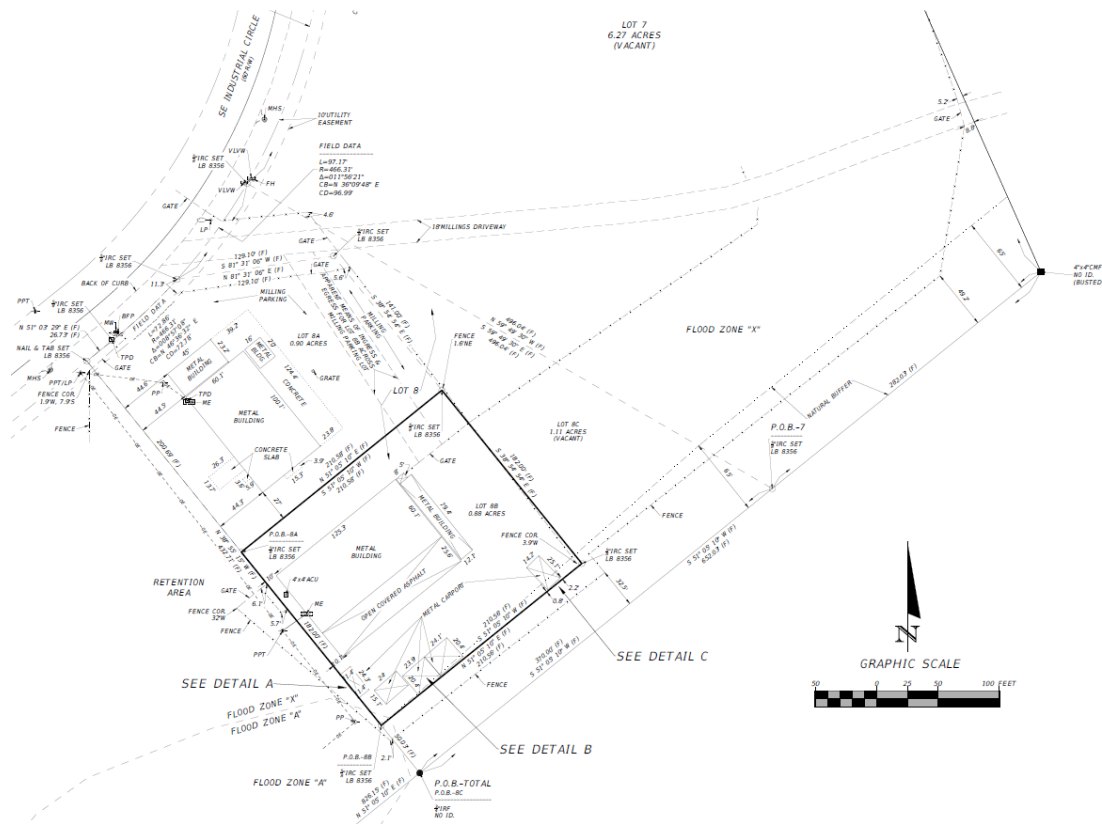
EXHIBIT "A"

Page 1 of 3

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, being described as follows, together with easements for ingress and egress over and across portions of Lot 8A and Lot 8C, such easements being depicted as follows:

Lot 8B (a portion of Lot 8):

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.



