



UMATILLA CITY COUNCIL MEETING

March 07, 2023 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
- February 21, 2023 Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Council addresses such items during this meeting. Public comments are generally limited to three minutes.

CONSENT AGENDA

2. Uniform Collection Agreement, Lake County Tax Collector's Office
3. First Amendment to Airport Ground Lease Agreement with the City of Umatilla and Right Rudder Ventures, LLC

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Final Reading Ordinance No. 2022-112, Coral Bay Annexation
5. Final Reading Ordinance No. 2022-113, Coral Bay Small-Scale Comp Plan Amendment
6. Final Reading Ordinance No. 2022-114, Coral Bay Rezoning
7. Final Reading Ordinance No. 2023-03, Umatilla Farmers' Market

NEW BUSINESS

- [8.](#) Airport Ground Lease Agreement between the City of Umatilla and X23 Hanger Holdings, LLC

REPORTS

9. City Manager Report:
 - The Applicant has withdrawn the application for Fletcher Road Small-Scale Comp Plan Amendment for Multi-Family High Density.

- [10.](#) Staff Reports

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.



UMATILLA CITY COUNCIL MEETING

February 21, 2023 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law Mayor Kent Adcock led the pledge, gave the invocation, and called the Regular City Council Meeting to order at 6:02 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Kent Adcock, Mayor

Chris Creech, Vice-Mayor

Katherine Adams, Council Member

John Nichols, Council Member

Brian Butler, Council Member

ALSO PRESENT

Scott Blankenship, City Manager

Kevin Stone, City Attorney

Jessica Burnham, City Clerk

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Adam Bolton, Chief of Police

Amy Stultz, Library Director

Sherie Lindh, Land Planner

Vaughan Nilson, Public Works Director

Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

Mayor Adcock inquired if there were any changes to the agenda to which City Manager Blankenship pointed out that there were students from SWAT (Students Working Against Tobacco) who would like to provided council with a presentation under public comment.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE AGENDA; SECOND BY VICE MAYOR CREECH; MOTION APPROVED BY UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
 - January 17, 2023 Land Planning Agency Minutes
 - January 17, 2023 Regular City Council Minutes

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE MINUTES; SECOND BY COUNCIL MEMBER NICHOLS; MOTION APPROVED BY UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Adcock opened public comment

Tiffany Sheckler, Mental Health Liaison Umatilla Middle School, introduced the High School students that were with her for the evening who provided the city council with a presentation on the reasons why The City of Umatilla should consider having an Ordinance that prohibits smoking in public parks.

Mayor Adcock closed public comment

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. First Reading Ordinance No. 2023-03, Umatilla Farmers' Market

Attorney Stone read Ordinance No. 2023-03 by title only

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, AMENDING ORDINANCE 2005-C TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF APPROXIMATELY 9.82 ± ACRES OF PROPERTY LOCATED NORTH OF BULLDOG WAY AND WEST OF SR 19, UMATILLA, FLORIDA; AMENDING THE APPROVED USES; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for this agenda item and asked council to consider things heard during the hearings.

Sherie Lynd, Land Planning Group, provided city council with an overview of the agenda item and stated the owner is seeking an amendment to the Commercial PUD to allow for a farmers' market consisting of a maximum of fifty commercial grade tents, stabilized parking area, use of porta potties, growing and harvesting of fruits and vegetables, U pick farm area, green houses, and hydroponics.

Samuel Gilbert, applicant, spoke to council about what they are proposing for the farmers' market and stated this will not be a flea market.

Mayor Adcock open public comment

Linus Ressler, 17539 Harvest Ridge Court, spoke to the council about his concerns regarding Bull Dog Lane and the access.

Carl Judecle, Olde Mill Stream, inquired about the parking for the farmers' market and the concern he has for the safety of the tents during storms.

Jeff Badcock, stated his concerns for the special events that the farmers’ market will hold and the possibility of the noise that it could proceed.

