



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-831, **Version:** 1

Interoffice Memorandum

DATE: May 21, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Ana Alves, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Orlando Executive Airport Lease Agreement Orange County Sheriff Facility Orlando Executive Airport Orlando, Florida and Orange County, Florida, and authorization for the Manager of the Real Estate Management Division to exercise renewal options, furnish notices, required or allowed by the Lease and approval for the Manager of the Capital Projects Division to sign permits necessary for the construction of improvements as contemplated, as needed for the OCSO Hangar Lease Orlando Executive Airport, 3526 E. Amelia St., Orlando, Florida 32827. Lease file 1021. District 3. **(Real Estate Management Division)**

PROJECT:

OCSO Hangar Lease Orlando Executive Airport
3526 E. Amelia St., Orlando, Florida 32827
Lease File 1021

PURPOSE: To continue to provide hangar and office space for the Sheriff's Aviation Operations at the Orlando Executive Airport.

ITEM:

Lease Agreement
Term: Five years
Cost: \$23,254.92 per month
Option: Two, five-year renewals
Size: 140,470 square feet (Land)

13,100 square feet (Hangar Building 195)
8,100 square feet (Hangar Building 196)
46,807 square feet (Aircraft Apron Pavement)
23,144 square feet (Vehicle Pavement)

BUDGET: Account No.: 0001-043-0201-3620

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division
Risk Management Division
Orange County Sheriff's Office

REMARKS: The County has leased this space since 2003 for the Sheriff's Aviation Operations at the Orlando Executive Airport under a sublease agreement with Hangarco, II, Inc. approved by the Board on December 2, 2003. The Lease between Hangarco, II and the Greater Orlando Aviation Authority (GOAA) expired on May 31, 2025, and the County is entering into a direct Lease with GOAA with an effective date of June 1, 2025. This will ensure continuity of the Sheriff's Aviation Operations.

The Lease includes an allocation of \$527,562.20 for rent credit allocated over the first two years of the initial term of the Lease. This credit is in consideration of improvements that will be made by the County to the leased premises to better support the operations of the Sheriff's Aviation Operations.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 17 2025

ORLANDO EXECUTIVE AIRPORT

LEASE AGREEMENT

ORANGE COUNTY SHERIFF FACILITY

**Orlando Executive Airport
Orlando, Florida**

AND

Orange County, Florida

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	6
1.1 Definitions.....	6
ARTICLE 2 PREMISES AND USES	8
2.1 Premises.....	8
2.2 Post Effective Date Requirements of County.....	9
2.3 Aviation Authority Representations as to the Premises.....	9
2.4 Permitted Use.....	9
2.5 Aviation Authority Access to Premises.....	10
2.6 Restrictions on Use.	10
2.7 Compliance with Laws and Regulations.	11
2.8 Obligations of Aviation Authority.....	12
2.9 Assignment and Subletting.	12
2.10 Prohibited Uses.	13
ARTICLE 3 TERM OF LEASEHOLD	13
3.1 Term.....	13
3.2 Renewal Terms.	13
3.3 Deferred Maintenance Inspection Right.	13
ARTICLE 4 ANNUAL RENT, FEES, TAXES, AND AUDIT	14
4.1 Annual Rent.	14
4.2 Appraisal of Fair Market Value – Basis for Annual Rent.....	14
4.3 Calculation of Annual Rent.	14
4.3 Rent Credit. In consideration of the County self-performing the Work,.....	14
4.4 Adjustment of Annual Rent.....	15
4.5 Additional Rent.....	15
4.6 Delinquent Rent.	15
4.7 Unconditional Payment Obligation.....	15
4.8 Holdover.	16
ARTICLE 5 OBLIGATIONS OF COUNTY	16
5.1 Absolute Net Lease.	16
5.2 Operation and Maintenance.	16
5.3 County Improvements/Repairs.	16
5.4 Other County Alterations.	19
5.5 Surety Obligations for Construction and/or Repair of Premises.....	19

5.6	Title to Improvements.....	20
5.7	Grass and Landscaping.....	21
5.8	Utilities.....	21
5.9	Trash and Garbage.....	22
5.10	Trade Fixtures.....	22
5.11	Fire Protection System.	23
5.12	Airport Security.....	23
5.13	Compliance with Stormwater Regulations.....	23
5.14	Americans with Disabilities Act.	24
ARTICLE 6 TAXES.....		24
6.1	Payment of Sales Tax.	24
6.2	Property Taxes.....	24
ARTICLE 7 INSURANCE.....		25
7.1	Insurance While Under Construction, During Major Renovations and Demolition.....	25
7.2	Liability Insurance.	25
7.3	Property Insurance.....	27
7.4	Aviation Authority’s Right to Purchase.	28
7.5	Survival of Provisions.....	28
ARTICLE 8 ENVIRONMENTAL.....		28
8.1	Environmental Obligations.....	28
ARTICLE 9 INDEMNIFICATION.....		30
9.1	County Indemnification.	30
9.2	Limitations on Actions Against Members.....	31
ARTICLE 10 DESTRUCTION OF IMPROVEMENTS.....		31
10.1	Obligations of County.	31
10.2	Insurance Proceeds.....	31
ARTICLE 11 CONDEMNATION.....		32
11.1	Notice of Condemnation.....	32
11.2	Rights of Aviation Authority and County.....	32
11.3	Taking of Leasehold.	32
11.4	Obligations of County under Partial Taking.	32
11.5	Taking of Temporary Use of Premises and Improvements.....	33
11.6	Deposit of Sums Payable on Taking.....	33

ARTICLE 12 DEFAULT AND REMEDIES.....	33
12.1 County’s Events of Default.	33
12.2 Aviation Authority’s Remedies for Default.....	34
12.3 Advances by Aviation Authority and County.....	35
12.4 Non-Waiver by Aviation Authority.	35
12.5 Aviation Authority’s Events of Default.	35
ARTICLE 13 SUBORDINATION, ATTORNMENT AND ESTOPPEL	36
13.1 Subordination.....	36
13.2 Attornment: City as Aviation Authority’s Successor.....	37
13.3 Estoppel.	37
ARTICLE 14 FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.....	37
14.1 Federal Aviation Administration Requirements.	37
ARTICLE 15 MISCELLANEOUS	38
15.1 Exhibits.....	38
15.2 Broker.....	38
15.3 Recording.	38
15.4 Notice.	38
15.5 Other Notifications.	39
15.6 Relationship of Parties.	39
15.7 Radon.....	39
15.8 Force Majeure.....	40
15.9 Amendment.	40
15.10 Binding Effect.	40
15.11 Counterparts.	40
15.12 Calculation of Time Periods.	40
15.13 Currency.....	40
15.14 Drafting; Negotiation.	40
15.15 Effective Date.	41
15.16 Gender and Number.....	41
15.17 No Third-Party Beneficiaries.	41
15.18 Recording of Lease.	41
15.19 Section Headings.....	41
15.20 Severability.....	41
15.21 Delegation of Authority.....	41

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

15.22 Entire Agreement.	41
EXHIBIT A Premises.....	46
EXHIBIT B WORK.....	46
EXHIBIT C BOND FORMS.....	48
EXHIBIT D FORM OF MEMORANDUM OF LEASE AGREEMENT.....	63
EXHIBIT E FAA REQUIRED CONTRACT PROVISIONS	68
Exhibit F Initial Term Rent Payment Schedule (Including Rent Credit).....	72

**ORLANDO EXECUTIVE AIRPORT
LEASE AGREEMENT
(ORANGE COUNTY SHERIFF FACILITY)**

THIS LEASE AGREEMENT (“Lease”) is made to be effective as of the Effective Date (as defined below), between the **GREATER ORLANDO AVIATION AUTHORITY**, an independent special district and agency of the City of Orlando existing under the laws of the State of Florida, a public entity that operates the Orlando Executive Airport (“**Airport**”), whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (“**Aviation Authority**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (“**County**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Aviation Authority and County agree, and covenant as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. The following words, terms and phrases wherever used in this Lease shall, for purposes of this Lease, have the following meanings:

- (a) “**Additional Rent**” shall have the meaning set forth in Section 4.5 of this Lease.
- (b) “**Air Operations Area**” shall mean that portion of the Airport consisting of the cargo areas, airside buildings, aircraft aprons, ramps, taxiways, and runways.
- (c) “**Aircraft Apron Pavement**” shall mean the 46,807 square feet of aircraft apron located on the Land as shown on **Exhibit A**.
- (d) “**Airport**” shall have the meaning set forth above in the preamble to this Lease.
- (e) “**Amended and Restated Operation and Use Agreement**” shall have the meaning set forth in Section 2.3 of this Lease.
- (f) “**Applicable Laws**” shall have the meaning set forth in Section 2.7 of this Lease.
- (g) “**Aviation Authority**” shall mean the Greater Orlando Aviation Authority, a public entity created pursuant to Chapter 57-1658, Special Laws of Florida 1957, as replaced by Chapter 98-492, Laws of Florida, as amended.
- (h) “**CERCLA**” shall have the meaning set forth in Section 8.1 of this Lease.
- (i) “**City**” shall have the meaning set forth in Section 2.3 of this Lease.
- (j) “**County**” shall have the meaning set forth in the preamble to this Lease.
- (k) “**County’s Event of Default**” shall have the meaning set forth in Section 12.1 of this Lease.
- (l) “**Design Standards**” shall have the meaning set forth in Section 2.7(a).

- (m) **“Effective Date”** shall have the meaning set forth in Section 15.15 of this Lease.
- (n) **“Environmental Laws”** shall have the meaning set forth in Section 8.1 of this Lease.
- (o) **“Environmental Condition”** shall have the meaning set forth in Section 8.1(b) of this Lease.
- (p) **“Federal Aviation Administration”** or **“FAA.”** Shall refer to the U.S. federal government agency within the U.S. Department of Transportation that regulates civil aviation.
- (q) **“Force Majeure”** shall have the meaning set forth in Section 15.8 of this Lease.
- (r) **“Hangar Building 195”** shall mean that certain hangar building containing 13,100 square feet located on the Land.
- (s) **“Hangar Building 196”** shall mean that certain hangar building containing 8,100 square feet located on the Land.
- (t) **“Hazardous Substances”** shall have the meaning set forth in Section 8.1 of this Lease.
- (u) **“Improvements”** means all infrastructure, buildings, structures, fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems on the Premises including, but not limited to, the, Hangar Building 195, Hangar Building 196, Aircraft Apron Pavement, Vehicle Pavement, and the Work (all defined herein) and generally depicted on **Exhibit A**.
- (v) **“Insurance Requirements”** shall have the meaning set forth in Article 7 of this Lease.
- (w) **“Land”** shall mean that portion of the Airport consisting of 140,470 square feet as generally depicted on **Exhibit A**.
- (x) **“Lease”** shall have the meaning set forth above in the preamble to this Lease.
- (y)
- (z) **“Partial Taking”** shall have the meaning set forth in Section 11.3 of this Lease.
- (aa) **“Permitted Uses”** shall have the meaning set forth in Section 2.4 of this Lease.
- (bb) **“Plans”** shall have the meaning set forth in Section 5.3(c) of this Lease.
- (cc) **“Premises”** shall have the meaning set forth in Section 2.1(a) of this Lease.
- (dd) **“Rent”** shall have the meaning set forth in Section 4.5 of this Lease.
- (ee) **“Rent Commencement Date”** shall be retroactive to June 1, 2025.
- (ff) **“Taking”** shall have the meaning set forth in Section 11.1 of this Lease.
- (gg) **“Temporary Taking”** shall have the meaning set forth in Section 11.5 of this Lease.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

(hh) “**Term**” shall have the meaning set forth in Section 3.1 of this Lease.

(ii) “**Vehicle Pavement**” shall mean the 23,144 square feet of vehicular pavement located on the Land as generally depicted on **Exhibit A**.

ARTICLE 2 PREMISES AND USES

2.1 Premises.

(a) **Description of Premises.** The premises to be demised pursuant to this Lease consist of a parcel of real property containing approximately 140,470 square feet located at the Airport (the “**Land**”), together with Hangar Building 195, Hangar Building 196, Aircraft Apron Pavement, Vehicle Pavement, together with any buildings, structures, fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems currently existing or hereafter located thereon (the “**Land Improvements**”), all as depicted on **Exhibit A** attached hereto and incorporated herein by reference (the Land and the Land Improvements are collectively referred to herein as the “**Premises**”).

(b) **Existing Conditions of Premises.** County has occupied the Premises as a subtenant without interruption since the commencement of its sublease agreement the *Lease Agreement between Hangarco II, Inc. and Orange County* approved by the Board of County Commissioners on December 2, 2003 of which the Aviation Authority consented to in its *Consent to Sublease* dated January 16, 2004 by and between the Greater Orlando Aviation Authority and Hangarco II, Inc. permitting Hangarco II, Inc. to sublease the premises demised to it pursuant to that certain lease, *Orlando Executive Airport Hangar Lease Agreement between The Greater Orlando Aviation Authority and Hangarco II, Inc.* dated January 4, 2004 with Hangarco II, Inc. (the “**Prime Lease**”) The Prime Lease between Hangarco II, Inc. (the “**Hangarco**”) and Aviation Authority expired on May 31, 2025. Prior to the expiration of the Prime Lease, County and Aviation Authority identified deferred maintenance that was to be completed by Hangarco but has failed to do so. The Parties have agreed upon a description of the items of deferred maintenance which is attached hereto as **Exhibit B** (the “**Deferred Maintenance Work**”). In addition, the Parties acknowledge that the condition of the Aircraft Apron Pavement requires replacement, per the Aviation Asphalt Assessment conducted by Rhodes and Brito Architects, report dated June 26, 2024 (the “**Asphalt Report**”). The Asphalt Report recommends removal of the existing asphalt and full replacement with full-depth concrete with fiber mesh reinforcement, most particularly at the locations where the helicopter and transport traffic are conducted (the “**Asphalt Work**”). In an effort to maintain continuity of occupancy and to cause as minimal disruption to the County’s critical public safety operations, County has agreed to enter into a direct lease with the Aviation Authority and self-perform the Deferred Maintenance Work as well as the Asphalt Work. County shall receive a Rent Credit for the cost to self-perform the Deferred Maintenance Work and Asphalt Work as set forth in Article 4 below.

