

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
AGENDA**

DATE: TUESDAY, JANUARY 5, 2021
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Justin Head
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Debra Jones
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Fred Koberlein
City Clerk Latricia Wright
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA (pp 4-6)

- Council minutes from December 8, 2020

ITEM – 4 – OLD BUSINESS

- A. STAFF AND BOARD AND COUNCILOR UPDATES
 - CITY MANAGER JACKIE GORMAN
 - DEPUTY CITY MANAGER CJ ZIMOSKI
- B. DISCUSSION WITH POSSIBLE ACTION: CITY OWNED PROPERTY IN BRONSON, FL.
- C. DISCUSSION WITH POSSIBLE ACTION: CORNELIUS WILLIAMS PARK – JACKIE APPLING

ITEM – 5 – NEW BUSINESS –

- A. ASSIGNMENT OF LEASE; M. BILT ENTERPRISES, INC., A FLORIDA CORPORATION ASSIGN AND TRANSFER UNTO NERON ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY. – AIRPORT MANAGER BENTON STEGALL (pp7-42)

CITY OF WILLISTON, FLORIDA
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- B. RESOLUTION 2021-02: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY OF WILLISTON, FLORIDA TO ENTER INTO A LEASE AGREEMENT WITH BRIAN HERNANDEZ, INDIVIDUALLY, LEASING PROPERTY LOCATED AT THE WILLISTON MUNICIPAL AIRPORT; AUTHORIZING THE CITY COUNCIL TO APPROVE THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL (pp 43-59).
- C. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK EVALUATION – COUNCIL PRESIDENT JUSTIN HEAD.

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED MEETING JANUARY 19, 2021 AT 6:00 P.M.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

**** Because this meeting is being held in person, Florida law requires that it be open to the physical presence of the public. To maintain proper health precautions, we will maintain 6' separations in the meeting room and we will offer additional seating in another area for the overflow if needed. Also, we encourage the use of face masks in the meeting room. (Limitation of 50 people)**

We invite you to continue participating in our council meetings via telephone or the Internet as we have been doing for the last several weeks. **

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such

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CITY COUNCIL MEETING

purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
MINUTES**

DATE: TUESDAY, DECEMBER 8, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Justin Head
Vice-President Marguerite Robinson
Council-Elect Michael Cox
Councilmember Debra Jones
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Fred Koberlein
City Clerk Latricia Wright
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge of Allegiance to the flag led by Mayor Robinson.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

City Clerk Wright asked that Resolution 2020-80 be removed from the consent agenda. Councilmember Jones moved to approve agenda as revised. Vice-President Robinson seconded. Motion carried 4-0 by saying “aye”.

ITEM – 2 – ADMINISTRATION OF OATH TO COUNCIL ELECT MICHAEL COX-- Judge

Browning administered the oath to Council Elect Michael Cox.

ITEM – 3 – PUBLIC PARTICIPATION – None.

ITEM – 4 – CONSENT AGENDA – Vice-President Robinson moved to approve consent agenda. Councilmember Ross seconded. Motion carried by saying “aye” 5-0.

- Council minutes from November 17, 2020
- Resolution 2020-79: A Resolution of the City of Williston, authorizing the purchase of Itron FCS Software and two FC300 Super Raptor radios for the meter reading system.
- Resolution 2020-80: A Resolution of the City Council of the City of Williston, Florida, repealing City Council Resolution Number 2020-69; approving the 2021 General Municipal Election dates and process; and establishing an effective date.

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCILOR UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager Gorman informed the Council the Planning Department has received the completed plat for the new

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subdivision Country Lake Estates we should see some homes being built soon. City Manager Gorman discussed with the Council the contract with WastePro still has a couple of niches that need to be worked before anything becomes final. Also she has put out an RFQ for a Collection agency.

- DEPUTY CITY MANAGER CJ ZIMOSKI – Deputy City Manager Zimoski discussed with the Council the electric contours on 41 have been installed in the undeveloped part of the airport. Mayor Robinson said he would like to compliment Mr. Zimoski for the work he did on the Electric contract with FMPA. We were under the gun with timing and he did a great job negotiating the contract. Mr. Zimoski stated that the City will be purchasing electric from FMPA and customers should see a reduction in their bill sometime around February.

- B. SECOND READING ORDINANCE NO. 688: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE. – Councilmember Jones moved to approve Ordinance #688. Vice-President Robinson seconded. Motion carried 5-0 by saying “aye”. Councilmember Jones wanted the public to know that other cities and towns Councilmembers are paid more than Williston. Councilmember Jones said for example Bronson Mayor is paid \$800.00 and their Councilmembers are paid \$500.00.

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: IMPROVEMENTS AT CORNELIUS WILLIAMS PARK- Williston Resident Jackie Appling discussed with the Council several ideas she has for improving Cornelius Williams Park. Ms. Appling said she has formed a committee that is willing to work with her to improve the park. The name of the group is called “Friends of Cornelius Williams Park” and some of the things they have talked doing is having a movie night at the park. Ms. Appling said she’s trying to get families to come out and be together and do different activities as a whole. Ms. Appling also stated, she’s hoping the committee will be the eyes and ears of the park because she know there has been some vandalism at the park. Councilmember Jones said this is a tough one because it’s in the County and County rules apply as well as the Cities rules. After much discussion Council President instructed City Clerk to work with Ms. Appling with having a “Movie in the Park” and Mayor Robinson appointed Officer Rolls as liaison for the Police Department.
- B. DISCUSSION WITH POSSIBLE ACTION: LEASE TRANSFER/ASSIGNMENT OF M. BILT ENTERPRISES AT AIRPORT – Airport Manager Stegall discussed with the Council the vacant hanger Ms. Bilt has and she’s looking to rent it out to a company that’s looking to relocate to Williston. Airport Manager Stegall said it will cost the City a little bit of money to have this company come in. He said the City will have to relocate

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the existing fence so that the jets are able to maneuver and the cost is roughly around \$17,000 but the City will be able to recoup that within 10 months.