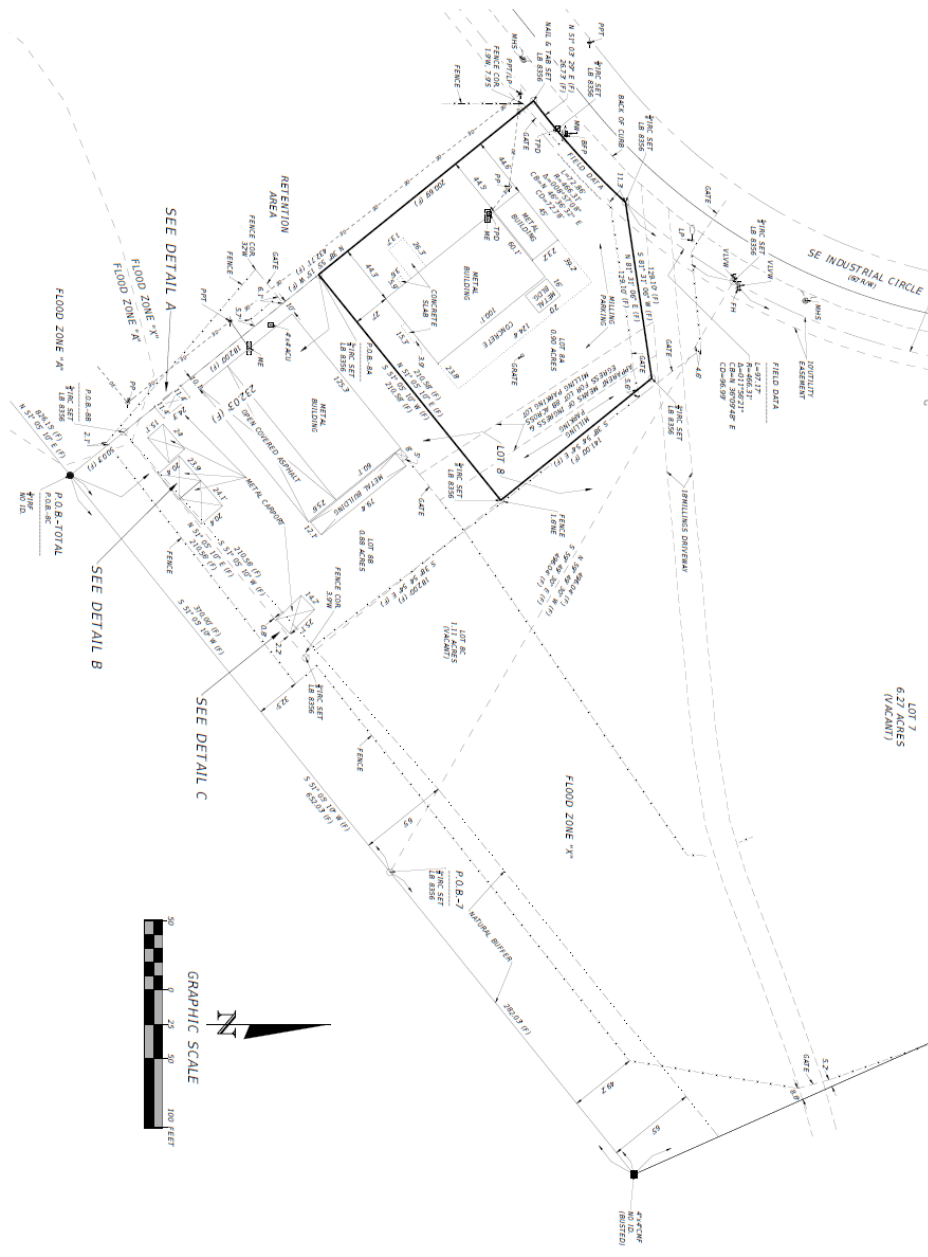
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":



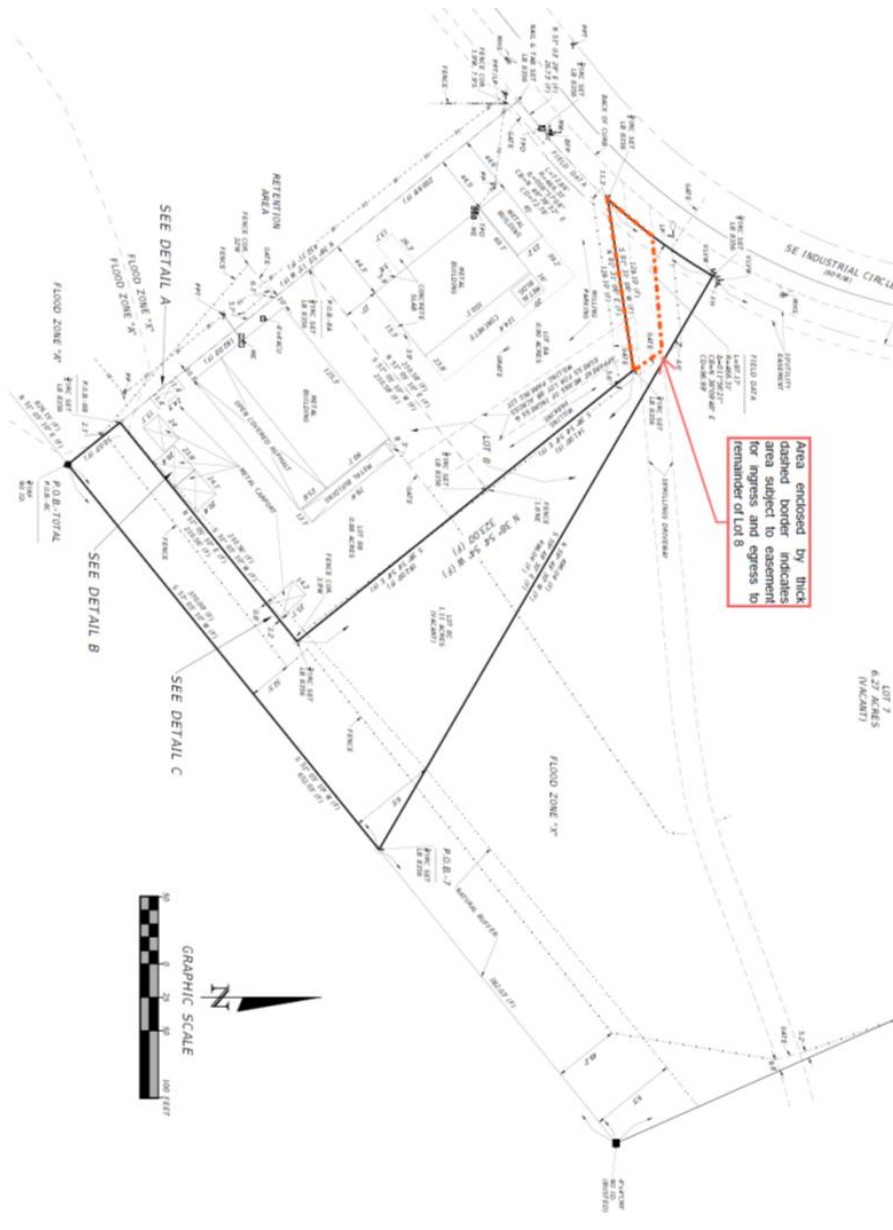
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 3 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:



Lessee Initials: _____

Lessor Initials: _____

Return to:

City of Lake City
Attn: Procurement Director
205 North Marion Avenue
Lake City, FL 32055

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of December 2025, by and between the City of Lake City, Florida, a Florida municipality (the "Lessor" or "City"), and Tubular Building Systems, LLC, a Florida limited liability company (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Airport Land Lease Between the City of Lake City, Florida and Tubular Building Systems, LLC* dated December 16, 2025, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida; now therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties the Lease contains additional terms not set forth below and the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one (1) year, beginning on January 1, 2026, and continuing through and ending on December 31, 2026. The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional one (1) year terms.
3. Subject to the terms of the Lease, the Lease allows the Lessee to construct or place leasehold improvements upon the Premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]**

Lessee Initials: _____

Lessor Initials: _____

IN WITNESS WHEREOF, the parties have executed this document this ____ day of December 2025.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Building Systems, LLC, a Florida limited liability company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence on this _____ day of December 2025 by Noah E. Walker, Mayor, on behalf of the City of Lake City, Florida, who is personally known to me.

Notary Public - Signature

Notary Name - Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of December 2025 by Donald E. Little, Jr., Manager, on behalf of the Tubular Building Systems, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

Lessee Initials: _____

Lessor Initials: _____

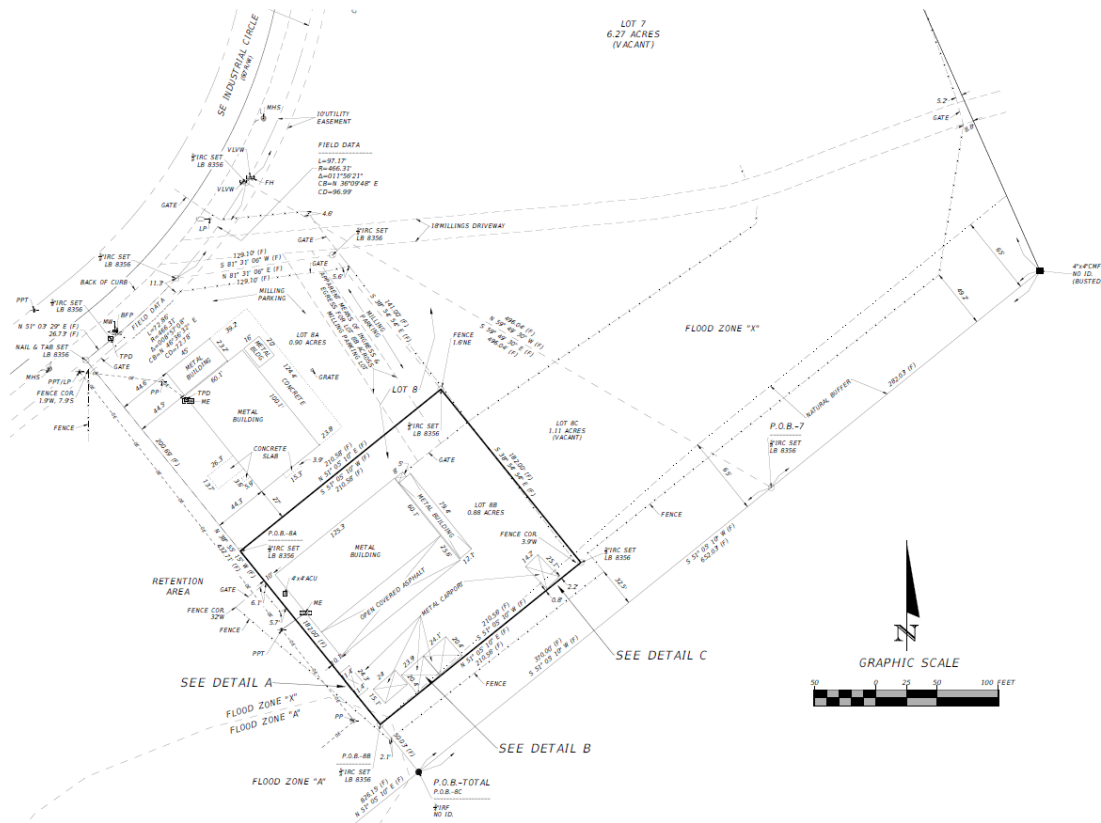
EXHIBIT "A"