(c) **Demise of Premises.** Subject to the terms and conditions set forth in this Lease, Aviation Authority hereby demises and leases to County, and County hereby leases from Aviation Authority the Premises.

2.2 Post Effective Date Requirements of County.

(a) **Evacuation and Hurricane Plans.** Within thirty (30) days of the Effective Date, County shall provide the Aviation Authority with emergency evacuation and hurricane plans consistent with the Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by County and its sublessee, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by the Aviation Authority.

2.3 Aviation Authority Representations as to the Premises.

(a) **Authority.** The City of Orlando (the "City") is the owner in fee simple of the Premises, and the Aviation Authority presently exclusively operates the Premises under an Amended and Restated Operation and Use Agreement with the City, dated August 31, 2015, as may be amended from time to time (such Operation and Use Agreement, as amended, is hereinafter the "**Operation and Use Agreement**"). Pursuant to the Operation and Use Agreement, the Aviation Authority warrants to County that the Aviation Authority has the full power and authority to enter into this Lease and perform its obligations hereunder.

(b) **Condition of Premises.** Subject to the Work as defined in Section 5.3 below, County accepts the Premises in its "AS-IS, WHERE IS" condition and agrees that the Premises are suitable for County's use as described herein subject to the Aviation Authority's performance of its obligations under this Lease. County acknowledges that Aviation Authority has made no representations or warranties relating to the suitability of the Premises for any particular use except as otherwise provided herein, and unless otherwise expressly provided in this Lease, Aviation Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises, other than as set forth herein. County shall not permit any unlawful nuisance or waste on the Premises, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, or (iii) loss by condemnation. County agrees to surrender the Land, or portions thereof, upon the expiration, or earlier termination of this Lease, in a condition substantially similar to the condition of the Premises at the expiration of the Construction Period Term, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, or (iii) loss by condemnation.

(c) **Exclusive Rights.** The rights granted to County under this Lease are not exclusive, except that County shall have the exclusive use of the Premises for the Term of this Lease in accordance with the provisions of this Lease. The Aviation Authority expressly reserves the right to grant to third parties rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to County hereunder.

2.4 Permitted Use. In addition to all other rights elsewhere granted in this Agreement, County shall conduct the Orange County Sheriff's Office Aviation Unit's aeronautical public safety operations and government-related official business at the Premises. Fuel storage and dispensing of aviation fuels is permitted exclusively for aircraft owned, leased, or operated by the County with appropriate permit obtained from FDEP. No other business activities shall be permitted unless subsequently authorized in writing by the Aviation Authority. All uses on the Premises shall comply with all then current Federal Aviation Authority regulations on use of land and facilities on the Airport.

2.5 Aviation Authority Access to Premises. County grants Aviation Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times in the presence of a County representative (upon reasonable at least **forty-eight (48) hours** prior notice, (except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of County hereunder are being met and performed, and for exercising the Aviation Authority's rights under Section 2.4 of the Lease, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Aviation Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons, and suppliers, shall have the right of vehicular and pedestrian access, ingress, and egress over all non-restricted access streets at the Airport. Aviation Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons, and suppliers, shall have the right of vehicular and pedestrian access, ingress, and egress over all non-restricted access streets at the Airport.

2.6 Restrictions on Use.

(a) Signage. All signage on the Premises shall be approved in writing by the Aviation Authority before being installed. Review and approval of signage shall be through the Design Review Team or such other processes as set forth by the Aviation Authority. Such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, rooftop signage shall be strictly prohibited.

(b) Conduct of County Parties. County shall control the conduct, demeanor and appearance of County's invitees, licensees, subtenants, contractors, and any other parties doing business at the Premises and, upon reasonable written objection from the Authority concerning the conduct of any such person, shall immediately take all reasonable steps necessary to remove the cause of the objection.

(c) Noise and Vibrations. County shall support the reasonable noise mitigation measures established by the Authority to mitigate noise impacts of County's operations outside the boundaries of the Airport.

(d) Engine Runups. Except to the extent that noise restrictions of any governmental authority having jurisdiction thereover may preclude or limit the same, County shall have the right to conduct engine runups at the Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as Aviation Authority may designate from time to time for such purposes, in reasonable proximity to the Premises on the Airport, and subject to the reasonable rules and regulations of Aviation Authority.

(e) Vehicular Parking. County shall not allow County Parties to park vehicles within the grassed areas of the Premises or in other areas of the Airport that are not leased or licensed to County without the prior written consent of the Airport Authority, which consent may be granted or withheld in the Chief Executive Officer's sole and absolute discretion.

(f) **Nuisance.** County shall not commit any physical nuisance on the Premises and shall not do anything which would result in the creation, commission or maintenance of such nuisance on the Premises.

(g) **Right to Operate Aircraft at Airport.** Nothing contained in this Lease shall give County the right to operate a scheduled airline or scheduled air service at the Airport as those uses are regulated by the FAA.

(h) **Visual Arts.** County shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing Aviation Authority with a written waiver, in form acceptable to the Aviation Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Aviation Authority's prior written approval.

2.7 Compliance with Laws and Regulations.

(a) **Applicable Laws and Regulations.** County leases the Premises subject to, and County agrees to comply: (i) with all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses (collectively, the "**Applicable Laws**") (provided that County shall have the right to contest Applicable Laws subject to the terms of Section 2.7(b) below), (ii) with all covenants, easements and restrictions of record, (iii) materially with all applicable conditions of the Greater Orlando Aviation Tenant Design Guidelines, as may be amended from time to time ("**Airport Design Guidelines**"), (iv) materially with all applicable conditions of the Orlando Executive Airport Master Plan dated September 2014, as may be amended from time to time (the "**Master Plan**"), and (collectively the Airport Design Guidelines and Master Plan are referred to as the "**Design Standards**"). Aviation Authority provided a copy of the most recent Design Standards to County prior to the Effective Date and agrees to provide any updates, amendments, revisions and/or restatements to said Design Standards within thirty (30) days of their adoption.

(b) **Contest of Applicable Laws.** County may exercise any rights provided by law to contest the Applicable Laws and shall not thereby be deemed in default under this Lease, provided:

(i) no Event of Default has occurred and is continuing hereunder;

(ii) upon request by the Authority, County shall provide security reasonably satisfactory to the Authority assuring compliance with such Applicable Laws and protecting Authority and the Premises against any penalty, fine, charge or other expense which may arise as a result of any delay in compliance therewith;

(iii) such contest shall operate to suspend enforcement of compliance with the Applicable Laws; and

(iv) such contest is maintained and prosecuted by County, at County's cost, with due diligence.

(c) **Aviation Authority Policies and Procedures.** County shall observe and comply with all reasonable rules and regulations of Aviation Authority which now exist or may hereinafter

be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Aviation Authority shall, at County's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to County. Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. §41713), of any state or local law or ordinance, or of the rules and regulations of Aviation Authority.

2.8 Obligations of Aviation Authority.

(a) Quiet Enjoyment. Aviation Authority agrees that, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, County shall peaceably and quietly have, hold, and enjoy the Premises and other rights granted hereunder in accordance with the terms and conditions of this Lease.

(b) Condition and Maintenance of Streets; Access. Aviation Authority will maintain the streets and roads at the Airport in reasonably good condition. County shall have vehicular access to the Premises using such vehicles as are legally permitted to operate on public roads in the City. County shall have access to the air operations area of the Airport for its employees, customers and subtenants as is reasonably necessary, over such roadways which Aviation Authority shall from time to time designate for such purpose, subject to such reasonable nonarbitrary rules and regulations regarding the use of such roadways. Portions of public and controlled access roadways may be closed from time to time in order to make repairs or renovations thereto, but the Aviation Authority shall be obligated to provide reasonable temporary access to the Premises and air operations area. Such roadways may be closed entirely in the event of emergency; provided, however, that in such event Aviation Authority will make a reasonable effort to provide an alternative access to the Premises given the nature of County's public and safety services.

(c) No Other Obligations of Aviation Authority. County acknowledges that Aviation Authority has made no representations or warranties relating to the suitability of the Premises for any use, and that, except as otherwise expressly provided in this Lease, and that except as otherwise expressly provided in this Section 2.8, Aviation Authority shall have (i) no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings or equipment now or hereafter / constructed, installed or used on the Premises, and (ii) no liability to County arising out of any defect or deficiency in the Premises or the Improvements.

2.9 Assignment and Subletting.

(a) Prior Written Consent. With the prior written consent of the Aviation Authority, County shall be permitted to assign or sublet all or a portion of the Premises to another Orange County department, agency and or constitutional office ("**Affiliate Party**") said prior written consent of the Aviation Authority shall not be unreasonably withheld. However, County shall not be authorized to assign or sublet all or any portion of the Premises to a party other than an Affiliate Party without the prior written consent of the Aviation Authority, in its sole and absolute

discretion. Any assignment or sublease, which is not in strict compliance with the terms and conditions of this Section, shall be void ab initio and shall be of no force or effect whatsoever.

(b) Attorney's Fees Associated for Assignment and Subletting. In the event County desires to assign or sublet to a party other than an Affiliate Party, County agrees to reimburse the Aviation Authority for its reasonable attorneys' fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment pursuant to Section 2.9(a), whether or not such consent is given, and the negotiation and preparation of any documents with respect to such sublease or assignment.

2.10 Prohibited Uses. County shall not conduct any other activities not expressly permitted herein without the prior written consent of the Aviation Authority Chief Executive Officer, said consent is to be in the sole and absolute discretion of the Chief Executive Officer.

ARTICLE 3 TERM OF LEASEHOLD

3.1 Term. The initial term of the Lease shall begin on the Effective Date and expire at midnight on the date sixty (60) months after the Effective Date. If the Effective Date is any day other than the first day of a calendar month, the Term shall be extended automatically until midnight on the last day of the calendar month in which the Term would otherwise expire (the "**Initial Term**").

3.2 Renewal Terms. While this Lease is in full force and effect and County is not in Default of any of its provisions beyond applicable grace periods, and County (and/or Assigns) is in actual occupancy of the Premises, County shall have the right to elect to renew the Lease for two additional (2) five-year terms each (the "**First Renewal Term**" and the "**Second Renewal Term**"). The terms, covenants and conditions of the renewal term will be on the same terms, covenants and conditions as set forth herein.

(a) Process for Renewal. If County elects to exercise a right of renewal, County shall send written notice to the Aviation Authority at least nine (9) months prior to the expiration of the then current term of the Lease (the "**Renewal Notice**").

(b) Rental Rate for Renewal Terms. Rent for the First Renewal Term and the Second Renewal Term shall be set forth in Article 4.

3.3 Deferred Maintenance Inspection Right. The Aviation Authority shall cause the Improvements located on the Premises to be inspected no later than twelve (12) months prior to the expiration of any term of the Lease for any required deferred and preventative maintenance work ("**Inspection**"). Access to the Premises shall be in accordance with Article 2.5 above. Aviation Authority shall provide County with a comprehensive inspection report for its review. Aviation Authority and County will mutually agree upon any deferred or preventative maintenance work to be completed within sixty (60) days of County's receipt of the report, but in no event subsequent to expiration of the current Term County shall perform all such mutually agreed upon deferred and preventative maintenance work identified in the inspection report prior to the termination of the respective term of the Lease or within the timeframe agreed upon by the parties. If County fails to perform any of the agreed upon deferred and/or preventative maintenance

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

identified prior to the expiration of the Lease, the Aviation Authority may either perform all work not completed by County and charge County for the full cost incurred by Aviation Authority in performing such work.

ARTICLE 4 ANNUAL RENT, FEES, TAXES, AND AUDIT

4.1 Annual Rent. Annual Rent for each twelve-(12) month period or portion thereof during the Term, and any Renewal Term of this Lease, beginning on the Rent Commencement Date, in the amount detailed below, which Annual Rent shall be payable on or before the first (1st) day of each calendar month (or partial calendar month) thereafter, in amounts equal to one-twelfth (1/12) of the Annual Rent then due, in advance, without deduction or set-off (except as otherwise expressly provided in this Lease), at the office of the Aviation Authority’s Chief Financial Officer. The Annual Rent for a partial month during the Term or any Renewal Term of this Lease shall be prorated based on the number of days in such month.

4.2 Appraisal of Fair Market Value – Basis for Annual Rent. Annual Rent is based on the appraisal titled, *Fair Market Annual Rent Estimate, Orange County, Sheriff’s Office Aviation Unit Facility at 3534 E. Amelia Street, Orlando Executive Airport, Orlando, Orange County, Florida prepared by Slack, Johnston, Magenheimer, Real Estate Appraisers & Consultants dated May 24, 2024, with a date of valuation, March 13, 2024* (the “**Appraisal**”). The Appraisal is incorporated herein by reference.