- C. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK ANNUAL EVALUATION- City Clerk briefly discussed with the Council her evaluation form. Mayor Robinson asked if he could do an evaluation but not have it count. Councilmember Ross asked about a self-evaluation. Resident Albert Fuller said a self-evaluation is always done prior to others doing their evaluation and he think it's a good thing. Mayor Robinson said he agreed with Mr. Fuller. Council President Head asked City Clerk Wright to do a self-evaluation and turn it in to all Councilmembers by December 22 and he asked the Council to turn in their evaluation at the next Council meeting January 5, 2021.
- D. DISCUSSION WITH POSSIBLE ACTION: COUNCIL MEETING FOR DECEMBER 22, 2020. – After some discussion Councilmember Jones moved to cancel the December 22nd meeting. Vice-President Robinson seconded. Motion carried 5-0 by saying “aye”.

ITEM – 7 – PUBLIC PARTICIPATION – Marvin Johnson business owner of B&M Barber Shop told the Council that the pot holes behind his business in Block 12 are getting deeper and would like to see it fixed so his customer and others would not bottom out when parking behind his business. Deputy Manager Zimoski said he would check on it first thing in the morning.

ITEM – 8 – ANNOUNCEMENTS – Councilmember Jones thanked Deputy Manager Zimoski for the wonderful Christmas decorations throughout the City. Mayor Robinson said he appreciated all the lights coming on at the same time during Light up Williston. Vice-President Robinson said she appreciated the Chamber for going through with the Christmas parade and also thanked Chief Strow as well for getting all of the police officers to help.

ITEM – 9 – ADJOURNMENT – Vice-President Robinson moved to adjourn at 7:27 p.m. Councilmember Jones seconded. Motion carried 5-0 by saying “aye”.

NEXT SCHEDULED MEETING JANUARY 5, 2021 AT 6:00 P.M.

Date: January 5, 2021

COUNCIL AGENDA ITEM

TOPIC: Assignment of Lease

REQUESTED BY: BENTON STEGALL

PREPARED BY: LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: Assignment of lease from M. Bilt Enterprises, Inc., Florida Corporation to Neron Enterprises, LLC, a Delaware Limited Liability Company.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

ASSIGNMENT OF LEASE

WHEREAS, the undersigned M. BILT ENTERPRISES, INC., a Florida Corporation, 5453 SW 40th Street, Ocala, FL 34474, in consideration of the sum of Ten and No/100 Dollars and other valuable consideration in hand paid by a Florida Corporation, the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto the NERON ENTERPRISES, LLC, a Delaware Limited Liability Company, 16192 Coastal Highway, Lewes, DE 19958 that certain land lease dated November 1, 1990, for which a Memorandum of Land Lease was recorded in Official Records Book 445, Page 173, of the public records of Levy County, Florida, wherein the CITY OF WILLISTON is the LESSOR and M. BILT ENTERPRISES, INC. is the LESSEE; as amended by Lease Agreement Addendum dated July 22, 1991; Lease Agreement Addendum dated February 2, 1999; as subsequently extended through October 30, 2023, pursuant to a Lease Agreement Addendum dated February 2, 1999; with two 5 year options to renew pursuant to a Lease Extension Addendum dated July 30, 2007, and Lease Amendment dated February 4, 2020, approved by Resolution 2020-07(collectively the "Lease"), which Lease covers the 2 acres of land located in Levy County, Florida more particularly described therein.

TOGETHER with the obligations described in the Lease.

IN WITNESS WHEREOF, the party has executed this assignment of the Lease and such is effective on the date executed by the last signing party.

Dated this ____ day of January, 2021.

M. BILT ENTERPRISES, INC.

BY: _____
WITNESS

BY: _____
CAROLYN BILT, PRESIDENT

BY: _____
WITNESS

ACCEPTANCE OF ASSIGNMENT

NERON ENTERPRISES, LLC, a Delaware Limited Liability Company, by and through its undersigned agent, does hereby accept the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth herein and the Lease executed between Lessor and Lessee.

DATED this ____ day of January, 2021.

NERON ENTERPRISES, LLC

BY: _____
WITNESS

BY: _____
WILSON CORZO, MGRM

BY: _____
WITNESS

CONSENT OF LESSOR

CITY OF WILLISTON, pursuant the terms of the Lease does hereby consent to the foregoing Assignment, releases M. Bilt Enterprises, Inc. from the terms and obligations set forth therein and by the execution hereof does hereby agree to be bound by the terms and obligations set forth therein.

DATED this 5th day of January, 2021.