Kelly Taylor, spoke on his concerns with the noise that the farmers market will bring.

Mayor Adcock closed public comment

Discussion took place on council in regards to the bathrooms, the time frame of the lease agreement, signs, safety, and hours of operations.

MOTION BY COUNCILMEMBER BUTLER TO APPROVE THE FIRST READING OF FIRST READING ORDINANCE NO.2023-03, UMATILLA FARMERS' MARKET; SECONDED BY COUNCILMEMBER NICHOLS. MOTION PASSED BY ROLL CALL VOTE (3-2).

Council Member Butler	YES
Council Member Nichols	YES
Council Member Adams	NO
Vice Mayor Creech	YES
Mayor Adcock	NO

NEW BUSINESS

- 3. Request approval of City of Umatilla Easement to Duke Energy for New Construction of EV Stations

Aaron Mercer, Development and Public Services Director provided the council with an over view the and stated that Duke Energy is requesting the City dedicate a ten-foot-wide utility easement to accommodate the new overhead electric service and transformer that will serve the ne Electric Vehicle Station.

Discussion took place on charging time, and the location of the charging stations.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CITY OF UMATILLA EASEMENT TO DUKE ENERGY FOR NEW CONSTRUCTION OF EV STATIONS; SECONDED BY VICE MAYOR CREECH. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

- 4. Ratify approval of City of Umatilla Easement to Duke Energy for Umatilla-Eustis Sewer Project

Mr. Mercer spoke on the agenda item and mentioned this easement is to serve the new construction needed to complete the Umatilla-Eustis Sewer Project.

MOTION BY VICE MAYOR CREECH TO APPROVE THE RATIFYING THE CITY OF UMATILLA EASEMENT TO DUKE ENERGY FOR UMATILLA-EUSTIS SEWER PROJECT; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

REPORTS

Attorney Stone had no report

Council Member Butler had no report

Council Member Adams thanked Vaughan Nilson, Public Works Director and staff for pressure washing the museum and advised everyone that on April 6th the museum would be holding their annual BBQ event.

Council Member Nichols had no report

Vice Mayor Creech had no report

Mayor Adcock mentioned that he would be attending strong towns guidance and understanding long term investments for the City.

Adam Bolton, Chief of Police, spoke on the Police Department attending the Eustis parade.

Regina Frazier, Finance Director, spoke on the city-wide staff training day that took place on February 20th.

Aaron Mercer, Development and Public Services Director, received additional of two years of ready status

Amy Stultz, Library Director, mentioned the city-wide yard sale that would be happening on March 4th.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 7:05 p.m.

Kent Adcock, MAYOR

Jessica Burnham
City Clerk

DRAFT



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 1, 2023 **MEETING DATE: March 7, 2023**
SUBJECT: Uniform Collection Agreement, Lake County Tax Collector’s Office

BACKGROUND SUMMARY:

This agreement is to establish the terms and conditions under which the Tax Collector will collect and enforce the collection of the non-ad valorem stormwater utility assessment. The agreement provides for the compensation from the city to the Tax Collector for the cost of collection, and reimbursement for administrative costs.

The term of the agreement shall continue and extend uninterrupted from year to year with automatic renewal not to exceed one year unless and until the municipality informs the Tax Collector, Property Appraiser and Department of Revenue no later than January 10th that the city wishes to discontinue the assessment.

Compensation to the Tax Collector is for the actual cost of collection not to exceed 2% of the amount of the assessment collected. The city is also responsible for reimbursing the Tax Collector for any separate tax notices for the inability to merge the special assessment roll certified by the City. The City is responsible for any related advertising costs.