4.3 Calculation of Annual Rent. Subject to the Rent Credit, beginning on the Rent Commencement Date and during the Term of this Lease, County shall pay to the Aviation Authority annual rent based on the fair market value as set forth in the Appraisal for the Land, Hangar Building 195, Hangar Building 196, Aircraft Apron Pavement and Vehicle Pavement Rent at the Premises for the total sum of **TWO HUNDRED SEVENTY NINE THOUSAND FIFTY NINE AND 05/100 DOLLARS (\$279,059.05)** per annum (the “**Annual Rent**”), payable in equal monthly installments of **TWENTY THREE THOUSAND TWO HUNDRED FIFTY FOUR AND 92/100 DOLLARS (\$23,254.92)**. Annual Rent is calculated as follows:

Location	Total Sq. Feet	Price/Sq. Foot	Monthly Rent	Annual Rent
Land	140,470	\$0.45	\$5,267.63	\$63,211.50
Hangar Building 195	13,100	\$12.50	\$13,645.83	\$163,750.00
Hangar Building 196	8,100	\$6.00	\$4,050.00	\$48,600.00
Aircraft Apron Pavement	46,807	\$0.05	\$195.03	\$2,340.35
Vehicle Pavement	23,144	\$0.05	\$96.43	\$1,157.20
		Totals:	\$23,254.92	\$279,059.05

4.3 Rent Credit. In consideration of the County self-performing the Work, County shall be entitled to a credit against the Annual Rent equal to the total cost of the Work, but in no

event shall said credit exceed **Five Hundred Twenty-Seven Thousand Five Hundred Sixty-Two and 60/100 Dollars (\$527,562.60)** (the “Rent Credit”). The Rent Credit shall be applied by reducing the Annual Rent to \$3,400 for the months of June 2025, July 2025, August 2025, and September 2025 and thereafter reducing the Annual Rent by **seventy-five percent (75%)** until the full Rent Credit has been exhausted. For avoidance of doubt, an Annual Rent and Rent Credit spreadsheet for the Term is attached hereto as **Exhibit F**.

4.4 Adjustment of Annual Rent. On the first anniversary of the Rent Commencement Date and continuing each anniversary thereafter, the applicable Annual Rent, shall be increased by **three and one-half percent (3.5%)** above the then prevailing Annual Rent. This adjustment will continue through any renewal term.

4.5 Additional Rent. Any amounts specified herein as part of the rent due from County under this Lease shall be in addition to the amount of Annual Rent due from County (the “Additional Rent”) (Annual Rent and Additional Rent, collectively, “Rent”). For any amount of Additional Rent due under this Lease, Aviation Authority shall furnish County with an invoice setting forth the nature and amount of such Additional Rent, and except as otherwise stated in this Lease, payment of such Additional Rent shall be made in full within **thirty (30) days** following the receipt of such invoice.

4.6 Delinquent Rent. Any installment of Annual Rent, and any fees or other charges accruing under this Lease that are not received within **fifteen (15) business days** after such payment is due, shall bear interest from the date when the same was due until paid by County at the interest rate of **eighteen percent (18%) per annum** (or, if less, the maximum interest rate allowed by law).

If Aviation Authority has paid any sum or sums or has incurred any obligation or expense for which County is obligated to pay or reimburse Aviation Authority, or if Aviation Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure or refusal of County to perform or fulfill any of the terms or conditions of this Lease, then the same shall be deemed Additional Rent due hereunder, and County shall, promptly after demand by Aviation Authority, reimburse Aviation Authority therefor. Aviation Authority agrees that it shall not pay any sum or incur any obligation or expense on behalf of County unless Aviation Authority has notified County and County fails or refuses to comply with its obligations under this Lease within **ten (10) business days** of receipt of such notice; provided, however, that in the event of an emergency, Aviation Authority shall not be obligated to notify County prior to incurring obligations as contemplated herein. Notwithstanding the foregoing, any sums due from County to the Aviation Authority under the provisions of this subsection shall bear interest at the rate of interest provided for above from the date any such sum was paid, or such expense was incurred by the Aviation Authority.

4.7 Unconditional Payment Obligation. Except as otherwise expressly provided in this Lease, County’s obligation to make the payments provided for in Section 4 shall be absolute and unconditional and will not be affected by the occurrence of any event or circumstance whatsoever. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, Rent under this Lease shall not abate, but the term of this Lease shall be

extended by the period of such suspension, and County will have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim.

4.8 Holdover. If County holds over and continues in possession of the Premises after expiration of this Lease or any extension, renewal or option of that Term, other than as provided above, County will be deemed to be occupying the Premises at sufferance from month-to-month tenancy, without limitation of any of the Aviation Authority's rights or remedies, subject to all of the terms and conditions of this Lease. The Premises rental shall be based on the same formula as the last month of the Term of the Lease prior to the holdover; provided, however, that the Rents payable for each one (1) month holding over period will equal one hundred fifty percent (150%) of the total monthly Rents then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 5 OBLIGATIONS OF COUNTY

5.1 Absolute Net Lease. This Lease shall be without cost to the Aviation Authority except for Aviation Authority's obligations set forth in Section 2.8 above or expressly provided elsewhere herein. County at its own expense shall:

- (a) keep and maintain the Premises and all Improvements, infrastructure, furnishings, and equipment now or hereafter located thereon, in a good state of repair and working order (reasonable wear and tear excepted) and in clean, safe condition and all maintenance, repairs and replacements shall be of a quality at least equal to the original in materials and workmanship.
- (b) pay all taxes, unless otherwise exempt, in accordance with the provisions of Article 6;
- (c) pay all casualty, liability and other insurance premiums required in accordance with provisions of Article 7; and
- (d) satisfy all of its other obligations under this Lease.

5.2 Operation and Maintenance. County agrees that it will operate and maintain all Improvements on the Premises in a first class, safe and clean condition, in accordance with all terms and conditions of this Lease and the Development Standards.

5.3 County Improvements/Repairs. The Parties acknowledge that the Asphalt Work and the Deferred Maintenance Work, (collectively the "**Work**"), on the Land will be undertaken by the County and the cost of which will be borne by the County, but the County shall receive a Rent Credit as set forth in Article 4.

(a) **Budget.** Prior to construction, County shall provide its budget for the Work for review by the Aviation Authority. All improvements, including the Work, constructed or placed on the Premises, including, but not limited to, drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with applicable requirements of this Article. Within one hundred twenty (120) days of completion of construction, County shall provide its final costs, including a schedule detailing the costs of constructing the Work by category and amount (the "**Work Construction Costs**").

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

The report shall be in a form acceptable to the Aviation Authority. The Parties agree that the cost of the Work may exceed the amount of the Rent Credit and Aviation Authority agrees that the value of the Rent Credit may be allocated across any of the Work, so long as the Work is completed. The cost of all Work completed by County that exceeds the amount of the Rent Credit shall be at the County's sole cost and expense.

(b) Plans.

(i) Review of Plans. Prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish, or modify any Improvements now or hereafter existing on the Premises, County shall submit the plans and specifications therefor (prepared in accordance with all applicable governmental regulations, including the City of Orlando, St. Johns River Water Management District, and Army Corp of Engineers, and under the seal of a duly licensed architect or engineer) to Aviation Authority for its approval (the "**Plans**"), which approval shall not be unreasonably withheld, conditioned, or delayed. No construction of any type shall commence prior to County's receipt of: (i) Aviation Authority's written approval of the Plans, which shall not be unreasonably withheld, (ii) a notice to proceed from the Aviation Authority, and (iii) all required permits, including without limitation those from the Aviation Authority, City, Orange County, and the applicable Water Management District. Within **one hundred eighty (180) days** after completion of construction of the Improvements, County shall, at its expense, provide Aviation Authority with record drawings and surveys (if applicable) showing the "as built" condition of any Improvements constructed by County on the Premises or off-site in support of the Premises.

(ii) Aviation Authority's Limitation of Liability for Approval of Plans. Approval of any Plans submitted by County shall not constitute the assumption of any liability by Aviation Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances, and regulations, or for their accuracy or suitability for County's intended purpose, and County shall be solely responsible for the Plans. Aviation Authority's approval of the Plans shall not constitute a waiver of Aviation Authority's right thereafter to require County, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to County's Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans. Aviation Authority's approval of such Plans shall mean that the Aviation Authority has found such Plans to have been prepared in accordance with the Design Standards, and such approval shall waive Aviation Authority's right thereafter to require County to amend the same to comply with the Design Standards.

(c) Permits. County shall obtain, at its expense, all necessary licenses and permits to accomplish the Improvements, and shall pay all applicable impact fees relating thereto. Aviation Authority, at no expense to the Aviation Authority, shall use reasonable efforts to assist County in its efforts to obtain all necessary approvals, licenses, and permits, including, but not limited to, executing any documents, applications, and other instruments as may be required by any applicable governmental authority for County's Improvements.

(d) No Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Aviation Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor, or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the Aviation Authority shall not be liable for any labor or materials, or services furnished or to be furnished to County upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Aviation Authority in the Premises or in this Lease. All Persons dealing with the Premises and with County are hereby put on notice that County does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all Persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of County or Persons dealing by, through or under County, are hereby put on notice that they must look solely to the County and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises. County hereby warrants and covenants to Aviation Authority that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances and hereby agrees to indemnify and hold Aviation Authority and the City harmless from and against any and all losses, damages, and costs, including reasonable attorneys' fees, relating to, or arising out of any such lien, claim or encumbrance. If any such lien or notice of lien on account of the alleged debt of County or any notice of contract by a party engaged by County or County's contractor to work on the Premises shall be filed against the Premises, County's leasehold interest therein or any Improvements (excluding liens for taxes which are not delinquent and mortgages permitted hereunder), the County shall, within **thirty (30) days** after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of the Aviation Authority in and to the Premises be subject to liens for improvements made by County or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of County. A Memorandum of Lease or other notice may be recorded by the Aviation Authority at its sole cost and expense within the public records providing notice under Section 713.10, Florida Statutes (2024) or its successor provision. The approved form of Memorandum of Lease is attached as **Exhibit D.**

(e) Standards of Construction. Once County has commenced construction of any Improvements, such construction shall be accomplished pursuant to standard construction procedures and practices established by Aviation Authority for work on the Airport and shall be pursued diligently to completion. All Improvements shall be constructed in strict accordance with the approved plans and specifications, the Development Standards and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances, and regulations unless a waiver or exemption has been obtained from the appropriate authority. Any construction or installation work by or for the County at the Airport shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other tenants and users.

(f) **Time for Completion of the Work.** Subject to any extensions granted, the Work shall be completed within twenty-eight (28) months of the Effective Date of the Lease. Aviation Authority shall grant to County an extension to the time for completion of the Work in accordance with Section 15.8, *Force Majeure*.

(g) **Public Entity Crimes Law.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

5.4 Other County Alterations. Should the County elect to make any other alterations to the Premises during the term of the Lease, other than the Work set forth in this Article 5, the same process and standards as set forth in Section 5.3(a)-(g) shall apply except that the budget shall be for the requested alterations, the alterations shall be at the County's sole cost and expense (the Aviation Authority will not provide a rent credit), and the alterations undertaken by County shall be diligently prosecuted to completion.

5.5 Surety Obligations for Construction and/or Repair of Premises.

(a) **Surety Bonds.**

(i) **Threshold.** Prior to the commencement of any improvements greater than \$200,000 at the Premises, County shall obtain, or cause to be obtained by its Contractor(s) and deliver to the Aviation Authority and record in the public records of Orange County, payment and performance bonds in sums equal to the full amount of the construction contract awarded by County for the improvements, as described more fully herein.

(ii) Such payment and performance bonds required hereunder shall name the Contractor of County as principal, shall name the Aviation Authority as an additional obligee thereunder through a multiple obligee rider and shall be drawn from such company licensed to do business in the State of Florida, subject to the Aviation Authority's reasonable approval.

(iii) All payment bonds required hereunder from any Contractor of County shall be in the sum equal to the full amount of the construction contract awarded by County for the improvements. Such payment bonds shall be conditioned upon the payment of all labor, materials, equipment, and supplies used in the performance of said construction contract.

(iv) All performance bonds required hereunder from any Contractor of County shall guarantee the faithful performance of said construction contract and shall protect the obligees from losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the obligees sustain because of a default by the Contractor under the contract.

(v) Bonds required hereunder shall be submitted in the forms attached hereto **Exhibit C** which fully comply, both in form and substance, with the requirements of Section 255.05, Fla. Stat., any successor thereto and any other applicable law or regulation and shall be

reasonably acceptable to the Aviation Authority. County shall provide the Aviation Authority with a certified copy of the bonds as evidence of thereof, which shall be recorded by the County, if requested by the Aviation Authority.

(b) Alternate Form of Security. In lieu of a payment bond and a performance bond in the amount of any contract between County and a Contractor, and in lieu of a demolition bond, pursuant to Section 255.05, Fla. Stat., County may furnish or caused to be furnished to the Aviation Authority an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Fla. Stat., in the amount of the underlying contract. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be reasonably made by the Aviation Authority.