Page 1 of 3

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, together with an easement for ingress and egress over and across a portion of Lot 8A, such lot and easement being described as follows:

Lot 8B (a portion of Lot 8):

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.



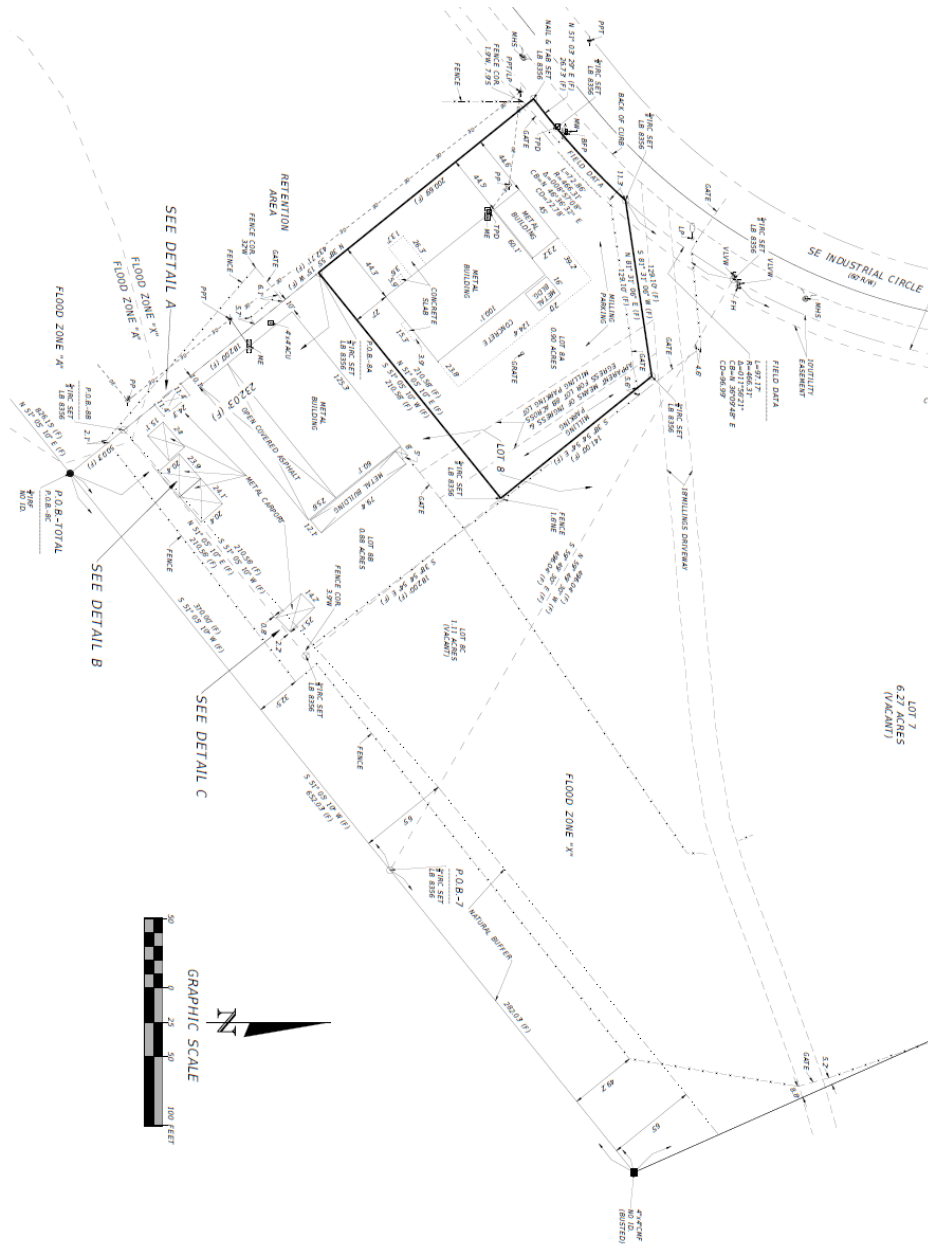
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":