RECOMMENDATIONS:

Approve Uniform Collection Agreement, Lake County Tax Collector’s Office

FISCAL IMPACTS:

2% of the assessment collected (estimated at \$2,700)

ATTACHMENTS:

1. Uniform Collection Agreement, Lake County Tax Collector’s Office
-

UNIFORM COLLECTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of Umatilla, Florida, ("Municipality") whose address is 1 S. Central Avenue, Umatilla, FL 32784, and the Office of the Lake County Tax Collector, by and through the Honorable David W. Jordan, Lake County Tax Collector, whose address is Lake County Tax Collector's Office, 320 W. Main Street, Tavares, Florida 32778 ("Tax Collector").

SECTION I: Findings and Determinations.

The parties find and determine:

1. The Municipality, pursuant to the provisions of Chapter 197, Florida Statutes, is authorized to impose and levy, and by appropriate resolution (Resolution 2022-30) has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments for the provision of stormwater services ("Assessments") within the Municipality, as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

2. The term "Assessment" means those certain levies by the Municipality, which purport to constitute non-ad valorem special assessments for the provision of stormwater services. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the Municipality and if it is apportioned to the property fairly and reasonably.

3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.

4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.

5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the Municipality and its citizens and taxpayers.

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.

7. The Tax Collector, as the state constitutional officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and

related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the Assessment.

8. The sole and exclusive responsibility to determine, impose and levy the Assessment and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment is that of the Municipality and no other person, entity or officer.

SECTION II: General.

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, 197.3632 and 197.3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the Municipality of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the City of Umatilla, Florida, a Municipality of the Lake County political subdivision of the State of Florida.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the Municipality to levy non-ad valorem assessments including such non-ad valorem special assessments as the Assessment for paying principal and interest on any and all its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the Municipality and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

SECTION III: Purpose.

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of certain non-ad valorem special assessments, the Assessments, levied by the Municipality to include compensation by the Municipality to the Tax Collector for the cost of collection pursuant to Section 197.3632(8)(c), Florida Statutes and payment by the Municipality of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the Municipality or its designee, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by the Municipality for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

SECTION IV: Term.

The term of this Agreement shall commence upon execution, effective for the 2023 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the Municipality shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if the Municipality intends to discontinue to use the uniform methodology for such Assessment pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue. Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other parties.

SECTION V: Duties and Responsibilities of the Municipality.

The Municipality agrees, covenants and contracts to:

1. Provide the Tax Collector with a certified copy of the Resolution expressing the intent to utilize the uniform method, a copy of the newspaper advertisement, and a certification of proof of publication.

2. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the "Assessment" collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.

3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the Municipality pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

4. The Municipality shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

5. By September 15 of each calendar year, the Municipality shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment ("Assessment") roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The Municipality or its agent on behalf of the Municipality shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

6. The Municipality agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to all the provisions of Sections

197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.

7. The Municipality acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the Municipality's Assessments and that it is the sole responsibility and duty of the Municipality to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessments.

SECTION VI: Duties of the Tax Collector.

1. The Tax Collector shall merge timely the legally certified Assessment roll of the Municipality with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Municipality, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. The Tax Collector shall collect the Assessments of the Municipality as certified by the Mayor of the Municipality, or his or her designee, to the Tax Collector no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.

3. The Tax Collector agrees to cooperate with the Municipality in implementation of the uniform methodology for collecting Assessments pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of the Municipality that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the Municipality to file a corrected roll or a correction of the amount of any assessment and the Municipality shall bear the cost of any such error or omission.

5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations and rules, and any successor provision to said laws, regulations or rules,

the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment or shall direct the Municipality to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the Municipality and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, the Municipality shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

SECTION VII: Miscellaneous Provisions.

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.

3. This Agreement shall be governed by the laws of the State of Florida.

4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).