(c) Sureties' Qualifications. It is further mutually agreed between County and the Aviation Authority that if at any time, the surety that issued a bond no longer meets the requirements set forth herein, County shall, at its expense, within **thirty (30) days** after the receipt of notice from the Aviation Authority to do so, furnish or cause to be furnished an additional or replacement bond or bonds from a surety that meets the requirements hereof.

Any bond shall be on the forms as attached hereto as **Exhibit C** and shall be written by a company that meets at least one of the following criteria: (A) has at least one investment grade long-term debt rating from Moody's Investors Service ("**Moody's**"), Standard & Poor's Financial Services ("**S&P**") or Fitch Ratings ("**Fitch**"); or (B) has a Financial Strength rating of A- or better from A.M. Best Company ("**A.M. Best**"). Any Letter of Credit provided hereunder shall be on a form provided by the Aviation Authority and shall be issued by an FDIC-insured bank that meets a minimum of one of the following criteria: (A) has at least one investment grade long-term debt rating from Moody's, S&P or Fitch; or (B) has a Financial Strength rating of A- or better from A.M. Best; or (C) has at least \$100 million in total assets, has maintained this asset level for the past three years, and has maintained a Tier 1 (core) risk based capital ratio of at least 6.0% for the past three years. In addition, no bank that is subject to a current enforcement action by any regulatory agency may provide a bond or Letter of Credit. Finally, bonds and Letters of Credit must be provided by institutions physically located within the United States.

5.6 Title to Improvements.

(a) Premises. For avoidance of doubt, the Improvements existing on the Effective Date of the Lease are vested in and will remain vested in the Aviation Authority (the "Existing Improvements"). Other than the Existing Improvements and the Work, title to all improvements now or hereafter constructed by County on the Premises shall remain with County during the Term of the Lease (the "County Improvements"). Upon the termination of County's right of possession under this Lease whether as a result of the expiration of the term of this Lease or any sooner termination thereof in accordance with the terms of this Lease, all right title and interest to the County Improvements shall vest in the Aviation Authority. Upon such "vesting" as herein provided, County hereby covenants to execute and deliver to Aviation Authority any and all instruments or documents that Aviation Authority reasonably requests to effectively transfer, assign and convey such County Improvements in fee to Aviation Authority, provided, that such instruments or documents shall be in a form reasonably acceptable to County. Notwithstanding the

above, should the Inspection, defined below, reveal that the conditions of the County Improvements on the Premises warrant demolition, the Aviation Authority reserves the right to require County to remove the County Improvements and restore the Premises to its original condition existing prior to the Effective Date of this Lease, with said determination to be in the sole and absolute discretion of the Aviation Authority. County's obligations under this Article shall survive the expiration or earlier termination of the Lease Term. At completion of construction, County shall deliver a current amortization schedule, to be straight line over the full five (5) year term with the cost of County Improvements being the actual invoiced amount for same.

(b) Asphalt Work and Deferred Maintenance Work Improvements. Title to the Work constructed by County shall vest with the Aviation Authority upon full completion of said construction and acceptance by the Aviation Authority. Upon such "vesting" as herein provided, County hereby covenants to execute and deliver to Aviation Authority any and all instruments or documents that Aviation Authority reasonably requests to effectively transfer, assign and convey such Work to Aviation Authority together with any warranties or guarantees associated with the Work, provided, that such instruments or documents shall be in a form reasonably acceptable to County and the warranties shall be jointly assumed by County and Aviation Authority.

5.7 Grass and Landscaping. County shall grass and landscape the Premises in accordance with the landscape plan approved by Aviation Authority and the terms of the Development Standards, and shall install on the Premises such automatic irrigation systems as shall be necessary to maintain such landscaping and grass areas, and thereafter County shall be obligated to keep all landscaping and grass areas on the Premises in a clean and well-trimmed condition, and to keep and maintain such automatic irrigation systems in a good state of repair.

5.8 Utilities. All utility services within and to the Premises required by County must be obtained at County's sole cost and expense by connection to the utilities installed at the Premises or in the vicinity thereof. The routes for all utility services lines or mains shall be reasonably approved by Aviation Authority, and all service lines and mains shall be placed underground by and at the expense of County, and County shall restore any property affected by placing such facilities underground. In addition, all utility curb cuts, excavation and trenching shall be subject to the prior written approval of Aviation Authority as part of Aviation Authority's review of County's Plans as provided in Section 5.2 above and shall be completed by and at the expense of County. All backfill, tamping, landscaping and street repair required as a result of such curb cuts, excavation and trenching shall be completed by and at the expense of County, to the reasonable satisfaction of Aviation Authority.

(a) County shall pay for all meters and measuring devices installed by County or by any utility on the Premises, to the extent payment is required by those utilities providing service, and shall pay for all utilities (including, without limitation, stormwater utility fees) consumed by County on the Premises.

(b) County agrees that Aviation Authority shall have no liability to County arising out of any interruption of utility service to the Premises, whether or not caused by repairs or alterations being made to any part of the Airport, unless such liability arises from Aviation Authority's proven negligence or willful misconduct; provided, however, to the extent that utility service is within the

control of Aviation Authority, Aviation Authority will provide reasonable notice to County of any scheduled interruption and will make a reasonable effort to restore (or cause to be restored) utility service as promptly as reasonably possible. Reasonable notice under this Section 5.8(b) shall be no later than **thirty (30) days** prior to commencement of ordinary repairs and alternations, and in the event of an emergency as soon as the Aviation Authority becomes aware of the emergency. In the event that an interruption of utility service is caused by the Aviation Authority's negligence, and such interruption continues for more than **twenty-four (24) hours**, County's then current Annual Rent shall be abated on a day for day basis until the utility service is restored to a level satisfactory to County in its sole discretion. For purposes of this Section, the acts of a third party shall not constitute acts within the control of Aviation Authority unless such acts were authorized by Aviation Authority.

5.9 Trash and Garbage. County shall make suitable arrangements for the storage, collection, and removal from the Premises of all trash, garbage and other refuse resulting from County's activities on the Premises. County shall provide appropriate covered, metal receptacles for trash, garbage, and other refuse. County will maintain the receptacles in an attractive, safe, and sanitary manner, and will store receptacles in inconspicuous places on the Premises that are screened from public view.

5.10 Trade Fixtures.

(a) County may, from time to time, at its expense, install, operate, repair, and replace any trade fixtures and other personal property on the Premises or in the Improvements, all of which shall be and remain the property of County and may be removed at any time during the term hereof and within **thirty (30) days** after expiration or earlier termination of the term hereof. County shall repair any damage to the Premises, or any Improvements caused by such removal in a manner that restores the Premises and/or the applicable Improvements as near as reasonably practicable to the condition that existed prior to the removal the trade fixture. Failure to remove trade fixtures or other personal property as provided herein shall not constitute a holdover by County, but all such property not removed within the time specified above shall be deemed to have been abandoned by County, in which case, Aviation Authority may either use or dispose of the same as it shall see fit without any liability to County therefor, or may remove and store the same at County's expense. The terms "trade fixtures" and "other personal property" shall not include: (i) any item hereafter installed or erected thereon by Aviation Authority, or at its expense, or for which County has been reimbursed by Aviation Authority, or (ii) any item affixed to the Premises or any Improvement which cannot be removed without structural injury to the Premises or to any Improvement, whether or not installed by and at the expense of County.

(b) If, upon the expiration or earlier termination of the term hereof, County shall be in default hereunder, the Chief Executive Officer may, at his option, but shall not be obligated to, give notice to County that County may, within **thirty (30) days** after the date such notice is given, remove its trade fixtures and other personal property, provided that such removal will not result in structural injury to the Premises or any Improvement, and that County shall at its expense repair any damage to the Premises or any Improvement caused by such removal, in a manner that restores the Premises and/or the applicable Improvements as near as reasonably practicable to the condition that existed prior to the removal of the trade fixture. In such event, any trade fixtures or other personal property not so removed within such time period shall be deemed to have been abandoned

by County, in which case, Aviation Authority may either use or dispose of the same as it shall see fit without any liability to County therefor.

5.11 Fire Protection System. County shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which County shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Aviation Authority.

5.12 Airport Security. County shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Aviation Authority's request and without limitation, all such regulations applicable to the Aviation Authority with respect to the operation of the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "**Air Operations Area**"). Any fines or other penalties incurred by the Aviation Authority as a result of County's breach of this Section shall be included in the indemnification provided to Aviation Authority pursuant to Article 9 of the Lease.

5.13 Compliance with Stormwater Regulations.

(a) County acknowledges that the Airport is subject to State stormwater regulations, F.A.C. 62-620 and -621 (the "**Stormwater Regulations**"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. County also acknowledges that it is familiar with the Stormwater Regulations and agrees to comply with the Stormwater Regulations as they may be amended from time to time. County further acknowledges that it has been advised that the Aviation Authority has complied with the Stormwater Regulations by obtaining coverage under the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (the "**Multi-Sector Permit**"). County may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Stormwater Regulations and the Multi-Sector Permit. County shall provide to the Aviation Authority's Manager of Environmental Services copies of any such filings and such other information as the Chief Executive Officer may reasonably request with respect to County's compliance with the Stormwater Regulations. County agrees to comply with such Multi-Sector Permit, or any other permit obtained by Aviation Authority or County in connection with the Stormwater Regulations as they pertain to the Premises, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Stormwater Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

(b) If County, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, County shall determine whether the Stormwater Regulations require a permit, and if so, County shall obtain the

permit, send a copy of the permit to the attention of the Aviation Authority's Manager of Environmental Services, and comply with the permit conditions.

5.14 Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. County shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Aviation Authority to enable the Aviation Authority to meet its ADA obligations with respect to County's operations) as a result of (i) any Improvements or modifications which it makes to the Premises, (ii) its particular use of the Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Premises, which County is required to make under this Section, shall be performed to the satisfaction of the Aviation Authority. In the event the County shall fail to construct or modify any Improvements to the Premises as required under this Section, the Aviation Authority shall have the right to enter the Premises and perform such modifications on the County's behalf, without liability for any disruption to the County's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the County and shall be promptly paid by the County to the Aviation Authority as Additional Rent hereunder.

ARTICLE 6 TAXES

6.1 Payment of Sales Tax. County is a governmental entity and is exempt from the payment of sales tax. County shall provide Aviation Authority with verification of exemption within **thirty (30) days** of the Effective Date

6.2 Property Taxes. County shall coordinate with the Orange County Property Appraiser's Office to apply for a tax exemption. None of the terms, covenants or conditions of this Lease shall be construed as a release or waiver on the part of Aviation Authority or the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of County.

If the term of this Lease expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Lease commences on a date other than the first day of such tax year, County shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Lease was in effect during such tax year by the total number of days that the Premises was leased to tenants (excluding any tenant engaging in a use of the Premises which results in the Premises being exempt from taxation) during such tax year. If this Lease is in effect for a period less than any entire period for which an assessment other than a tax is imposed, County shall pay a percentage of the assessment calculated by dividing the number of days this Lease was in effect during that assessment period by the total number of days in the assessment period. County's obligations under this Section 6.2 shall survive the expiration or earlier termination of the term of this Lease.

ARTICLE 7 INSURANCE

7.1 Insurance While Under Construction, During Major Renovations and Demolition.

(a) This section shall apply during the time period a building permit is filed through receipt of the certificate of occupancy from the City for the County or its agent, representative, or contractor(s) to perform construction-related work and services for a new structure, renovations or major improvements or alterations, or demolition to existing structure as outlined in this Lease. County will ensure the following obligations are met as outlines herein:

(i) **All-Risk Property Insurance.** County shall be responsible for any physical damage and delays in substantial completion for the full replacement cost of the structure and/or Improvements, including any materials and equipment, in accordance with the designs provided to and approved by the Aviation Authority. Coverage shall protect against any loss of revenues owed to Aviation Authority arising from any delay in meeting substantial completion. This requirement may be met with a builder's risk insurance policy, County's property insurance, County's risk management program or self-insurance as deemed acceptable by the Aviation Authority.

(ii) **Commercial General Liability.** County shall be responsible for property damage and bodily injury, including death, which shall include, but not be limited to, premises, products and completed operations, and contractual liability with limits not less than **Five Million Dollars (\$5,000,000)** each occurrence. Completed Operations coverage for the entire period of repose under Chapter 95 of Florida Statute is required. Aviation Authority and City of Orlando shall be included as additional insureds.

(iii) Subject to Article 8, any liability, including clean-up expenses, resulting from any pollution or environmental impairment which arises out of or in connection with the construction-related work and services shall be the responsibility of the County.

(iv) **Automobile Liability.** Insurance covering motor vehicles used in conjunction with the performance of the construction work, resulting in property damage or bodily injury (including death) with limits of liability not less than **Five Million Dollars (\$5,000,000)** combined single limit, each accident. The Aviation Authority and City of Orlando shall be included as additional insureds.

(v) **Workers Compensation and Employers liability.** County shall ensure and indemnify Aviation Authority for any personal injuries, illness or death to persons associated with, participating in, and performing any construction-related work or services.

7.2 Liability Insurance.

(a) At its sole expense, County shall maintain the following insurance for its operations at the Airport and its access to and use of the Premises throughout the Term of this Lease, including any extensions or renewals, and such insurance will apply to County, its employees, agents, and representatives.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

(i) Aviation Liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises liability, Hangar Keepers Liability, Aircraft Liability, Contractual Liability, Completed Operation and Products Liability insurance with limits of liability of not less than **Ten Million and No/100 Dollars (\$10,000,000.00)** per occurrence. This insurance shall not be written on a claims-made basis.

