

Land Lease Agreement

THIS LAND LEASE AGREEMENT is entered into this ____ day of _____ 2017, by and between the City of Clearwater, a municipal corporation, hereinafter referred to as "Lessor," and the Civil Air Patrol by and through the Florida Wing, a Congressionally chartered corporation and auxiliary of the United States Air Force, located at 1000 N. Hercules Ave., Clearwater, Florida 33765, herein referred to as "Lessee" or "Tenant."

The parties hereby agree as follows:

That in consideration of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease property as described in "Exhibit A" at the Clearwater Airpark located at 1000 N. Hercules Ave., Clearwater, Florida 33765.

1. The term of this lease shall be for five (5) years beginning January 1, 2018 and ending December 31, 2022. The Lessor retains the right to terminate this lease for any municipal purpose consistent with the Lessor's charter; additionally, Lessor may terminate this lease if the State of Florida or any of its agencies or political subdivisions thereof acquires the demised property or any portion thereof for a public purpose.

Should construction on the Fixed Base Operator (FBO) building or leasehold be necessary during the term of this agreement, the Civil Air Patrol may be required to remove personal property, buildings, fixtures, etc., at the Lessor's sole discretion, from the airpark premises to accommodate such construction. Desk space and use of meeting rooms may be provided, where possible, in the FBO building, and such FBO space use must be detailed in a separate agreement.

2. It is understood and agreed that the leased premises are to be used as a training facility for senior members and teenage cadets in ground crew operations and communications systems. The squadron will be "on call" to assist in times of emergency and to aid in search and rescue missions as approved and assigned by the U.S. Air Force. It is further understood and agreed that the leased premises shall be used only for public purposes and that in no event shall the Lessee permit the premises or any portion to be used for a purely private or individual purpose. It is likewise understood and agreed that all alteration and installation expenses incident to the above shall be borne by the Lessee, and that any significant alteration of the demised premises shall require prior written approval of the Lessor.
3. It is understood and agreed between the parties that the Lessee shall not make any assignment, sublease, sale or other transfer of this lease, without Lessor's consent.
4. In the event that the City Council of said Lessor should at any time during the existence of this lease decide that said premises or any part thereof is needed for

any municipal purpose, the lease shall cease and terminate after thirty (30) days written notice to the Lessee.

5. It is further provided that if at any time in the future, improvements or additions of a permanent or lasting nature are made to said premises, and at the time of the making of said additions and improvements, the Lessor's City Manager is notified in writing of the cost and nature of same, and his prior written approval is obtained, then and in that event, and upon cancellation of this lease in the manner set forth in paragraph 4 of this lease, the Lessor may, at Lessor's sole discretion, pay the Lessee the cost of such additions and improvements, less depreciation.
6. The said Lessee covenants and agrees to make no unlawful, improper or offensive use of said demised premises nor to permit its use in any way to become a nuisance to other users of the property in its area.
7. The Lessee may place appropriate signs on the demised property as long as said signs conform to the ordinances of the City of Clearwater, Florida, presently in force or passed during the term thereof regarding signs; provided, however, that no sign other than the signs as aforesaid shall be painted, erected, constructed or maintained by the Lessee and provided further that the Lessee shall upon the expiration of the term hereof completely remove any signs as might be permitted during the term hereof.
8. The Lessee will be responsible for all maintenance costs, taxes, and utilities, such as, but not limited to, electric, water, telephone service and grounds upkeep relating exclusively to the use and possession of its leasehold.
 - a. Lessee shall properly maintain the Leased Premises in a clean and orderly condition.
 - b. If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the Leased Property, based on the Lessee's use of the Leased Property during the term of this lease, the Lessee agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the Lessor. In the event the Lessee fails to pay all such taxes assessed or levied on the Property within thirty (30) days after receiving written notice, the Lessor may, at its sole option, pay such taxes, liens, or assessments, which Lessee shall immediately reimburse Lessor together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the Lessor. Failure of the Lessee to pay any taxes or assessments pursuant to this subparagraph will constitute a material default of this Lease.
9. It is further agreed between the parties hereto that in the event said Lessee should breach any of the covenants herein contained or should the demised premises cease to be used by the Lessee for the purposes herein set forth for a period of thirty (30) days at any time after the inception of this lease, then said Lessee shall become a tenant at sufferance and the said Lessor shall have the right, privilege

and option after notice in writing to said Lessee of the breach of said covenants or agreements, to declare this lease terminated.