5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

As to the Tax Collector:

David W. Jordan
Lake County Tax Collector
320 West Main Street
P.O. Box 327
Tavares, Florida 32778

As to the Municipality:

City of Umatilla
1 S. Central Avenue
Umatilla, FL 32784

IN WITNESS WHEREOF, the parties hereunto have made and executed this Agreement on the respective dates under each signature: CITY OF UMATILLA, FLORIDA through its CITY COUNCIL, signing by and through its Mayor on ____ of _____, 2023, and David W. Jordan, Lake County Tax Collector, duly authorized to execute same.

ATTEST: DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

Christina Hasley

By: _____
David W. Jordan

Date: _____

ATTEST: CITY OF UMATILLA, through its
CITY COUNCIL

City Clerk

By: _____
Kent Adcock, Mayor

Date: _____



CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: February 24, 2023

MEETING DATE: March 7, 2023

SUBJECT: First Amendment to Airport Ground Lease Agreement with the City of Umatilla and Right Rudder Ventures, LLC

BACKGROUND SUMMARY:

This is for a first amendment to a ground lease agreement with Right Rudder Ventures, LLC which was approved at the August 16, 2022 City Council Meeting. The original airport ground lease agreement was for an area of 19,800 square feet at the rate of \$0.22 per square foot. The tenant desires to add an additional 1,100 square feet to the area.

The initial rental rate for the Lease was \$0.22 per square foot, subject to an annual CPI adjustment based on the increase in the CPI-U All Urban Consumers Index in the previous calendar year. The CPI adjustment for the year ending December 2022 is 6.5%. Beginning July 1, 2023, the rental rate shall be \$0.2343. The same rate, as adjusted from time to time, shall be applied to the additional 1,100 square feet. Accordingly, for the annual rent payment due on or before July 1, 2023, Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises totaling 20,900 square feet in the amount of Four Thousand Five Hundred Ninety-Eight Dollars and No/100 (\$4,896.87). For avoidance of doubt, no proration will be made to charge rent for the additional 1,100 square feet for the periods prior to July 1, 2023.

RECOMMENDATIONS:

Staff recommends approval

FISCAL IMPACTS:

Increased revenue to airport fund.

ATTACHMENTS:

1. Original Airport Ground Lease Agreement between The City of Umatilla and Right Rudder Ventures, LLC
 2. First Amendment to Airport Ground Lease Agreement with the City of Umatilla and Right Rudder Ventures, LLC
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ATTACHMENT #1

AIRPORT GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF UMATILLA, FLORIDA

AND

RIGHT RUDDER VENTURES, LLC

THIS AIRPORT GROUND LEASE AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF UMATILLA, FLORIDA, a municipal corporation, which shall be called the “Lessor” in this Agreement, and RIGHT RUDDER, LLC, a Florida limited liability company, the “Tenant” in this Agreement and whose mailing address is PO Box 1943, Mount Dora, FL. 32756, for a hangar site at the City of Umatilla Municipal Airport (“Airport”).

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I. GROUND LEASE

- A. **Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.
- B. **Purpose of Agreement.** Subject to the terms of this Agreement, Tenant will, at Tenant’s sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2000 square feet in size, together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft, including improvements desired by Tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant may make such further ancillary improvements beyond the foregoing within Tenant’s hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor’s prior written consent (in Lessor’s sole discretion). Lessor’s approval and permitting of Tenant’s hangar is a condition precedent to the effectiveness of this Agreement. If Lessor does not approve Tenant’s hangar, or Tenant is otherwise unable to build Tenant’s hangar due to a refusal or failure to act by Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be

subject to the approval of the Lessor. The hangar shall be designed and constructed with a material and color to match (galvalume) and complement other hangars on the Airport property. Hangar construction shall be completed within 180 days of its commencement.