(ii) Automobile Liability insurance covering each motor vehicle, including but not limited to owned, non-owned and hired, used in conjunction with the operations performed at Airport resulting in property damage or bodily injury (including death) in the amount of not less than **One Million Dollars (\$1,000,000.00)** combined single limit per accident.

(iii) Workers Compensation and Employers Liability insurance covering all County's employees who will be engaged at Airport with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than **One Million Dollars (\$1,000,000)** for each accident, **One Hundred Thousand Dollars (\$100,000)** for disease each employee and **Five Hundred Thousand Dollars (\$500,000)** for aggregate disease policy limit. If the County is self-insured, the County shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

(iv) Pollution Liability insurance covering bodily injury, property damage, defense costs, clean-up and restoration expenses, resulting from any pollution/pollutant(s) or environmental impairment, which arises out of or in connection with the County's operations with a limit of liability not less than **One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.** If coverage is provided on a claims-made basis, such insurance shall be maintained or include tail coverage for three (3) years from the date the Agreement is terminated or expired. The Greater Orlando Aviation Authority and the City of Orlando and their members (including without limitation, members of the Owner's board and the City Council and members of the citizens' advisory committees of each) shall be named as additional insured without limitations.

(b) County agrees to the following as it relates to all above required insurance:

(i) Self-insured retentions (SIR) or deductibles shall not exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)** unless the insurer is required to pay claims from first dollar without a requirement that Company pay its deductible/SIR prior to that time;

(ii) The insurance shall be primary and not contributory to any other valid and collectible insurance the Aviation Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only;

(iii) Insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority;

(iv) All insurance required for this Lease shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando;

(v) Prior to the Effective Date, above insurance shall be in in place;

(vi) A properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance requirements herein this Lease shall be furnished to the Aviation Authority at least fifteen (15) days prior to the Effective Date, and each renewal thereafter during the term of this Lease and its renewal/extension. County acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Lease.

(vii) County shall provide Aviation Authority immediate written notice upon County's knowledge, of any adverse material change in County's required insurance coverage. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of insurance coverage, any increase or decrease in the Company's self-insured retention or deductive, any reduction of any insurance coverage any non-renewal or cancellation of required insurance;

(viii) Aviation Liability and Automobile Liability insurance shall name Aviation Authority and City of Orlando and their members (including, without limitation, all members of the governing board and the advisory committees of each), officers, employees, and agents of each as additional insureds;

(ix) The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Lease, and County shall comply with all reasonable requests of the Chief Executive Officer with respect thereto. Which shall be conveyed through the Aviation Authority's Real Estate and Risk Management departments.

7.3 Property Insurance.

(a) The Aviation Authority may, at its option, maintain property insurance on other property at the Airport, but it is expressly understood that such insurance shall not cover the Premises or Improvements thereon, equipment or other contents, including property of County.

(b) At its sole expense, County shall be responsible for any physical damage for the full replacement cost of all Premises and Improvements thereon, equipment or other property hereafter installed or located at the Airport by County. The covered perils on such property insurance will be no less than the covered perils under the ISO Causes of Loss – Special Form. Regardless of any deductible or self-insured retention or exclusions provided within the property insurance policy that the County may maintain, County shall be responsible for damages to Premises and Improvements.

(c) County agrees to the following as it relates to the property insurance maintained:

(i) At least fifteen (15) days prior to the Effective Date or the installation of any Improvements by County at the Land, whichever first occurs, and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided by County under this Section 7.3, County shall furnish to Aviation Authority a properly completed and executed certificate(s) of insurance on an ACORD form, or its equivalent, evidencing all such insurance and each renewal thereafter during the term of this Lease and its renewal/extension. County acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Lease.

(ii) Aviation Authority, its successors, or assigns shall be named as loss payees as their interests may appear.

(iii) Proper insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority.

(iv) County shall provide Aviation Authority immediate written notice upon County's knowledge, but not less than 30 days, of any adverse material change in County's property insurance. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any non-renewal or cancellation of required insurance.

(v) County, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of subrogation that the issuers of such policies might have against Aviation Authority or the City (or recovery which it may have against the Aviation Authority with respect to the City) or any of the other Indemnified Parties for any loss of or damage to property it may suffer as a result of perils covered under ISO Causes of Loss-Special Form under County's property insurance.

(vi) The Chief Executive Officer shall have the right to alter the monetary limits, or the coverages herein specified from time to time during the Term of this Lease, and County shall comply with all reasonable requests with respect thereto.

7.4 Aviation Authority's Right to Purchase. If County does not comply with its covenants made in this Article 7, the Aviation Authority shall have the right, but not the obligation, to purchase a property insurance policy, at current market rates, covering the Premises and Improvements. In such event and upon Aviation Authority's demand, County shall reimburse Aviation Authority for such insurance premiums, commissions, deductibles and/or self-insured retentions as each may apply.

7.5 Survival of Provisions. The provisions of this Article 7 shall survive the expiration or early termination of this Lease.

ARTICLE 8 ENVIRONMENTAL

8.1 Environmental Obligations.

(a) County shall comply with all "Environmental Laws," which are defined as all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, or other legally binding requirements, or all Aviation Authority rules, regulations, to the extent such Aviation Authority rules and regulations are not inconsistent with other applicable Environmental Laws, pertaining to the protection of the environment, including but not limited to those regulating the storage, handling, and disposal of waste materials that have been defined, designated or listed under Environmental Laws as being hazardous, toxic, or presenting hazards to human health or the environment. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction or with the consent of either party hereto shall use, store, handle or

dispose of by any means any "Hazardous Substances", as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), or petroleum (including crude oil or any fraction thereof) on the Premises, except that County shall be entitled to use, store, handle or dispose of Hazardous Substances or petroleum of the type and in the quantities typically used by companies performing similar aviation services in accordance with all applicable Environmental Laws.

(b) Upon reasonable prior written notice to County, the Aviation Authority may conduct or cause to be conducted through a reputable third-party consultant, an environmental audit or other investigation of County's operations to determine whether County has breached its obligations under subparagraph (a) above, provided that the Aviation Authority has received notice or has a reasonable basis to believe that such a breach or a Release of Hazardous Substances on the Premises has occurred ("**Environmental Condition**"). County shall pay all reasonable costs associated with any such investigation conducted by a third-party environmental contractor if such investigation shall disclose any such breach by County, otherwise such costs shall be paid by the Aviation Authority. The Aviation Authority shall pay all costs associated with any investigation conducted by Aviation Authority or its employees, as opposed to a third-party consultant. County reserves the right to accompany Aviation Authority or any third-party environmental contractor on such audits or investigations.

(c) County shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Aviation Authority from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, costs and expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable attorneys' fees) and damages arising out of County's operations, or as a result of, (i) any "Release" as defined in Section 101(22) of CERCLA, of any Hazardous Substance placed into, on or from the Premises at any time after the Effective Date of this Lease; (ii) any contamination of the Premises' soil or groundwater or damage to the environment and natural resources of the Premises, the result of actions occurring after the Effective Date of this Lease, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or Hazardous Substances which have been buried beneath, concealed within or released on or from the Premises after the Effective Date of this Lease; provided, however, the foregoing indemnification obligations shall not apply to Environmental Conditions existing on the Premises prior to the Effective Date of this Lease, Environmental Conditions migrating unto the Premises that were not caused by County or its predecessors in interest, or Environmental Conditions caused by the Aviation Authority, its contractors or agents, or any third-party unrelated to County.

(d) The Parties hereby acknowledge that County has occupied the Premises without interruption since the commencement of its sublease agreement the *Lease Agreement between HangorCo II, Inc. and Orange County* approved by the Board of County Commissioners on December 2, 2003 of which the Aviation Authority consented to in its *Consent to Sublease* dated January 16, 2004 by and between the Greater Orlando Aviation Authority and Hangarco II, Inc. permitting Hangarco II, Inc. to sublease the premises demised to it pursuant to that certain lease, *Orlando Executive Airport Hangar Lease Agreement between The Greater Orlando Aviation Authority and Hangarco II, Inc.* dated January 4, 2004. The Aviation Authority obtained and

provided to the County the Baseline Environmental Impact Investigation Report, dated September 30, 2024, by MSE Group for the Premises (the "MSE Report"). The MSE Report disclosed by reference the prior discharge by the County, its subsequent closure and no further action letter, and the discovery of background contamination due to asphalt particles contained in the soil of the Premises. The MSE Report found no recognized environmental conditions. The MSE Report establishes the baseline as of the Effective Date of the Lease. Within **thirty (30) days** of the expiration of this Lease, or portion thereof, County shall deliver an environmental report equivalent to a Phase I Environmental Site Assessment (ESA) to establish the environmental condition of each component of the Premises as of expiration of the Lease, or portion thereof ("**Exit Baseline**"). In the event it is determined during the Lease, or as a result of the Exit Baseline, that the Premises contains an "Environmental Condition", which, for purposes of this Section 8.1 shall mean any Hazardous Substances in amounts which violate any Environmental Laws, County shall be responsible for any and all remedial action with respect to any such Environmental Condition at the Premises caused by County or its predecessors in interest. For the avoidance of doubt, as stated in Section 8.1(c), County shall not be responsible for any remedial action with respect to any Environmental Condition at the Premises, to the extent such Environmental Condition was not caused by County's, or its predecessors in interest's, operations upon the Premises or was disclosed by the MSE Report. County shall perform aircraft washing (dry or wet, with soap or chemicals) only on a "wash rack" which is designed for such purpose or another method, each of which shall comply with the requirements of this Section 8.1.

(e) The provisions of this Section 8.1 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9 INDEMNIFICATION

9.1 County Indemnification. To the extent permitted by law, County shall indemnify, defend and hold completely harmless the Aviation Authority, the City of Orlando and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing:

(a) arising directly or indirectly out of the use, occupancy or maintenance of the Premises and the Airport, including any Improvement thereto, or County's operations at the Airport or in connection with any of County's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of County or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, **or**

(b) arising out of the failure of County to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to the extent that any claims, damages,

losses, and expenses arise from Aviation Authority's gross negligence or intentional misconduct. The Aviation Authority shall give County reasonable notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow County or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Indemnification section, County shall use counsel reasonably acceptable to the Aviation Authority. Other than as specifically set forth herein, nothing herein shall be deemed a waiver by the Aviation Authority or the County of their sovereign immunity rights under the laws of The State of Florida.

9.2 Limitations on Actions Against Members. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of County hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Aviation Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Aviation Authority's Board and members of Aviation Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Aviation Authority, either directly or through Aviation Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease provided that Aviation Authority assumes such liability.

ARTICLE 10 DESTRUCTION OF IMPROVEMENTS

10.1 Obligations of County. In the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, County shall give prompt written notice thereof to Aviation Authority, and subject to the terms of Section 10.2 below, County, at its own expense, shall promptly repair, replace, and rebuild the same, at substantially the same value and character as the Improvements and equipment existing immediately prior to such time, in compliance with Article 5 above. Damage to the Improvements shall not cause an abatement of County's obligation to pay Annual Rent to the Aviation Authority or to make any other payments required to be made by County under this Lease. If County fails to repair or replace such improvements in accordance with a schedule approved by the Aviation Authority, the Aviation Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from County the cost and expense thereof.

10.2 Insurance Proceeds. Upon receipt by County and the Aviation Authority of the proceeds of any property or builder's risk insurance policy or policies, County and the Aviation

Authority shall deposit same in an interest-bearing escrow account to pay for the cost of such repair, replacement, and rebuilding. County shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and County shall distribute such proceeds (and any interest earned thereon during construction) solely to pay the cost of such work. If the amount of such insurance proceeds (together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, County shall pay any additional sums required, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by County. Notwithstanding anything in this Section 10.2 to the contrary, County shall solely be entitled to receive and retain any insurance proceeds for County's personal property, including any aircraft.

ARTICLE 11 CONDEMNATION

11.1 Notice of Condemnation. The party receiving any notice in connection with any proceedings or negotiations with respect to an actual or potential condemnation proceeding by a third-party governmental agency (a "**Taking**") shall promptly give the other party notice of the receipt, contents and date of the notice received.

11.2 Rights of Aviation Authority and County. Aviation Authority and County shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking. Aviation Authority and County each agrees to execute and deliver to the other any instrument that may be required or which would facilitate the provisions of this Lease relating to the condemnation.

11.3 Taking of Leasehold. Upon a Taking of the entire Premises, County's interest in this Lease shall cease on the first to occur of the date on which County is denied use of the Premises as such use is contemplated hereunder or the date on which such Taking is completed by deed, contract, or final order of condemnation, unless otherwise specified by court order. If the Taking is of **fifty percent (50%)** or more of the Premises, or substantially all of the access to the Premises, or of those portions of the Premises that are necessary for County's use of the Premises as contemplated herein, County may, by notice to Aviation Authority within **ninety (90) days** after County receives notice of the Taking, elect to treat the taking in accordance with the preceding sentence. If County does not so notify Aviation Authority, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Annual Rent payable hereunder by County shall be equitably adjusted (a "**Partial Taking**").

11.4 Obligations of County under Partial Taking. It is understood and agreed that all condemnation proceeds for any Partial Taking of the Premises shall be paid to County to be held by it in trust and used for the repair and reconstruction of the Premises and replacement of the Improvements. Upon the completion of such repair or reconstruction work and the discharge of the Premises and Improvements from all liens or claims arising therefrom, County shall be entitled to any surplus of condemnation proceeds obtained by County over the cost of repair or reconstruction and shall be liable for any deficiency between the cost of repair or reconstruction and any condemnation proceeds obtained by County.