CITY OF WILLISTON

Signed, sealed and delivered
in the presence of:

Witness' Signature

Print Name

By: _____
Justin Head, President

Witness' Signature

Print Name

Attest:
By: _____
Latricia Wright, City Clerk

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 5th day of January, 2021 by JUSTIN HEAD, President, and LATRICIA WRIGHT, City Clerk, for the City of Williston, who is personally known to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

ZONING CATEGORY: _____
ZONING APPROVED: _____
ZONING DISAPPROVED: _____ DATE: _____
BUILDING INSPECTION APPROVED: _____
BUILDING INSPECTION DISAPPROVED: _____ DATE: _____
POLICE DEPARTMENT: _____

PERMANENT: _____
VENDOR #: _____
3 DAY TEMP: _____
LOCATION # _____
SIC # _____
FIRE DEPARTMENT _____

Business Tax Certificate Application City of Williston

50 NW Main St, P.O. Drawer 160, Williston, FL 32696
Phone: 352-528-3060 Fax: 352-528-2877

Date: 3-19-14

Business Name: CAJOBI ENTERPRISES, LLC EIN # _____
FEID/SS # 46-4841112
Fictitious Name: N/A
Location of Business: 1 WELL BILT DRIVE, WILLISTON, FL Commercial Residential (circle one)
Type of Business: MANAGEMENT / LEASING ³²⁶⁹⁶ Permanent / Temporary (circle one) ^{NOT SURE}
Business Mailing Address: P.O. BOX 100, WILLISTON, FL 32696
Telephone #: 352-528-5566 Fax #: _____ Cell #: 352-274-2662
Email Address: cjbilt@aol.com
Owner's Name: CAROL BILT Owner's Date of Birth: 06-11-53
Owner's Address: 1821 SW 28th ST., Ocala, FL 34471 Owner's Home #: 352-369-6205

Beginning Retail Sales Inventory at close of your last business year: \$\$ 0

Total Floor Area (Square feet): N/A

Number of off street paved parking: N/A

Complete the following sections applicable to your business:

Number of Employees: 0-1 Juke Boxes: _____ Restaurant Seats: _____
Gasoline Pumps: _____ Apartment/Rooms: X Car/Truck/Trailer Rentals: X
Vehicles: N/A Beauty/Barber Chairs: X Vending Machines: X
Tanning Booths: N/A Video Machines: N/A Pool Tables: N/A
Other Please Specify: _____


Signature: CAROL BILT Title: OWNER Date: 3-19-14

CERTAIN TYPES OF BUSINESSES MAY REQUIRE LICENSES WITH THE STATE & COUNTY. IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO RESEARCH AND FILE ALL STATE OF FLORIDA LICENSES (850-487-1395) AND LEVY COUNTY LICENSES (352-486-5301).

COPIES OF STATE/COUNTY LICENSES OR CERTIFICATES MUST ACCOMPANY THIS APPLICATION.

IF YOU ARE INDICATING AN EXEMPTION FROM PAYING THE BUSINESS TAX LICENSE, PLEASE PROVIDE COPIES OF ANY RELEVANT EXEMPTION ITEMS, SUCH AS A RECEIPT FROM ANY OTHER AGENCIES/CITIES/COUNTIES.

S:\Occupational Licenses\Business Tax Certificate Application

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS	
	
Detail by Entity Name	
<u>Florida Limited Liability Company</u>	
CAJOB1 ENTERPRISES, LLC	
<u>Filing Information</u>	
Document Number	L14000026926
FE/EIN Number	NONE
Date Filed	02/17/2014
State	FL
Status	ACTIVE
<u>Principal Address</u>	
1 WELL BILT DRIVE WILLISTON, FL 32696	
<u>Mailing Address</u>	
P.O. BOX 100 WILLISTON, FL 32696	
<u>Registered Agent Name & Address</u>	
BILT, CAROL J 1 WELL BILT DRIVE WILLISTON, FL 32696	
<u>Authorized Person(s) Detail</u>	
Name & Address	
Title MGR	
BILT, CAROL J 1 WELL BILT DRIVE WILLISTON, FL 32696	
<u>Annual Reports</u>	
No Annual Reports Filed	
<u>Document Images</u>	
02/17/2014 -- Florida Limited Liability	View image in PDF format

State of Florida, Department of State

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<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail/EntityName/fl11-11...> 3/25/2014

Date of this notice: 02-18-2014

Employer Identification Number:
46-4841112

Form: SS-4

Number of this notice: CP 575 G

CAJOBI ENTERPRISES LLC
CAROLYN J BILT SOLE MBR
1 WELL BILT DRIVE
WILLISTON, FL 32696

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4841112. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is CAJO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

LEASE AMENDMENT AND EXTENSION

WHEREAS, The City of Williston, Florida ("Lessor"), and M. Bilt Enterprises, Inc., ("Lessee"), did, on or about November 1, 1990 enter into a Lease Agreement for real property located at the Williston Municipal Airport, (the "Original Lease"); and

WHEREAS, the Original Lease has been amended by the following documents: (i) Lease Agreement Addendum dated July 22, 1991; (ii) Lease Agreement Addendum dated February 2, 1999; (iii) Lease Agreement Addendum dated October 5, 1999; and (iv) Letter terminating the option dated June 18, 2007; and

WHEREAS, the Lessee has requested the Lessor to grant an option for the extension of the Original Lease, as amended, for two additional five year terms; and

WHEREAS, the Lessee has requested that the Lessor grant an option for the lease of additional lands; and

WHEREAS, the Lessor is agreeable to the Lessee's requests;

NOW THEREFORE, the parties agree as follows:

1. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessee shall have an option to extend the lease term for 2 additional 5 year terms, provided that the Lessee, at least sixty days prior to the end of the then existing term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease. The rent for any renewal terms shall be adjusted to the then current rental schedule rates as set by the City of Williston for airport property, and will be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2. **OPTION TO LEASE ADDITIONAL LAND:** Lessor hereby grants Lessee the option, during the term of this lease, to lease additional land contiguous to the Premises and described as parcel 3 in Exhibit "A", attached, at the then current rental schedule rates as set by the City of Williston for airport property. If exercised, the lease of the additional lands will be in Lessee's Initials: CB

accordance with all of the terms and conditions contained in the Original Lease, as amended.
This option will be terminated, if after written notice by Lessor to Lessee of Lessor's intention to terminate the option, Lessee does not within 30 days exercise this option.