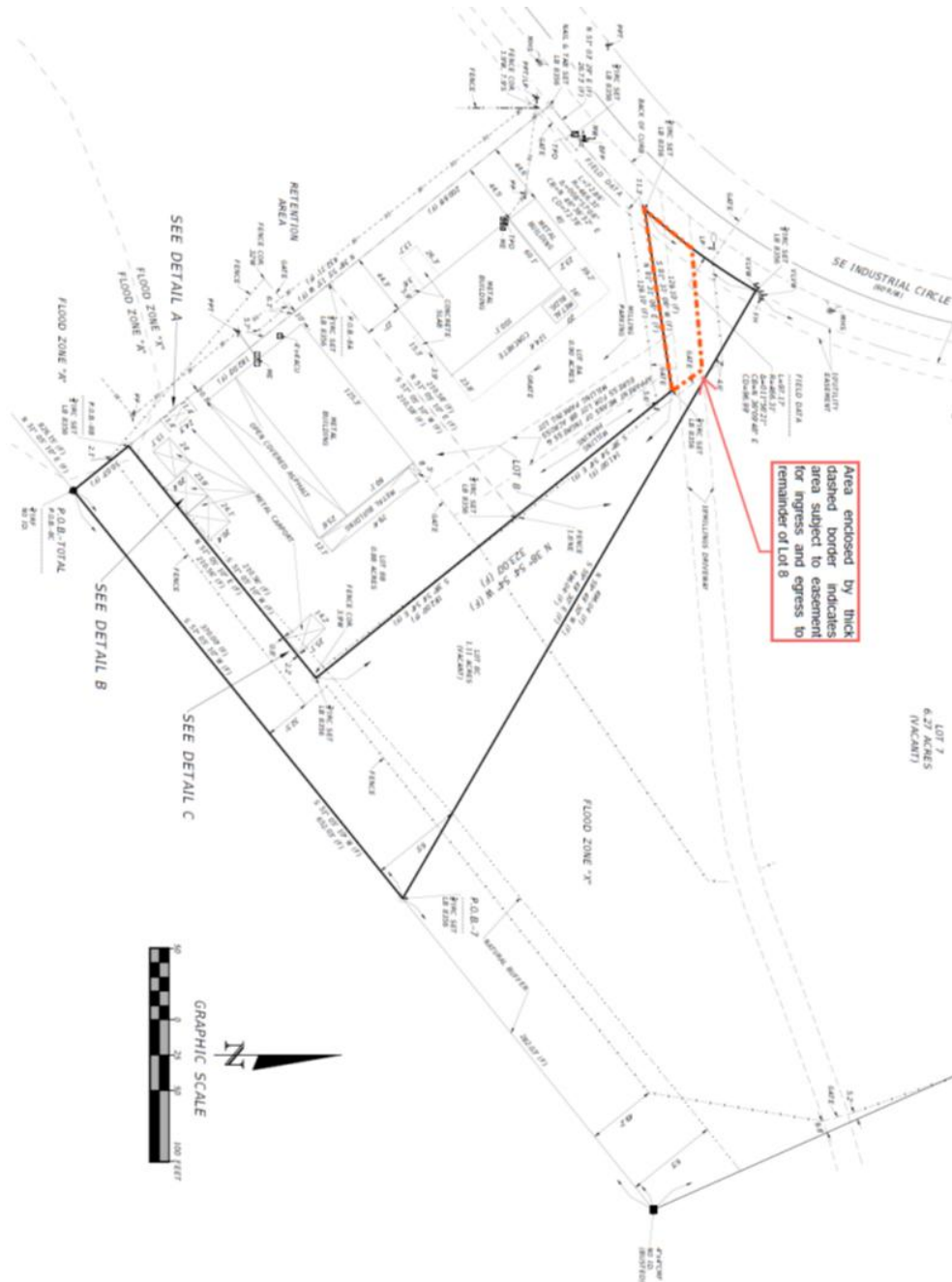
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 3 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:



Lessee Initials: _____

Lessor Initials: _____