11.5 Taking of Temporary Use of Premises and Improvements. Upon any Temporary Taking of the use of all or any part of the Premises or Improvements, or both, neither the Term nor the Annual Rent shall be reduced or affected in any way and County shall be entitled to any award for the use or estate taken. All condemnation proceeds for any Temporary Taking shall be paid to County to be held by it in trust and used for the repair and reconstruction of the Premises and Improvements, with the excess to be retained by County as provided below. If a result of the Temporary Taking is to necessitate expenditures for reconstruction of the Improvements to make them reasonably suitable for County's continued use in connection with its operations under this Lease, after the termination of such Temporary Taking, County shall perform such work in accordance with the provisions of the Lease. Upon the completion of the work and the discharge of the Premises and Improvements from all liens or claims arising therefrom, County shall be entitled to any surplus of condemnation proceeds obtained by County over the cost of repair or reconstruction and shall be liable for any deficiency between the cost of repair or reconstruction and any condemnation proceeds obtained by County. A **"Temporary Taking"** is defined as a taking of the use of all or any part of the Premises or Improvements, or both, for a period with a duration of less than **twelve (12) months**. In the event that any Temporary Taking shall exceed **twelve (12) months** in duration and shall materially adversely affect County's use and operation of the Premises for the Permitted Uses under this Lease, then County may elect to terminate this Lease upon **sixty (60) days** prior written notice to Aviation Authority. Upon any such termination of this Lease, County shall retain the right to pursue such rights and remedies as may be available under applicable law relative to such taking. If County does not so notify Aviation Authority, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Annual Rent payable hereunder by County shall be equitably adjusted.

11.6 Deposit of Sums Payable on Taking. If Aviation Authority and County are unable to agree on how all sums payable by a third party on the Taking are to be distributed and disbursed as between Aviation Authority and County, then Aviation Authority and County agree to take such action as shall reasonably be required to withdraw such sums from the registry of the Court and jointly deposit such sums in an interest bearing escrow account, and once agreement is reached between Aviation Authority and County as to how such sums are to be distributed and disbursed (or the matter has been determined in accordance with the laws of the State of Florida), the interest earned on such sums shall be distributed between Aviation Authority and County in the same proportion as the distribution of the principal amount of such sums. To the extent permitted by applicable law, County shall be entitled to bring a separate action against a third-party condemning authority for the collection of, among other things, but not limited to: (i) the value of the County Improvements, and County's fixtures, furniture, and equipment; (ii) relocation costs; (iii) reasonable loss of profits; and (iv) goodwill. Notwithstanding the foregoing, any such action, recovery or collection by County shall not include the value of County's leasehold interest under this Lease.

ARTICLE 12 DEFAULT AND REMEDIES

12.1 County's Events of Default. The occurrence of any of the following shall constitute an event of default (an **"County's Event of Default"**) by County under this Lease:

(a) **Failure to Pay Rent.** The failure of County to make any payment of Annual Rent, Additional Rent, or any other payment required to be made by County hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure from Aviation Authority to County;

(b) **Failure to Perform.** The failure of County to keep, observe or perform any other material covenants or agreements herein, and the continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after written demand; provided, however, that if such failure cannot be cured within such thirty (30) day period and County commences such cure promptly within such thirty (30) day period and diligently proceeds to effect such cure, then County shall have such additional time as reasonably necessary to effect such cure, but in any event County shall cure such breach within one hundred twenty (120) days after the initial written demand by Aviation Authority, which one hundred twenty (120) day period shall be extended one (1) day for each day of an event of Force Majeure;

(c) **Insolvency or Bankruptcy.** Commencement by or against the County of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness, or the insolvency of the County, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this subsection (c) which is commenced by a person other than County shall not constitute a County Event of Default if it is discharged within ninety (90) days;

(d) **Liens.** The placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and mortgages permitted hereunder) which is not discharged of record by payment or bond within thirty (30) days, or any levy under any such lien.

12.2 Aviation Authority's Remedies for Default.

(a) Upon the occurrence of a County's Event of Default which is not cured within the applicable cure period, the Aviation Authority may without prejudice to its other rights hereunder, do any one or more of the following:

(i) terminate this Lease and re-enter and take possession of the Premises;

(ii) recover possession of the Premises (with or without terminating this Lease, at Aviation Authority's option) in the manner prescribed by any statute relating to summary process;

(iii) Aviation Authority may relet the Premises as Aviation Authority may see fit without thereby avoiding or terminating this Lease, and for the purpose of such reletting, Aviation Authority is authorized to make such repairs to the Premises as may be necessary in the sole discretion of Aviation Authority for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all costs and expenses of such repairs and the expense of such reletting and the collection of rent accruing there from) each month to equal the Rent, then County shall pay such deficiency each month upon demand therefore; and

(iv) Aviation Authority may declare immediately due and payable all the remaining installments of the Rent and such amount, less the fair rental value of the Premises for the remainder of the Term, shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership. In computing such liquidated damages, there shall be added to such deficiency any reasonable expenses as Aviation Authority may incur in connection with reletting, such as court costs, attorneys' fees and disbursements, brokerage fees, and for putting and keeping the Premises in good order or for preparing the Premises for reletting. The failure of Aviation Authority to relet the Premises or any part thereof after recovery of possession shall not release or affect County's liability for damages. Aviation Authority shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the Rent under such reletting. All of the damages which are specified in this Lease are in addition to all other damages and costs to which Aviation Authority may be entitled under the laws of the State of Florida.

(b) **Remedies Cumulative.** The rights and remedies given to Aviation Authority by this Lease shall not be exclusive, and in addition thereto, Aviation Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by Aviation Authority shall not impair its standing to exercise any other right or remedy, provided, however, that County shall in no event be liable for special, consequential, or punitive damages.

12.3 Advances by Aviation Authority and County. In the event that Aviation Authority fails to perform any maintenance obligation required to be performed by it under this Lease, which failure is not cured, except in the case of an emergency as necessary to protect health, safety or property damage (in which event County shall notify Aviation Authority as soon as possible), within **ninety (90) days** after written notice from County specifying the failure (or Aviation Authority does not within said period commence and diligently proceed to cure such failure and cure same in all events within **one hundred eighty (180) days** from initial notice), County shall have the right to cure such failure for the account of Aviation Authority and Aviation Authority shall reimburse County for the reasonable costs and expenses incurred in connection therewith by County within **thirty (30) days** after receipt of an invoice from County.

12.4 Non-Waiver by Aviation Authority. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Annual Rent, Additional Rent or other payments from County by Aviation Authority at any time when County is in default under this Lease shall not be construed as a waiver of such default or of Aviation Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Aviation Authority to County be taken as an estoppel against Aviation Authority, it being expressly understood that Aviation Authority may at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

12.5 Aviation Authority's Events of Default. Aviation Authority shall not be deemed to be in default in the performance of any obligation required to be performed by the Aviation

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

Authority hereunder unless and until it has failed to perform such obligation within **thirty (30) days** after receipt of written notice thereof from County to the Aviation Authority; provided, however, that if the nature of Aviation Authority's obligations is such that more than **thirty (30) days** are required for its performance, then Aviation Authority shall not be deemed to be in default if it shall commence such performance within such **30-day** period and thereafter diligently prosecutes the same to completion.

12.6 Attorney's Fees. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorneys' fees actually incurred in connection therewith..

12.7 Governing Law. This Lease shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

12.8 Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Lease shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

12.9 Sovereign Immunity. Notwithstanding anything to the contrary herein, nothing contained in this Lease shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Aviation Authority, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Premises or the Property.

ARTICLE 13

SUBORDINATION, ATTORNMENT AND ESTOPPEL

13.1 Subordination.

(a) This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Aviation Authority and the City, and those between the Aviation Authority or the City and the United States of America, the State of Florida, or the County of Orange, or their agencies, and to any future agreements between or among 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, state, county or city funds for the development of the Airport, or any part thereof. All

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

(b) In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, County hereby consents to any and all such modifications and changes as may be reasonably required.

(c) Notwithstanding the foregoing provisions of this Section, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of County to use the Premises for the purposes permitted under this Lease, the Parties agree to work in good-faith to reach an equitable resolution but if an equitable resolution cannot be reached, County shall have the right to terminate this Lease by written notice to the Aviation Authority.

13.2 Attornment: City as Aviation Authority's Successor. Pursuant to the Operation and Use Agreement (which provides that on its termination for any reason, responsibility for operating the Airport would revert to the City) Aviation Authority, County, and by its execution of the joinder, City, agrees that on the termination for any reason of the Operation and Use Agreement between the City and Aviation Authority: (i) the City shall be deemed to be the lessor hereunder and shall be bound by all provisions of this Lease, and (ii) all references contained herein to "Aviation Authority" shall be deemed to refer to the City. County shall attorn to and recognize the City as the lessor under this Lease and shall promptly execute and deliver any instrument that City may reasonably request to evidence such attornment

13.3 Estoppel. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Aviation Authority and County as may reasonably be requested.

ARTICLE 14

FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

14.1 Federal Aviation Administration Requirements.

(a) Aviation Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

(b) County expressly agrees on behalf of itself and its successors and assigns:

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

(i) to restrict the height of structures, vegetation, and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 C.F.R. Part 77 as they may be amended from time to time; and

(ii) to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

(c) FAA Contract Provisions. The Parties hereby agree that this Lease shall be subject to the provisions of **Exhibit E** hereto, which is incorporated herein by this reference.

ARTICLE 15 MISCELLANEOUS

15.1 Exhibits. The exhibits attached hereto are true and correct and are incorporated herein by this reference.

15.2 Broker. The Parties acknowledge and agree that no broker has been utilized or consulted in connection with this Lease. County shall indemnify and hold Aviation Authority harmless from and against any commission, claim or other cost or expense related to any Broker with whom County has dealt. Aviation Authority shall indemnify and hold County harmless from and against any commission, claim or other cost or expense related to any Broker with whom Aviation Authority has dealt.

15.3 Recording. This Lease shall not be recorded. Simultaneously herewith, the parties will execute a Memorandum of Lease in the form attached hereto as **Exhibit D** which will be recorded by Aviation Authority at its cost in the Public Records of Orange County, Florida.

15.4 Notice. Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand delivery, (2) United States certified or registered mail, postage prepaid, return receipt requested or (3) overnight delivery by a nationally recognized company, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with this Section as below. Any such notice shall be deemed effective upon receipt.

To Aviation Authority:	with a copy to:
Chief Executive Officer Greater Orlando Aviation Authority One Jeff Fuqua Boulevard Orlando International Airport Orlando, Florida 32827-4399	Vice President of Aviation Real Estate Greater Orlando Aviation Authority One Jeff Fuqua Boulevard Orlando International Airport Orlando, Florida 32827-4399 General Counsel Greater Orlando Aviation Authority One Jeff Fuqua Boulevard Orlando International Airport Orlando, Florida 32827-4399

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

As to County:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager Physical Address: 400 E. South St., 5th Floor Orlando, Florida 32801 Mailing Address: P.O. Box 1393 Orlando, Florida 32802-1393 Email: leasing@ocfl.net	Orange County, Florida County Attorney's Office Attn: County Attorney <u>Physical Address:</u> 201 S. Rosalind Ave., 3 rd Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393

15.5 Other Notifications.

(a) Specific notice provisions. Except as may be specifically set forth in the body of the lease, the address for notifications to other named departments in this Lease, shall be: **One Jeff Fuqua Boulevard, Orlando International Airport, Orlando, Florida 32827-4399.**

(b) DISPUTED DEBTS. All communications related to **(A)** disputes about debts that are owed or may be owed pursuant to this lease, **and (B)** instruments in less than the full amount claimed by the Aviation Authority and tendered as full satisfaction of a disputed debt or other amount owed shall be directed to the Vice President of Finance at the following address and sent certified return receipt requested:

**VICE PRESIDENT OF FINANCE
GREATER ORLANDO AVIATION AUTHORITY
ONE JEFF FUQUA BOULEVARD
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA 32827-4399**

15.6 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Aviation Authority or County or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Aviation Authority and County, it being expressly understood and agreed that neither the computation of Annual Rent, Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Aviation Authority and County other than the relationship of landlord and tenant.

15.7 Radon. In accordance with Florida law, County is hereby advised as follows:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15.8 Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national emergency, acts of God, or other causes beyond the reasonable control of the party obligated to perform (“**Force Majeure**”), then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended on account of Force Majeure, Annual Rent and Additional Rent under this Lease shall not abate, and County shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by County to pay Annual Rent or Additional Rent or any other payment obligation hereunder, nor shall this provision apply to any inability by County to procure funds or obtain financing necessary to comply with County’s obligations under this Lease.

15.9 Amendment. This Lease may not be amended or modified except by a written Lease executed by the parties or their respective successors and assigns having authority at the time of amendment or modification.

15.10 Binding Effect. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

15.11 Counterparts. This Lease may be executed in up to three (3) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Lease.