3. Lessee agrees that this document shall be deemed an integration of all discussions, negotiations and communications of any type relating to the Original Lease, as amended, and confirms that the Lessor, as of the date hereof is in complete compliance with all of Lessor's obligations under the Original Lease, as amended. The Original Lease, as previously amended and as modified by this amendment contains the entire agreement of the parties. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this document to be executed
this 30th day of July, 2007.

LESSEES:
M. BILT ENTERPRISES, INC

By: Carol Bilt
Carol Bilt, President

LESSOR:
CITY OF WILLISTON, FLORIDA

By: Debra F. Jones
Debra F. Jones, President, City Council

ATTEST: Barbara Henson
Barbara Henson, City Clerk

This Document Prepared by:
Norm D. Fugate
Attorney at Law
Post Office Box 98
Williston, Florida 32696

Lessee's Initials: CB

LEASE AGREEMENT ADDENDUM

This addendum to Lease Agreement is made and entered into this 2ND day of FEBRUARY, 1999, by and between the City of Williston, a political subdivision of the State of Florida, as Lessor and M. Bilt Enterprises, Inc., a Florida corporation, as Lessee. That for and in consideration of the sum of Ten Dollars and other good and valuable consideration, said Lessor and the said Lessee do hereby agree that certain lease dated November 16, 1990, signed between the said Lessor and Lessee shall be amended as follows to wit:

1. That Page 2, Paragraph 2 of the said lease so dated November 16, 1990, be and the same as hereby amended to read as follows to wit:

“2. TERM: The initial term of this Lease shall be twenty five (25) years commencing on November 1, 1990 and ending on October 30, 2015.” By unanimous consent of the City Council on March 3, 1998, lease maturity date is extended through October 30, 2023.

2. That all other provisions, conditions, covenants and agreements contained in the said original lease agreement be and unchanged and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease to be made and executed in duplicate the day and year first above written.

CITY OF WILLISTON

By James W. Casan
President, City Council

Approved:

Attest:

Al Wilkerson
Mayor, City of Williston

Barbara Henson
City Clerk

Breake Holladay
Witness

M. Bilt Enterprises, Inc.,
a Florida Corporation

Karen Holding
Witness

By Mark Pur
President

LEASE AGREEMENT ADDENDUM

This addendum to Lease Agreement is made and entered into this 5th day of October, 1999, by and between the City of Williston, a political subdivision of the State of Florida, as Lessor and M. Bilt Enterprises, Inc., a Florida corporation, as Lessee. That for and in consideration of the sum of Ten Dollars and other good and valuable consideration, said Lessor and the said Lessee do hereby agree that certain lease dated November 16, 1990, signed between the said Lessor and Lessee shall be amended as follows to wit:

1. That Paragraph 25 of the said lease so dated November 16, 1990, be and the same as hereby amended to read as follows to wit:

25. OPTION FOR ADDITIONAL PREMISES: Lessor does hereby grant to Lessee the right of first refusal to lease an additional 8.71 acres which consists of the remaining 3.50 acres in parcel number 2, located East of the premises described herein and all of parcel number 3, containing 5.21 acres on the same terms and conditions as set forth in this Lease. This option of right of first refusal will become null and void thirty days after written notification is delivered to Lessee by Lessor. Notice to be issued upon receipt of certified offer to lease lands covered by this OPTION FOR ADDITIONAL PREMISES.

2. That all other provisions, conditions, covenants and agreements contained in the said original lease agreement be and unchanged and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease to be made and executed in duplicate the day and year first above written.

CITY OF WILLISTON

By Debra J. Jones
President, City Council

Approved:

Attest:

Al Williams
Mayor, City of Williston

Barbara Henson
City Clerk

Francis B. Robbins
Witness

M. Bilt Enterprises, Inc.,
a Florida Corporation

Debra L. Cook
Witness

By Mike Burt
President

MEMORANDUM OF LEASE

On November 16, 1990, the City of Williston, a political subdivision of the state of Florida, hereinafter referred to as Lessor, and M. Bilt Enterprises, Inc, a Florida corporation, hereinafter referred to as Lessee, entered into a written lease agreement for the following described property located in Williston, Levy County, Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

The initial term of the lease extends to October 30, 2015. Said lease also contains an option to extend the lease for an additional ten (10) year period.

The lease also contains an option to lease the additional 5.53 acres located East of the hereinabove described premises, if said option is exercised prior to November 1, 1995.

A Lease Agreement Addendum was executed on July 21, 1991 to allow the tenant to place a lien on the improvements on said properties in an amount up to \$250,000.

United Citizens Bank of Alachua County contemplates making a loan to M. Bilt Enterprises, Inc. on its leasehold interest and prior to making said loan is desirous of giving notice of the lease and the addendum thereto in the public records of Levy County, Florida.

THEREFORE, this memorandum is being placed in the public records to give constructive notice of the existence of said lease on the above-described property.

IN WITNESS WHEREOF, the CITY OF WILLISTON, has caused this Memorandum of Lease to be executed in its name and on its behalf by the President of the City Council and attested by the City Clerk, which officials are duly authorized to act on behalf of the City of Williston.

Dated this 5th day of November, 1991.