- C. **Title to Improvements.** During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- D. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.
- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

II. RENT AND PAYMENT

- A. **Amount Due.** Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Four Thousand Three Hundred Fifty-Six Dollars and No/100 (\$4,356.00) commencing on the Commencement Date. Lessor and Tenant agree that Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the preceding calendar year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
- B. **When Due.** Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this Agreement.
- C. **Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor

pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Umatilla
 Attn: Airport Manager
 P.O. Box 2286
 Umatilla, FL 32784

- D. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- E. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

III. TERM

- A.** The term of this Agreement shall be for a period of Thirty (30) years commencing on July 1, 2022 (the "Commencement Date") and ending on July 31, 2051 ("Expiration Date") (such period being the "Initial Term").
- B. Renewal.** If this Agreement has not been terminated as provided herein, effective prior to or at the end of the Initial Term, Tenant may renew this Agreement for two (2) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term or the first renewal term.
- C. Renewal in accordance with right of first refusal.** Within ninety (90) days of the final renewal period established in this Agreement, Tenant shall give Lessor written notice if Tenant desires to renew this Agreement. If Tenant desires such renewal, and if Lessor is offering or intends to offer the Premises for lease as an airplane hangar, Lessor and Tenant shall negotiate terms of the extension in good faith.

IV. USE OF PREMISES

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Umatilla Airport rules and regulations, City of Umatilla ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.
- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.
- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.
- E. Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with

Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.

- F. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. **Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Umatilla's code of ordinances, land development regulations, and permit requirements).
- H. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.
- I. **Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this

requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.

J. **Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.

K. **Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, the City of Umatilla, or Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by Lessor and generally applicable to hangar occupants, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

V. **LESSOR'S AUTHORITY**

A. **Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.

- B. Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives (“Lessor’s Associates”) reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor’s Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor’s Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor’s Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant’s employees any matters pertinent to Tenant’s use, occupancy, or operations at the Premises and the Airport.
- C. Lessor’s Right to Work Within, Alter, or Recover Premises.** Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor’s best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:
- i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:
 - ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.
 - iii. Nothing under this Section shall be construed to waive Lessor’s right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant’s use, occupancy, or operations at any portion of the Premises or at the Airport.

VI. LIABILITY AND INSURANCE

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver of Liability and Assumption of Risk. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. **Aviation Liability with Additional Coverage.** Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. **Property.** All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. **Automobile.** If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. **Pollution.** Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. **Aircraft.** Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. **Business Interruption.** Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

VII. HAZARDOUS MATERIALS

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations upon Termination. Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and

circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

VIII. ASSIGNMENT AND SUBLEASING

A. Assignment by Tenant; Lessor's Option to Repurchase.

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal, of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or provides written notice that it has waived its right to do so, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.
- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

C. Sublease. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the

sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

IX. DAMAGE, DESTRUCTION, AND CONDEMNATION

- A. Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. Tenant shall not receive any abatement of Tenant's rent obligations.
- B. Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

X. DEFAULT

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. Remedies. Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

C. Default by Lessor. Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

XI. EXPIRATION OR TERMINATION OF AGREEMENT

A. Disposition of Tenant's Improvements.

i. **Disposition If Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such

option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

XII. MISCELLANEOUS PROVISIONS

A. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

With required, simultaneous copy to:

Kevin Stone, City Attorney
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757

If to Tenant:

Right Rudder Ventures, LLC
Attn: Todd M. Faden
PO Box 1943
Mount Dora, FL. 32756

With required, simultaneous copy to:

Zachary Broome, Esq.
Bowen & Schroth, P.A.
600 Jennings Ave
Eustis, FL 32726

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

B. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

- C. Nondiscrimination.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Tenant further agrees that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).
- D. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.
- E. Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.
- F. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's

fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.

- G. Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- H. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- I. Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- J. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- K. Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

[Signature Page Follows]

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT

RIGHT RUDDER VENTURES, LLC

[Signature]
Signature of First Witness

[Signature]
By: Todd Faden, Manager

Scott Blankenship
Print or Type Name of First Witness

[Signature]
Signature of Second Witness

Dylan L Stoner
Print or Type Name of Second Witness

State of Florida
County of Lake

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this 19 day of August, 2022, by TODD FADEN, the Manager of RIGHT RUDDER VENTURES, LLC, on behalf of the company, who is/are personally known to me or has provided FL DLF35D8137D346D as identification.