15.12 Calculation of Time Periods. Time is expressed to be of the essence of this Lease. Unless otherwise expressly specified in this Lease: (i) in computing any period of time described in this Lease, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or Holiday, in which event the period shall run and extend until the next day which is neither a Saturday, Sunday, or Holiday; (ii) if any specified/fixed date or deadline set forth in this Lease falls on a Saturday, Sunday, or Holiday, then such date or deadline shall roll and extend to next day which is neither a Saturday, Sunday, or Holiday; and (iii) the last day of any time period described in this Lease, and the time for performance on any other date or deadline set forth in this Lease, shall be deemed to end/be at 5:00 p.m. local time in Orlando, Florida.

15.13 Currency. All payments made or to be made under or pursuant to this Lease, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

15.14 Drafting; Negotiation. All Parties have participated fully in the negotiation and preparation hereof; this Lease shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Lease.

15.15 Effective Date. This Lease shall become effective on the date it is signed by the Aviation Authority and then approved by the Board of County Commissioners of Orange County, Florida and executed by the County.

15.16 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

15.17 No Third-Party Beneficiaries. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Lease, either as a third-party beneficiary or otherwise.

15.18 Recording of Lease. Neither this Lease nor any memorandum of this Lease shall be recorded in the Public Records of Orange County by Aviation Authority without the express written consent of County.

15.19 Section Headings. The headings preceding the sections of this Lease are for convenience only and shall not be considered in the construction or interpretation of this Lease.

15.20 Severability. In the event that any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Lease in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Lease is declared severable.

15.21 Delegation of Authority. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a commencement date and lease termination certificate, memorandum of lease, sign estoppel certificates, subordinations, assignments, sign renewals/extensions and to sign amendments to this Lease. In the event County's signature is required on any permit to effectuate the Work described in this Lease, the Manager of the Orange County Capital Projects Division is hereby authorized to sign said permits.

15.22 Entire Agreement. This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

[SIGNATURE PAGES TO FOLLOW]

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Lease to be executed in their names as of the dates indicated below.

COUNTY:
ORANGE COUNTY, FLORIDA



By: Bryan W. Brooks

JL Jerry L. Demings
Orange County Mayor

Date: 17 June 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: Jennifer Lara-Klimetz
for Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

**GREATER ORLANDO AVIATION
AUTHORITY**

By: *Lance Lyttle*
box SIGN 4W263WW8-185J288Q
Lance Lyttle
Chief Executive Officer

ATTEST: *Elliot Martinez Fraticelli*
By: box SIGN 199KWWL1-185J288Q
Elliot Martinez Fraticelli, Assistant Secretary

APPROVED AS TO FORM AND LEGALITY
this 23 day of May, 2025 for the use
and reliance of the Greater Orlando Aviation
Authority, only.

C.J. Wilson Law, P.A., Counsel

By: *Christopher Wilson*
box SIGN 17KV9Y3V-185J288Q
Christopher J. Wilson, Esq.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

CITY APPROVAL OF LEASE

Pursuant to Section 8(1) of Chapter 16 of the City Charter, the CITY OF ORLANDO hereby approves the ORANGE COUNTY SHERIFF FACILITY LEASE AGREEMENT dated , 2025, between the GREATER ORLANDO AVIATION AUTHORITY and ORANGE COUNTY, FLORIDA a charter county and political subdivision of the state of Florida.

Date: June 13, 2025

ATTEST

CITY OF ORLANDO

By: [Signature]
City Clerk/Deputy City Clerk

By: [Signature]
Mayor/Mayor Pro Temp

Print Name: Stephanie Herdacia

Print Name: Buddy Dyer

(City Seal)

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only.

By: [Signature]
Assistant City Attorney

EXHIBIT A PREMISES

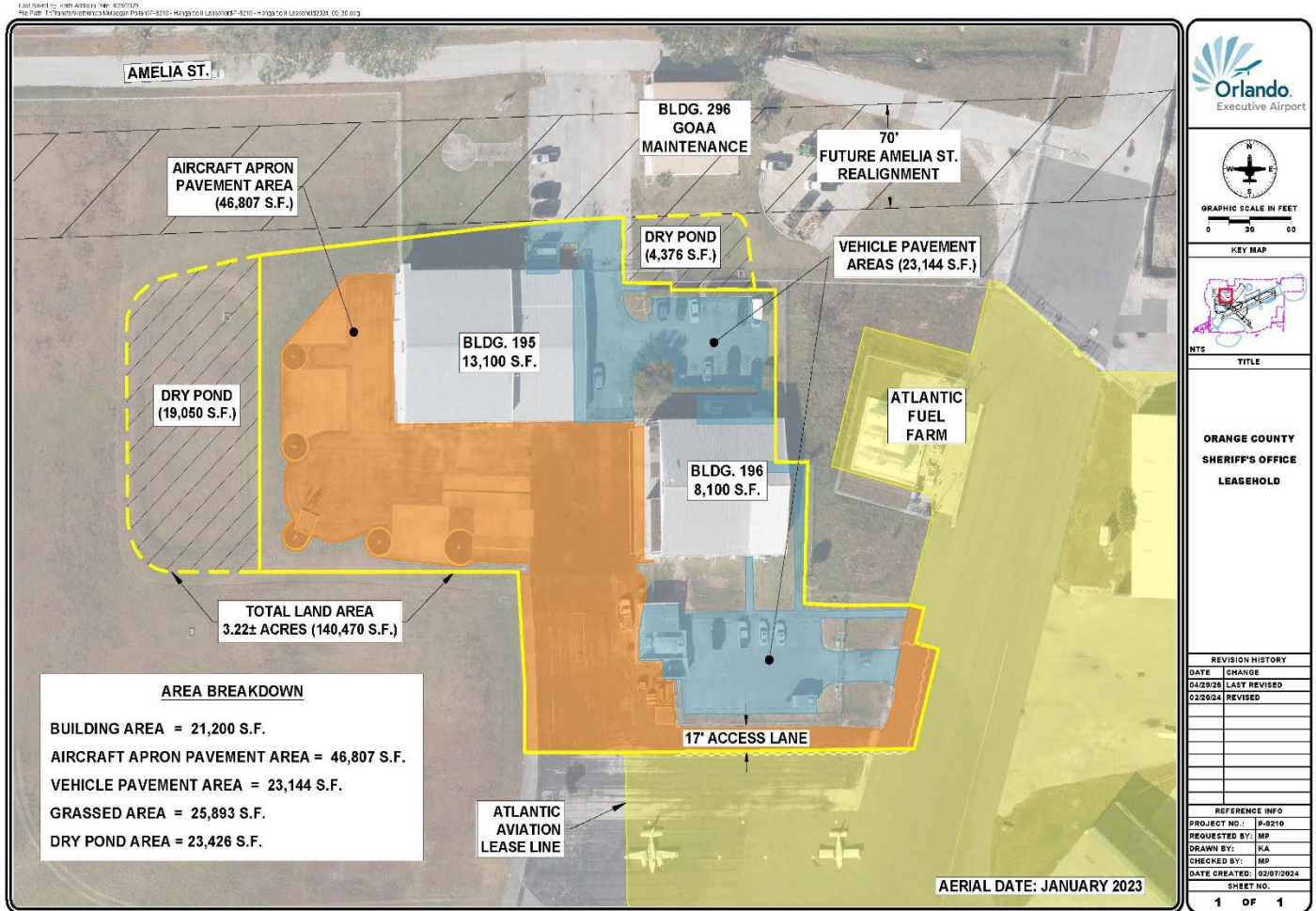


EXHIBIT B WORK

Operations Building-BLDG 195

Weather sealing for all exterior doors
In ready room, replace kitchen area with new upper/lower and countertop
Ceiling tiles replaced
Repair damaged walls, add corner guards on wall corners
Repair/replace/restore roof and flashings, seal all penetrations
Replace all exterior wall packs with LED fixtures
Repair/replace damaged or stained diffusers
Replace door hardware as needed
Repair/replace cladding panels that are corroded
Weather stripping on hangar doors
Slab cracking and spalling at hangar door track
Address climate issues in main hangar storage area
Repaint Exterior of building

Maintenance Hangar-BLDG-196

Exhaust fan louvers need repaired/replaced
Remove rodent damaged tiles
Drainage work around perimeter of bldg. to divert water away from structure
Replace all exterior wall packs with LED fixtures
Replace door lock hardware for compressor room
Clean corrosion from anchor bolts and replace nuts
Repair/replace damaged roof issues
Repair/replace or add existing gutters if needed
Repaint Exterior of building
Asphalt Work

EXHIBIT C
BOND FORMS

ORLANDO EXECUTIVE AIRPORT

PERFORMANCE/PAYMENT BOND

COVER SHEET

PERFORMANCE/PAYMENT BOND COVER SHEET. This cover sheet is an integral part of the attached bonds and must not be separated from them.

GREATER ORLANDO AVIATION AUTHORITY

ORLANDO, FLORIDA

(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	Name:
	Address:
	Phone:
SURETY PRINCIPAL: BUSINESS INFORMATION	Name:
	Address:
	Phone:
	Greater Orlando Aviation Authority

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

OWNER INFORMATION:	Name:	One Jeff Fuqua Boulevard
	Address:	Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:		\$
CONTRACT NO. (<i>if applicable</i>):		T- (T-# only no name)
DESCRIPTION OF WORK:		(Project Name from T-#)
PROJECT LOCATION:		Orlando Executive Airport, Orlando, FL
AGENT INFORMATION:	Name:	
	Address:	
	Phone:	

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL MEN BY THESE PRESENTS that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is _____ and NAME OF SURETY, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is _____, are held and firmly bound unto the Greater Orlando Aviation Authority as Obligee, hereinafter referred to as Aviation Authority, and COUNTY LEGAL NAME as Co-Obligee, hereafter referred to as Company, in the Penal Sum of _____ U.S. DOLLARS (\$_____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, COUNTY LEGAL NAME hereinafter referred to as Company has leased from Aviation Authority real property at Orlando Executive Airport in accordance with the Lease Agreement dated _____, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

WHEREAS, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by Name of Architect, dated Date on Final 100% Plans, which were approved by Aviation Authority, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications (Contract and Plans and Specifications hereinafter referred to collectively as the Contract Documents); and

WHEREAS, under the terms of the Contract, Principal is required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Contract Documents, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the covenants and obligations imposed upon Principal by the Contract Documents in connection therewith, in the time and manner prescribed in therein; and

2. Pays Aviation Authority and Company, in that order, all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal, expenses, legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings) that Aviation Authority sustains arising out of, related to, or resulting directly or indirectly from the conduct or omissions of Principal, including, but not limited to, failure of the Principal to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, any breach or default by Principal under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees, or any other person or entity for whom the Principal is responsible;

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that Principal fails to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or fails to perform any of the terms, covenants and conditions of the Contract Documents or the Lease related to construction of such improvements during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority and Company, for all such loss or damage, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority and Company harmless from any and all loss, damage, cost, or expense, including legal costs and attorneys' fees (including, but not limited to, those for investigative and legal support services and those incurred in appellate or bankruptcy proceedings), arising out of, related to, or resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's or Company's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Aviation Authority, Company and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or waivers of any default under the Lease or the Contract granted by Aviation Authority to Company or Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Aviation Authority or Company or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

6. The institution of suit upon this Bond shall be in accordance with, and subject to the limitations period of, Section 95.11, Florida Statutes.

7. Surety stipulates that any change, addition, omission, or other modification in or under the Lease or the Contract and compliance or noncompliance with any formality connected with the Lease or the Contract or the change therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such change, addition, omission, or other modification. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

[THIS SPACE LEFT INTENTIONALLY BLANK]

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

"Principal"

CONTRACTOR LEGAL NAME

Print Name: _____

Address: _____

(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Address: _____

(SEAL)

Signed, sealed and delivered in the presence of:

"Surety"

SURETY LEGAL NAME

Print Name: _____

Address: _____

By: _____

Print Name: _____

Print Title: _____

Address: _____

Print Name: _____

Address: _____

(SEAL)

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

Countersigned by Florida Registered Agent

Title: _____

License No.: _____

Agency: _____

Address: _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AVIATION AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

PERFORMANCE BOND CERTIFICATION FORM

**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA**

I, _____, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC named as Principal in the foregoing Performance Bond; that _____ [individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

Secretary Signature

Secretary Printed Name

(Corporate Seal)

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL MEN BY THESE PRESENTS that CONTRACTOR LEGAL NAME, hereinafter referred to as Principal, whose principal business address is _____, and NAME OF SURETY, a corporation organized under the laws of the State of _____, having its home office in the City of _____, and licensed to do business in the State of Florida, hereinafter referred to as Surety, whose principal business address is _____, are held and firmly bound unto the Greater Orlando Aviation Authority, as Obligee, hereinafter referred to as Aviation Authority, and COUNTY LEGAL NAME, as Co-Obligee, hereinafter referred to as Company, in the Penal Sum of _____ U.S. DOLLARS (\$_____), for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, COUNTY LEGAL NAME, hereinafter referred to Company has leased from Aviation Authority real property at Orlando Executive Airport in accordance with the (Name of the Agreement) Lease Agreement dated _____, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease, and

WHEREAS, Principal has by written agreement dated Date of Contract, entered into a contract, hereinafter referred to as the Contract, with Company, for the construction of improvements to the above-described real property; and

WHEREAS, under the terms of the Lease, Company is required to indemnify and hold harmless Aviation Authority from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, for improvements to the above-described real property, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the improvements to the above-described real property; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal with services, labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the improvements to Aviation Authority's real property as

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Aviation Authority from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he or she intends to look to the bond for protection. Any claimant who is not in privity with the Principal and who has not received payment for services, labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment in accordance with Section 255.05(2), Florida Statutes. The notice of nonpayment may be served at any time during the progress of the work or thereafter, but not before forty-five (45) days after first furnishing of the labor, services, material, or supplies and not later than ninety (90) days after the final furnishing of the labor, services, materials, or supplies by the claimant. No action for the services, labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or Contract entered into by Aviation Authority, Company, and/or Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Aviation Authority to Company or Aviation Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Aviation Authority, Company, or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any change, addition, omission, or modification in or under the Lease or Contract and compliance or noncompliance with any formality connected with the Lease or Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such change. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with any approved change, addition, omission, or other modification to the Lease and/or the Contract.