Witnesses:

Barbara D. Wensel
Joanna Rae Butler

CITY OF WILLISTON

By:

Ronald H. Hutton
President, City Council

Attest:

Daphnia Lanier
City Clerk

RECEIVED NOV 6 1991

EXHIBIT "A"

M. BILT ENTERPRISES, INC

A parcel of land in the Southeast 1/4 of Section 12, Township 13 South, Range 18 East, Levy County, Florida, being a portion of Parcel No. 2 of Williston Industrial Sites, an unrecorded subdivision, and being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of Section 12, Township 13 South, Range 18 East, said corner being on the centerline of U.S. Highway No. 41; thence run S 00° 15' 34" W, along the centerline of said U.S. Highway No. 41, a distance of 28.45 feet; thence N 89° 33' 04" W, 1154.56 feet; thence N 00° 45' 46" E, 963.98 feet to the POINT OF BEGINNING; thence continue N 00° 45' 46" E, 402.39 feet to the PC of a curve, concave to the east, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 43° 23' 57", a distance of 37.87 feet to the PT; thence N 44° 09' 43" E, 111.24 feet to the PC of a curve, concave to the southeast, having a radius of 100 feet; thence Northeasterly, along the arc of said curve, through a central angle of 38° 43' 36" a distance of 67.59 feet to the PT; thence N 82° 53' 19" E, 24.26 feet; thence S 00° 45' 46" W, 550.80 feet; thence N 89° 23' 04" W, 173.09 feet to close on the POINT OF BEGINNING.

RECEIVED NOV 6 1901

Witnesses:

M. BILT ENTERPRISES, INC.

~~Robert J. Marsh~~
Robert J. Marsh

By: Mike Bilt Pres.
Mike Bilt, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEVY

On the 5th day of November, 1991, before me personally came R. Gerald Hethcoat and Sylvia Lanier, who being by me duly sworn, did depose and say that they reside in Williston, Florida, that they are the President and City Clerk, respectively, for the City Council of the City of Williston, and as such they are authorized to execute documents on behalf of the city of Williston, and they executed this Memorandum of Lease on behalf of the city of Williston.

~~William G. O'Neill~~
Notary Public

My Commission Expires:

WILLIAM G. O'NEILL
NOTARY PUBLIC, State of Florida
My Commission Expires Aug. 23, 1993

STATE OF FLORIDA
COUNTY OF LEVY

On the 6th day of November, 1991, before me personally came MIKE BILT, who being by me duly sworn, did depose and say that he resides in Boynton Beach, Florida; that he is the President of M. BILT ENTERPRISES, INC., the corporation described in and which executed this Memorandum of Lease; that he knows the seal of said corporation; that the seal affixed to said Memorandum is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

~~William G. O'Neill~~
Notary Public

My Commission Expires:

WILLIAM G. O'NEILL
NOTARY PUBLIC, State of Florida
My Commission Expires Aug. 23, 1993

RECEIVED NOV 6 1991

LEASE AGREEMENT ADDENDUM

This addendum to Lease Agreement is made and entered into this 22nd day of July, 1991, by and between the City of Williston, a political subdivision of the State of Florida, as Lessor and M Bilt Enterprises, Inc., a Florida corporation, as Lessee. That for and in consideration of the sum of Ten Dollars and other good and valuable consideration, said Lessor and the said Lessee do hereby agree that certain lease dated November 16, 1990, signed between the said Lessor and Lessee shall be amended as follows to wit:

1. That Page 4, Paragraph 8. of the said lease so dated November 16, 1990, be and the same as hereby amended to read as follows to wit:

"8. CONSTRUCTION: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a metal building for its use, said building to consist of a minimum of 6,000 square feet; and said construction shall be built in a good and workmanlike manner to be completed on/or before May 1, 1991; that the construction shall be free and clear of any and all mechanic liens or encumbrances of whatsoever kind and nature for said construction. Lessee shall at its own expense install a septic tank for its use."

2. That Page 13, Paragraph 29.B.(e) be and the same as hereby amended to read as follows to wit:

"29.B.(e) The amount of any such interim or permanent loan shall not exceed Two Hundred Fifty Thousand (\$250,000.00)

Dollars."

3. That all other provisions, conditions, covenants and agreements contained in the said original lease agreement be and unchanged and be in full force and effect.

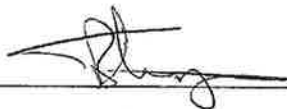
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease to be made and executed in duplicate the day and year first above written.


CITY OF WILLISTON

By 
President, City Council

Approved:

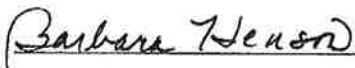
Attest:



Mayor, City of Williston


City Clerk


Witness

M. BILT ENTERPRISES, INC.,
a Florida corporation


Witness

By 
President

LEASE AGREEMENT

Whereas, the City of Williston, a political subdivision of the State of Florida has developed and maintains an industrial park at the premises commonly referred to as Williston Municipal Airport; and

Whereas, said industrial park is for the purpose of promoting the health, general welfare and employment of its citizens; and,

Whereas, it is in the best interest of the said City to promote and develop the said industrial park for the purposes of providing employment; and

Whereas, **M. Bilt Enterprises, Inc.**, a Florida corporation is desirous of leasing certain portions of the said industrial park as is hereinafter described for the purpose of conducting its business being the fabrication of hangar doors, hangar door openers, and allied products and related parts, including other types of manufactured goods, parts and products, and the repair of such, which will provide employment for the citizens of Levy County.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth the City of Williston does hereby Lease and let to **M. Bilt Enterprises, Inc.**, the premises described in paragraph 1 hereof.