10. To the extent permitted under federal law, the Lessee's assumes full responsibility for and covenants and agrees to indemnify and hold harmless the Lessor, its agents and employees, from and against any and all actions, claims, losses or expenses (including attorney's costs) for any damages because of bodily injury, personal injury or property damage, including loss of use thereof, resulting from the Lessee's negligent conduct in the use or occupancy of the demised premises. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the Lessor may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.
11. Lessee understands that this Lease is only for land; any buildings, improvements, fixtures, or personal property placed or moved in the premises shall be at the risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or damage to any part of the property occupying the premises unless the same is due to the negligence of the Lessor, its agents, servants or employees.
12. The Lessor, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or the leasehold. The right of entry shall likewise exist for the purpose of correcting or removing any violations of local ordinance and state/federal laws.
13. Lessee hereby accepts the premises in the condition it is in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as it is at the commencement of said term, and to return the premises to its original condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement, or Improvements that remain upon Lessor's acquiescence. The Lessee agrees to repair, immediately upon Lessor's demand, any damage to said premises that is caused by any act or neglect of Lessee or of any person or persons in the employ or under the control of the Lessee.
14. The Lessee herewith covenants and agrees that no hazardous materials, hazardous waste, or other hazardous substances will be used, handled, stored or otherwise placed upon the property or, in the alternative, that such materials, wastes or substances may be located on the property, only upon the prior written consent of the Lessor hereunder, and only in strict accord and compliance with any and all applicable state and federal laws and ordinances. In the event such materials are utilized, handled, stored or otherwise placed upon the property, Lessee expressly herewith agrees to indemnify and hold Lessor harmless from any and all costs incurred by Lessor or damages as may be assessed against Lessor in connection with or otherwise relating to said hazardous materials, wastes or substances at anytime, without regard to the term of this lease. This provision shall specifically survive the termination hereof.

15. Lessee shall have the right to only park vehicles on the Leased Premises, Exhibit A. Lessee is not permitted to use the parking space that is not within its leasehold.
16. This lease shall be binding upon the parties hereto, their successors, administrators, assigns, and subtenants. The Lessee agrees to comply with the insurance requirements shown in Exhibit B
17. This agreement shall be governed by the laws of the State of Florida, except for those matters governed by and under the jurisdiction of federal law, and all signatories consent to the exclusive jurisdiction of the state courts and U.S. federal courts located in Pinellas or Hillsborough Counties, where applicable, for any dispute arising out of this Agreement. If any a dispute arises between the Parties concerning the meaning of any provisions of this Agreement, and an action is filed, each respective party shall be responsible for their own attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

Lessor:

CITY OF CLEARWATER, FLORIDA

George N. Cretelos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Camilo Soto
Assistant City Attorney

Rosemarie Call
City Clerk

Lessee/Tenant: CIVIL AIR PATROL



Civil Air Patrol Representative
~~CAP Florida Wing Commander~~
John A. Salvador, Chief Operating Officer

N.T.S.

This is not a survey

EXHIBIT "A"