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

[THIS SPACE LEFT INTENTIONALLY BLANK]

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

"Principal"

CONTRACTOR LEGAL NAME

Print Name:_____

Address:_____

(Principal must indicate whether it is a Corporation, Company, Partnership, or Individual)

By: _____

Print Name:_____

Print Title: _____

Print Name:_____

Address:_____

(SEAL)

Signed, sealed and delivered in the presence of:

"Surety"

SURETY LEGAL NAME

Print Name:_____

Address:_____

By: _____

Print Name:_____

Print Title: _____

Address: _____

(SEAL)

Print Name:_____

Address:_____

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

Countersigned by Florida Registered Agent

Title: _____

License No.: _____

Agency: _____

Address: _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Bond on behalf of Surety, as well as the Power of Attorney appointing the Florida licensed agent.

PRINCIPAL SHALL CAUSE THIS BOND, INCLUDING THE COVER SHEET, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SHALL PROVIDE A CERTIFIED COPY OF THE RECORDED BOND TO THE AVIATION AUTHORITY PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

PAYMENT BOND CERTIFICATION FORM

**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA**

I, _____, certify that I am the Secretary of the corporation, the General Partner of the Partnership, or Manager or Managing Member of the LLC

Project: OCSO Hangar Lease Orlando Executive Airport
County File #: 1021

named as Principal in the foregoing Payment Bond; that _____[individual] who signed the said Bond on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership, or the Manager or Managing Member of the LLC; that I that individual's signature, and that the individual's signature is genuine, and that said Bond was duly signed, sealed, and attested to for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and Bond.

Secretary Signature

Secretary Printed Name

(Corporate Seal)

County File #:

EXHIBIT D
FORM OF MEMORANDUM OF LEASE AGREEMENT

**This instrument prepared by and after
recording return to:**

Christopher J. Wilson, Esq.
C.J. Wilson Law, P.A.
1636 Hillcrest Street
Orlando, Florida 32803
(407) 232-2003

**County File
#**

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the Effective Date by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public entity that operates the Orlando Executive Airport pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, ("**Aviation Authority**") whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 and **Orange County, Florida**, a charter and political subdivision of the State of Florida ("**County**") with mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 (sometimes Aviation Authority and County are hereinafter referred to individually as the "party" or collectively, the "parties").

Name of Document: Orlando Executive Airport, Lease Agreement, Orange County Sheriff Facility, Orlando Executive Airport, Orlando, Florida and Orange County, Florida

Aviation Authority: Greater Orlando Aviation Authority, a public entity that operates the Orlando Executive Airport
Attn: [NAME]
One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399

County: Orange County, Florida, a charter county and political subdivision of the State of Florida
Attn: Manager, Orange County Real Estate Management
P.O. Box 1393, Orlando, Florida 32802-1393

Effective Date: The Effective Date of the lease is [DATE]

Rent Commencement Date: June 1, 2025

Property: Orlando Executive Airport at 3526 E. Amelia St., Orlando, Florida.
Orange County Property Appraiser's ID 29-22-30-0000-10-016.

County File #:

Premises:

A portion of the property containing approximately 140,470 square feet located at the Airport, together with Hangar Building 195, Hangar Building 196, Aircraft Apron Pavement, Vehicle Pavement, together with any buildings, structures, fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems currently existing or hereafter located thereon.

Term:

The initial term will be five (5) years commencing on the Effective Date, with two (2) five (5) year renewal terms.

Lien Provision:

Section 5.3(d) of the Lease contains the following provision:

No Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Aviation Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor, or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the Aviation Authority shall not be liable for any labor or materials, or services furnished or to be furnished to County upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Aviation Authority in the Premises or in this Lease. All Persons dealing with the Premises and with County are hereby put on notice that County does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all Persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of County or Persons dealing by, through or under County, are hereby put on notice that they must look solely to the County and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises. County hereby warrants and covenants to Aviation Authority that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances and hereby agrees to indemnify and hold Aviation Authority and the City harmless from and against any and all losses, damages, and costs, including reasonable attorneys' fees, relating to, or arising out of any such lien, claim or encumbrance. If any such lien or notice of lien on account of the alleged debt of County or any notice of contract by a party engaged by County or County's contractor to work on the Premises shall be filed against the Premises, County's leasehold interest therein or any Improvements (excluding liens for taxes which are not delinquent and mortgages permitted hereunder), the County shall, within **thirty (30) days** after notice of filing thereof, cause the same to be discharged of record by

County File #:

payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of the Aviation Authority in and to the Premises be subject to liens for improvements made by County or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of County. A Memorandum of Lease or other notice may be recorded by the Aviation Authority at its sole cost and expense within the public records providing notice under Section 713.10, Florida Statutes (2024) or its successor provision.

A copy of the Lease is on file with the Aviation Authority and County at their respective addresses set forth above.

In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

This Memorandum of Lease shall automatically expire upon the earlier to occur of the expiration or earlier termination of the term of the Lease and any applicable extension terms. All persons may conclusively rely upon any affidavit of the Aviation Authority executed by one or more of its representatives, that the Lease has been or is terminated, providing that at the time of the making of the affidavit, the County, or its successors or assigns, is not then in open and notorious possession of the Premises, and rent has not been paid after any and all applicable cure periods have elapsed, and the affidavit so states.

The Effective Date of this Memorandum of Lease is the date that it is recorded in the Public Records of Orange County, Florida.

This Memorandum may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures to Follow

County File #:

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the last date written below.

Witness Signatures

[SIGNATURE LINE, NAME AND ADDRESS]

COUNTY:

ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

[SIGNATURE LINE, NAME AND ADDRESS]

By: FORM NOT FOR SIGNATURE

Name: Mindy T. Cummings

Title: Manager, Orange County Real Estate Management Division

Dated:

STATE OF:

COUNTY OF:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_ of_ , 20_ , by Mindy T. Cummings as Manager of the Orange County Real Estate Management Division on behalf of Orange County, Florida, a charter county and political subdivision of State of Florida. The individual ☐ is personally known to me or ☐ has produced: as identification.

(Affix Notary Stamp)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

Notary Public of:

My Commission Expires: _____

County File #:

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the last date written below.

WITNESSES:

**AVIATION AUTHORITY:
GREATER ORLANDO AVIATION
AUTHORITY**

Print Name: _____
Address: _____

Lance Lyttle
Chief Executive Officer

Print Name: _____
Address: _____

ATTEST:

, Assistant Secretary

APPROVED AS TO FORM AND LEGALITY for the use
and reliance of the Greater Orlando Aviation Authority, only.
C.J. Wilson Law, P.A., Counsel

By: _____
Christopher J. Wilson, Esq.

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ of _____, 20____, by _____ in their capacity as _____ on behalf of the Greater Orlando Aviation Authority. The individual ☐ is personally known to me or ☐ has produced: _____ as identification.

(Affix Notary Stamp)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name
Notary Public of:
My Commission Expires: _____

EXHIBIT E FAA REQUIRED CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the County agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the County transfers its obligation to another, the transferee shall be obligated in the same manner as the County.

This provision obligates the County for the period during which the property is owned, used, or possessed by the County and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the County, for itself, its assignees, and successors in interest (hereinafter referred to as the “County”), agrees as follows, if and to the extent applicable as a matter of law:

1. **Compliance with Regulations:** The County (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The County, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-lessees, including procurements of materials and leases of equipment. The County will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-County or supplier will be notified by the County of the County’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** If and to the extent applicable as a matter of law, the County will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the

sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish the information, the County will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a County's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the County under the contract until the County complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The County will use reasonable efforts include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment entered into after the effective date of the Lease, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto, but in all instances shall comply with all applicable federal laws, orders, rules, and regulations. The County will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the County becomes involved in, or is threatened with litigation by a sub-County, or supplier because of such direction, the County may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the County may request the United States to enter into the litigation to protect the interests of the United States.
7. The County for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in the Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the County will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
8. In the event of breach of any of the above Nondiscrimination covenants, the Aviation Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

County File #:

9. The County for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the County will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
10. In the event of breach of any of the above nondiscrimination covenants, the Aviation Authority will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon subject to the terms of the Lease.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the County agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

County File #:

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

The above list may be amended from time to time upon **thirty (30) days’** advance written notice to County.

EXHIBIT F
Initial Term Rent Payment Schedule (Including Rent Credit)

Month	Monthly Rent	Rent Abatement	Total Monthly Due
Jun-25	\$23,254.92	\$19,854.92	\$3,400.00
Jul-25	\$23,254.92	\$19,854.92	\$3,400.00
Aug-25	\$23,254.92	\$19,854.92	\$3,400.00
Sep-25	\$23,254.92	\$19,854.92	\$3,400.00
Oct-25	\$23,254.92	\$17,441.19	\$5,813.73
Nov-25	\$23,254.92	\$17,441.19	\$5,813.73
Dec-25	\$23,254.92	\$17,441.19	\$5,813.73
Jan-26	\$23,254.92	\$17,441.19	\$5,813.73
Feb-26	\$23,254.92	\$17,441.19	\$5,813.73
Mar-26	\$23,254.92	\$17,441.19	\$5,813.73
Apr-26	\$23,254.92	\$17,441.19	\$5,813.73
May-26	\$23,254.92	\$17,441.19	\$5,813.73
Jun-26	\$24,068.84	\$18,051.63	\$6,017.21
Jul-26	\$24,068.84	\$18,051.63	\$6,017.21
Aug-26	\$24,068.84	\$18,051.63	\$6,017.21
Sep-26	\$24,068.84	\$18,051.63	\$6,017.21
Oct-26	\$24,068.84	\$18,051.63	\$6,017.21
Nov-26	\$24,068.84	\$18,051.63	\$6,017.21
Dec-26	\$24,068.84	\$18,051.63	\$6,017.21
Jan-27	\$24,068.84	\$18,051.63	\$6,017.21
Feb-27	\$24,068.84	\$18,051.63	\$6,017.21
Mar-27	\$24,068.84	\$18,051.63	\$6,017.21
Apr-27	\$24,068.84	\$18,051.63	\$6,017.21
May-27	\$24,068.84	\$18,051.63	\$6,017.21
Jun-27	\$24,911.25	\$18,683.44	\$6,227.81
Jul-27	\$24,911.25	\$18,683.44	\$6,227.81
Aug-27	\$24,911.25	\$18,683.44	\$6,227.81
Sep-27	\$24,911.25	\$18,683.44	\$6,227.81
Oct-27	\$24,911.25	\$17,260.05	\$7,651.20
Nov-27	\$24,911.25	\$0.00	\$24,911.25
Dec-27	\$24,911.25	\$0.00	\$24,911.25
Jan-28	\$24,911.25	\$0.00	\$24,911.25
Feb-28	\$24,911.25	\$0.00	\$24,911.25
Mar-28	\$24,911.25	\$0.00	\$24,911.25
Apr-28	\$24,911.25	\$0.00	\$24,911.25
May-28	\$24,911.25	\$0.00	\$24,911.25

County File #:

Jun-28	\$25,783.15	\$0.00	\$25,783.15
Jul-28	\$25,783.15	\$0.00	\$25,783.15
Aug-28	\$25,783.15	\$0.00	\$25,783.15
Sep-28	\$25,783.15	\$0.00	\$25,783.15
Oct-28	\$25,783.15	\$0.00	\$25,783.15
Nov-28	\$25,783.15	\$0.00	\$25,783.15
Dec-28	\$25,783.15	\$0.00	\$25,783.15
Jan-29	\$25,783.15	\$0.00	\$25,783.15
Feb-29	\$25,783.15	\$0.00	\$25,783.15
Mar-29	\$25,783.15	\$0.00	\$25,783.15
Apr-29	\$25,783.15	\$0.00	\$25,783.15
May-29	\$25,783.15	\$0.00	\$25,783.15
Jun-29	\$26,685.56	\$0.00	\$26,685.56
Jul-29	\$26,685.56	\$0.00	\$26,685.56
Aug-29	\$26,685.56	\$0.00	\$26,685.56
Sep-29	\$26,685.56	\$0.00	\$26,685.56
Oct-29	\$26,685.56	\$0.00	\$26,685.56
Nov-29	\$26,685.56	\$0.00	\$26,685.56
Dec-29	\$26,685.56	\$0.00	\$26,685.56
Jan-30	\$26,685.56	\$0.00	\$26,685.56
Feb-30	\$26,685.56	\$0.00	\$26,685.56
Mar-30	\$26,685.56	\$0.00	\$26,685.56
Apr-30	\$26,685.56	\$0.00	\$26,685.56
May-30	\$26,685.56	\$0.00	\$26,685.56
INITIAL TERM TOTAL:	\$1,496,444.63	\$527,562.60	\$968,882.03