1. PREMISES: The Lessor leases and Lessee does rent

and hire from the Lessor for the purpose of conducting thereon the business of manufacturing hangar doors, hangar door openers and allied and related parts, equipment and components including other types of manufactured goods, parts and products, and the repair of such, upon the following described premises located in Williston, Levy County, Florida, to-wit:

A parcel of land in the Southeast 1/4 of Section 12, Township 13 South, Range 18 East, Levy County, Florida, being a portion of Parcel No. 2 of Williston Industrial Sites, an unrecorded subdivision, and being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of Section 12, Township 13 South, Range 18 East, said corner being on the centerline of U.S. Highway No. 41; thence run S 00° 15' 34" W, along the centerline of said U.S. Highway No. 41, a distance of 28.45 feet; thence N 89° 33' 04" W, 1154.56 feet; thence N 00° 45' 46" E, 963.98 feet to the POINT OF BEGINNING; thence continue N 00° 45' 46" E, 402.39 feet to the PC of a curve, concave to the east, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 43° 23' 57", a distance of 37.87 feet to the PT; thence N 44° 09' 43" E, 111.24 feet to the PC of a curve, concave to the southeast, having a radius of 100 feet; thence Northeasterly, along the arc of said curve, through a central angle of 38° 43' 36" a distance of 67.59 feet to the PT; thence N 82° 53' 19" E, 24.26 feet; thence S 00° 45' 46" W, 550.80 feet; thence N 89° 23' 04" W, 173.09 feet to close on the POINT OF BEGINNING.

The above described parcel containing 2.00 acres more or less.

2. TERM: The initial term of this Lease shall be twenty five (25) years commencing on November 1, 1990 and ending on October 30, 2015.

3. RENT: The rent to be paid by the Lessee to the Lessor shall be at the rate of Four Hundred Fifty Dollars (\$450.00) per acre per year, together with all applicable sales tax; the said rental for the first (1st) year in the amount of Nine Hundred Fifty Four Dollars (\$954.00), having this day been paid, receipt whereof is hereby acknowledged.

4. WARRANTIES OF TITLE AND QUIET POSSESSION: The Lessor covenants that Lessor is seised of the demised premises and owner in fee simple thereof with the full right to make this Lease and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

5. USES PROHIBITED: The Lessee shall not use or permit the demised premises or any part of the same to be used for any unlawful purpose and the same shall be used only for those purposes for which the premises is hereby leased.

6. WASTE AND NUISANCE PROHIBITED: During the term of this Lease the Lessee shall comply with all laws of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease; and the Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessors title to the said premises; and the Lessee shall commit or suffer no waste to be committed to the said demised premises or maintain any nuisance thereon.

7. LESSORS RIGHT OF ENTRY: The Lessee at all

reasonable times shall permit Lessor, its agents, servants or employees to enter into and upon the said demised premises for the purpose of inspecting the same.

8. CONSTRUCTION: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a metal building for its use, said building to consist of a minimum of 6,000 square feet; and said construction shall be built in a good and workmanlike manner to be completed on/or before May 1, 1991; that the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature. Lessee shall at its own expense install a septic tank for its use.

9. LESSOR'S IMPROVEMENTS: Lessor agrees to provide the following improvements for Lessee:

- 1) Clear the leased premises and provide adequate fill dirt for construction of Lessee's building.
- 2) Supply appropriate water, from existing well.
- 3) Install an electronic gate to provide access to the airport runway adjoining the leased premises.

10. COMPLETION OF CONSTRUCTION: The Lessee covenants and agrees that the construction of the said building shall commence in time to have completion of the said building on/or before May 1, 1991. In the event the construction is not completed as contemplated herein, this Lease shall become null and void and the rentals paid shall be forfeited.

11. BUILDING UPON TERMINATION: It is specifically

understood and agreed by the parties hereto that any and all improvements placed upon the said premises upon the termination of this Lease shall become the property of the Lessor.

12. RIGHTS OF WAY USE: The Lessor hereby grants to Lessee, its employees, agents, suppliers, customers and invitees a non-exclusive right at all times to use free of charge during the term of this Lease or any extension thereof the right of way for ingress and egress, over, across and upon the designated right of way as shown by the map of the said premises to the right of way of U.S. Highway 41.

13. ACCESS ROAD IMPROVEMENTS: Lessor and Lessee agree that this Lease is contingent upon Lessor making substantial improvements to the access road including paving of the access road surface.

14. UTILITIES: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, gas or the like.

15. REPAIRS AND MAINTENANCE: The Lessee covenants and agrees with the Lessor that said Lessee shall at its own cost and expense make any or all repairs necessary to maintain the premises so constructed and shall store no unsightly materials, junk or any toxic materials of any kind upon the said premises.

16. INSURANCE:

a. The Lessee shall at its own expense maintain fire and extended coverage insurance on the building so

constructed in an amount not less than the full insurable value thereof, said insurance shall be for the use and benefit of the Lessor and the Lessee and the said Lessee shall furnish a certificate of such insurance to the Lessor, together with a receipt showing the premium has been paid.

b. The Lessee shall carry liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per accident for one person, Three Hundred Thousand Dollars (\$300,000.00) per accident for two or more persons, together with property damage insurance of the minimum amount of Fifty Thousand Dollars (\$50,000.00) and cause to be added as party insured under such policy the Lessor and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.

c. All policies of insurance shall contain the clause that the same shall not be cancelled except and until fifteen (15) days after written notice to the Lessor.

17. INDEMNIFICATION OF LESSOR: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using, occupying or visiting the demised premises or be in, on, or about the premises, whether such loss, injury, death or damage shall be caused by or in any way result from or rise out of any act, omission or negligence of Lessee of any occupant, sub-tenant, visitor or user of any portion of the premises, or shall result from or be caused by any other

matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage.

18. TAXES: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

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

20. DEFAULT: In the event the Lessee should fail to pay any of the annual rental reserved herein for a period of more than fifteen (15) days after the same shall become due and payable or if the Lessee shall fail to keep or shall violate any of the other conditions, stipulations or agreements as are herein contained then such failure or violation shall continue for a period of fifteen (15) days after the Lessee shall have been notified, then and in that event the Lessor at its option may either terminate this Lease or re-enter the demised premises by summary proceedings or otherwise and expel Lessee and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Lessee shall remain liable for the deficiency, if any, between the Lessee's rent hereunder and the price obtained by the Lessor on reletting; however, a default (except as to payment of rentals) shall be deemed cured if the Lessee in good faith commences performance requisite to cure same within fifteen (15) days after receipt of notice and shall continuously pursue with reasonable diligence the performance required to cure such default.