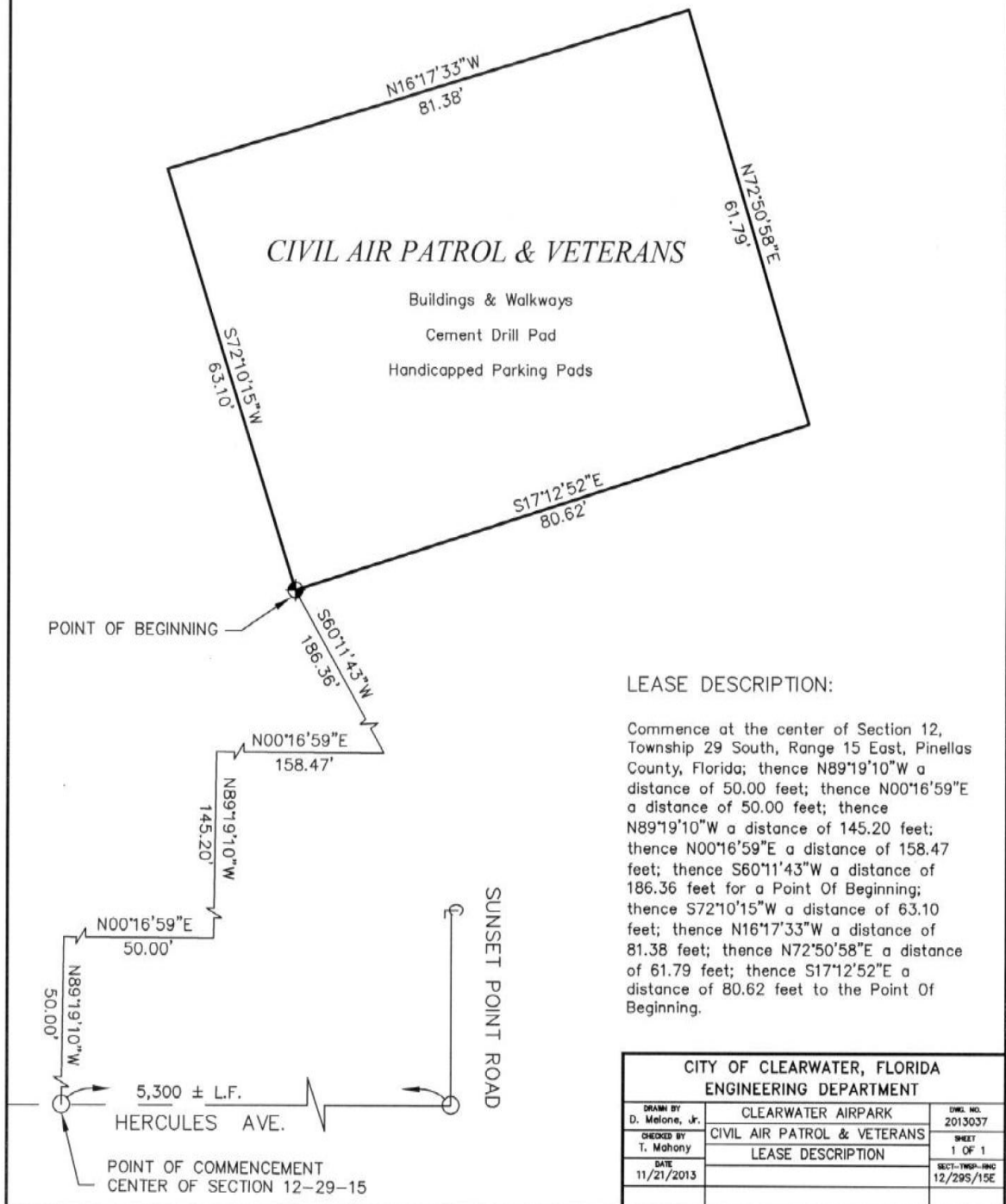


Exhibit "B"

INSURANCE REQUIREMENTS

1. Lessee shall maintain:
 - a. Comprehensive General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 combined single limit Bodily Injury Liability and Property Damage Liability.
 - b. Workers' Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability, which meets all state and federal laws.
2. Additional Insurance. The City is to be specifically included as an additional insured on all liability coverage described above.
3. Notice of Cancellation or Restriction - All policies of insurance must be endorsed to provide the City with thirty days notice of cancellation or restriction.
4. Certified Copies of Policies/Certificate of Insurance. Upon specific written request of the City, the Lessee shall provide the Lessor with certified copies of all policies of insurance as required above. In the absence of a specific written request, the Lessee shall provide the Lessor with Certificates of Insurance showing the Lessee has, at all times, the insurance coverage required by the Lease. Unless notice is given to Lessee otherwise, such Certificates of Insurance shall be provided to the Marine & Aviation Director. The first Certificate of Insurance required by the lease shall be provided to the Marine & Aviation Director before occupancy of the demised premises by the Lessee.