21. CONDEMNATION: In the event the premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rent shall be

apportioned; the rental thereafter shall be reduced in proportion to the amount of land lost as a result of condemnation proceedings.

22. CLEANLINESS: Lessee shall at all times keep the grounds and any building in a reasonably neat and orderly condition and shall keep the entryways and delivery areas adjoining the building reasonably clean and free from rubbish and dirt. Lessee will not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises creating a nuisance thereon.

23. DESTRUCTION OF PREMISES: In the event of damage to or destruction of the building which is to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs or rehabilitation shall interfere with the business carried on by Lessee in said premises. In the event such repairs or rehabilitation can not be made in one hundred fifty (150) days, this Lease may be terminated at the option of the Lessee or Lessor.

24. OPTION TO EXTEND TERM OF LEASE: Lessor does hereby grant to Lessee an option to extend the lease term for an additional ten (10) years, provided however, the Lessee shall give sixty days notice of its intent to exercise its option

and all set forth conditions hereof having been complied with.

25. OPTION FOR ADDITIONAL PREMISES: Lessor does hereby grant to Lessee the right to lease an additional 5.53 acres located East of the premises described herein on the same terms and conditions as set forth in this Lease, provided the terms of this paragraph shall not be applicable after November 1, 1995.

26. BANKRUPTCY: The Lessee further covenants and agrees that if, at any time, Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the term of this Lease agreement at an end and shall forthwith be entitled to immediate possession of the said premises.

27. HOLDING OVER: Should Lessee hold over the term hereby created with the consent of Lessor, Lessee shall become a tenant from month to month at a monthly rental payable hereunder, and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such Lessee until thirty (30) days after either party hereto serves upon the other written notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental month,

any unearned prepaid rental shall, immediately following surrender of the demised premises by Lessee, be refunded to it.

28. END OF TENANCY: The Lessee will yield up the demised premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriation by eminent domain excepted.

29. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST: The Lessee may at any time from time to time during the term of this Lease or extensions thereof, encumber by mortgage or other security instruments by way of assignment or otherwise Lessee's interest under this lease with the consent of the Lessor.

A. Any lender on the security of the leasehold estate shall have the right at any time during the term of the lease to:

(a) To do any act or thing required of the Lessee hereunder and all acts or things done and performed shall be as effective to prevent a forfeiture of the Lessee's rights hereunder, as if done by the Lessee.

(b) To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents and to transfer, convey or assign

the title of the Lessee to the leasehold estate created hereby to any purchaser at any such foreclosure sale and to acquire and secede to the interest of the Lessee hereunder by virtue of any such foreclosure sale.

B. Notwithstanding anything to the contrary provided for in this article or elsewhere in this lease, the rights of the Lessor, in the event of a default, may not be exercised until written notice of such default is given to any lender or any person or firm designated by such lender to accept such notices. It is agreed that such lender shall have the right to cure any such defaults within fifteen (15) days with respect to any default that can be cured by the payment of money or within thirty (30) days with respect to any other covenant or condition or term of this lease.

(a) The promissory note and other appropriate instruments evidencing such loan shall provide that the indebtedness shall be fully amortized over a period which shall terminate not later than five (5) years prior to the expiration of the primary term of the lease.

(b) The lender shall agree to give notice to the Lessor of any default by the Lessee under any such loan and loan agreement, and such default shall be a default in this lease.

(c) The appropriate loan documents shall provide that after receipt of notice of default from any lender, Lessor shall have the right, but shall not be obligated to, cure any such default at any time which by the terms of any such loan or pursuant to the provisions of any such law, the Lessee has

agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive insofar as the airport is concerned and the Lessor herein reserves the right to grant similar privileges to another operator or other operators on other parts of the airport.

31. NON-DISCRIMINATION CLAUSE: The Lessee in exercising any of the rights or privileges herein granted to it shall not on the ground of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the U.S. Secretary of Transportation. The Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this discrimination covenant.

32. SUBROGATION CLAUSE: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with the occupancy of the leased premises.

33. BENEFIT: This Lease and all of the covenants and provisions thereof shall inure to the benefit of and be

binding upon the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 16th day of November, 1990.

CITY OF WILLISTON
By [Signature]
President, City Council

Approved: [Signature]
Mayor, City of Williston

Attest:
[Signature]
City Clerk

Karin D. Brantnes
Witness
[Signature]
Witness

M. BILT ENTERPRISES, INC.,
a Florida corporation
By [Signature]
President

Date: January 5, 2021

COUNCIL AGENDA ITEM

TOPIC: Resolution 2021-02 A Resolution of the City Council of the City of Williston, Florida, authorizing the City of Williston, Florida, to enter into a lease agreement with Brian Hernandez, individually, leasing property located at the Williston Municipal Airport; authorizing the City Council to approve the lease agreement; and providing and effective date.

REQUESTED BY: BENTON STEGALL

PREPARED BY: LATRICIA WRIGHT

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY OF WILLISTON, FLORIDA, TO ENTER INTO A LEASE AGREEMENT WITH BRIAN HERNANDEZ, INDIVIDUALLY, LEASING PROPERTY LOCATED AT THE WILLISTON MUNICIPAL AIRPORT; AUTHORIZING THE CITY COUNCIL TO APPROVE THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brian Hernandez (hereinafter “Hernandez”) desires to lease from the City of Williston, Florida (hereinafter the “City”) vacant land at the Williston Municipal Airport (hereinafter the “Airport”) and the City is willing to lease the vacant land in accordance with the terms and conditions of the *Land Lease Agreement (Vacant Land)* (hereinafter the “Agreement”), a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, the terms and conditions of the Agreement are acceptable to the City Council.

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

Section 1. The above recitals are true and accurate and are hereby made a part of this resolution.

Section 2. The City is hereby authorized to lease to Hernandez the real property located at the Airport as described in accordance with the terms and conditions of the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed

FLK/aj
12/08/2020

necessary to be in the best interest of the City and its citizens. The City Council President is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the City Council President and Hernandez shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of January 2021.

CITY OF WILLISTON, FLORIDA

By: _____
Justin Head, President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

LAND LEASE AGREEMENT
(VACANT LAND)

LESSOR:
City of Williston, Florida
Post Office Drawer 160
Williston, Florida 32696

LESSEE:
Brian Hernandez
2610 NE 165th CT
Williston FL 32696

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

WHEREAS, it is in the best interest of the said City to promote and develop the said airport; and


WHEREAS, BRIAN HERNANDEZ, individually ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of aircraft maintenance.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located in Williston, Levy County, Florida, (the "Premises"), to-wit:

Hardstand #15 (.671 Acres). See attached Boundary Survey, incorporated herein.

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


Lessee Initials: 
Vacant Land Lease

Lessor Initials: _____

2. **TERM:** The initial term of this Lease shall be 2 years commencing on the 1st day of January 2021, and expiring at midnight on the 31st day of December 2022. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$2338.30. The rent shall be paid monthly, in advance, in the amount of \$194.86 per month, together with all applicable sales tax. The parties agree to reduce the rental amount due each month net of the amount of verified maintenance and repair services rendered to the Williston Municipal Airport on the following schedule:
 - 20 hours or more rendered, 100% reduction;
 - 19-11 hours, 50% reduction;
 - 10-1 hours, 25% reduction; and
 - 0 hours, 0% reduction.

The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, 2610 NE 165th CT, Williston FL, 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Storage of aircraft. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S.

Lessee Initials: 
 Vacant Land Lease

Lessor Initials: _____

Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of

Lessee Initials:
Vacant Land Lease

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Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

14. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.

15. **INSURANCE**:

- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
- (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
- (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
- (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

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

Lessee Initials: PH
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Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
18. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
19. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES**: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

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

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

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

Lessee Initials:
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24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE**: There are no options to extend this agreement.
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had

Lessee Initials: BA
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never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

30. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

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

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

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

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

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

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

Lessee Initials: BA
Vacant Land Lease

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35. **BENEFIT**: This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED**: This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to
37. **SECURITY DEPOSIT**: Lessor acknowledges receipt of \$620.00, as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT**: The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

[Remainder of this page intentionally left blank.]

Lessee Initials: BA
Vacant Land Lease

Lessor Initials: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

LESSOR: CITY OF WILLISTON, FLORIDA

Witness' Signature

(Type or print name)

Witness' Signature

(Type or print name)

By: _____
JUSTIN HEAD, City Council President

[SEAL]

ATTEST:

By: _____
LATRICIA WRIGHT, City Clerk

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of [check one box] _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by JUSTIN HEAD, City Council President of the City of Williston, Florida, and LATRICIA WRIGHT, City Clerk of the City of Williston, Florida, who are either _____ personally known to me or produced _____ as identification.

[SEAL]

Notary Public – Signature

Notary Name - Printed

Lessee Initials: *JA*
Vacant Land Lease

Lessor Initials: _____

LESSEE:

BY: [Signature]
Brian Hernandez, Individually

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of [check one box] physical presence or _____ online notarization, this 7 day of December, 2020 by BRIAN HERNANDEZ who is either personally known to me or produced _____ as identification.

[SEAL]

[Signature]
Notary Public -- Signature
Kathlyn Rekully
Notary Name - Printed



GUARANTY:

The undersigned, BRIAN HERNANDEZ, does hereby absolutely and unconditionally guarantee the obligations under this agreement, and waives all rights of notice, demand and presentment hereunder.

GUARANTOR:
BY: [Signature]
Brian Hernandez, Individually

Lessee Initials: BH
Vacant Land Lease

Lessor Initials: _____

Return to:
City of Williston, Florida
Attn: City Clerk
P.O. Drawer 160
Williston, Florida 32696

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 20____, by and between the City of Williston, Florida, (the "Lessor"), and BRIAN HERNANDEZ (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated the ____ day of _____, 20____, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

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

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

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:

Hardstand #15 (.671 Acres). See attached Boundary Survey, incorporated herein.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one two years, beginning on the 1st day of January 2021, and expiring at midnight on the 31st day of December 2022.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this ____ day of _____, 202__.

Signed, sealed and delivered in the presence of:

LESSOR: CITY OF WILLISTON, FLORIDA

Witness' Signature

(Type or print name)

Witness' Signature

(Type or print name)

By: _____
JUSTIN HEAD, City Council President

[SEAL]

ATTEST:

By: _____
LATRICIA WRIGHT, City Clerk

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of [check one box] ____ physical presence or ____ online notarization, this ____ day of _____, 20__ by JUSTIN HEAD, City Council President of the City of Williston, Florida, and LATRICIA WRIGHT, City Clerk of the City of Williston, Florida, who are either ____ personally known to me or produced _____ as identification.

[SEAL]

Notary Public - Signature

Kathlyn Rekully
Notary Name - Printed



LESSEE:

BY: _____
Brian Hernandez, Individually

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of [check one box] ____ physical presence or ____ online notarization, this ____ day of _____, 20__ by _____