[Signature]
Notary Public
My Commission Expires: July 23, 2025

CITY OF UMATILLA, FLORIDA

[Signature]
Signature of First Witness
Regina Frazier
Print or Type Name of First Witness

[Signature]
By: Scott Blankenship, City Manager

[Signature]
Signature of Second Witness
Misti Lambert
Print or Type Name of Second Witness



The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this 16th day of August, 2022, by Scott Blankenship, the City Manager of the City of Umatilla, Florida, on behalf of the City, who is/are personally known to me or has provided _____ as identification.

[Signature]
Notary Public
My Commission Expires:

**FIRST AMENDMENT TO
AIRPORT GROUND LEASE AGREEMENT
BETWEEN
THE CITY OF UMATILLA, FLORIDA
AND
RIGHT RUDDER VENTURES, LLC**

THIS FIRST AMENDMENT TO AIRPORT GROUND LEASE AGREEMENT (“Amendment”) is made and entered into effective as of March 1, 2023 (the “Effective Date”) by and between the **CITY OF UMATILLA, FLORIDA**, a municipal corporation, which shall be called the “Lessor” in this Amendment, and **RIGHT RUDDER, LLC**, a Florida limited liability company, the “Tenant” in this amendment;

WHEREAS, the Lessor and Tenant entered into an Airport Ground Lease Agreement (the “Lease”) on or about August, 2022 for an area of 19,800 square feet at the rate of \$0.22 per square foot; and

WHEREAS, the Lessor and Tenant desire to add an additional 1,100 square feet to the area to be leased by Tenant, at the same rent rate and on the same terms as the originally leased land;

NOW THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- A. Agreement to Lease Premises.** From the Effective Date, Exhibit “A” to this Amendment shall replace Exhibit “A” to the Lease to depict and identify the Premises, and all terms of the Lease shall apply with respect to the redefined Premises.
- B. Rent Adjustment.** The initial rental rate for the Lease was \$0.22 / square foot, subject to an annual CPI adjustment based on the increase in the CPI-U All Urban Consumers Index in the previous calendar year. The CPI adjustment for the year ending December 2022 is 6.5%. Beginning July 1, 2023, the rental rate shall be \$0.2343. The same rate, as adjusted from time to time, shall be applied to the additional 1,100 square feet. Accordingly, for the annual rent payment due on or before July 1st or 2023, Tenant covenants to pay annual rent to Lessor for Tenant’s lease of the Premises totaling 20,900 square feet in the amount of Four Thousand Five Hundred Ninety-Eight Dollars and No/100 (\$4,896.87). For avoidance of doubt, no proration will be made to charge rent for the additional 1,100 square feet for the periods prior to July 1, 2023.
- C. Matters Unaffected.** The Lessor, by and through its City Council, and Tenant, by and through its Manager, have exercised their duly authorized power to enter into this Amendment. In all other respects, the Lease shall remain in full force and effect and is amended by this

Amendment solely for the purposes of describing an additional 1,100 square feet to be part of the leased Premises. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Amendment unless such right or obligation is specifically addressed herein

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

TENANT

RIGHT RUDDER VENTURES, LLC

Signature of First Witness

By: Todd Faden, Manager

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida
County of _____

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this _____ day of _____, 2023, by TODD FADEN, the Manager of RIGHT RUDDER VENTURES, LLC, on behalf of the company, who is/are personally known to me or has provided _____ as identification.

Notary Public
My Commission Expires:

CITY OF UMATILLA, FLORIDA

Signature of First Witness

By: Scott Blankenship, City Manager

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this _____ day of _____, 2023, by Scott Blankenship, the City Manager of the City of Umatilla, Florida, on behalf of the City, who is/are personally known to me or has provided _____ as identification.

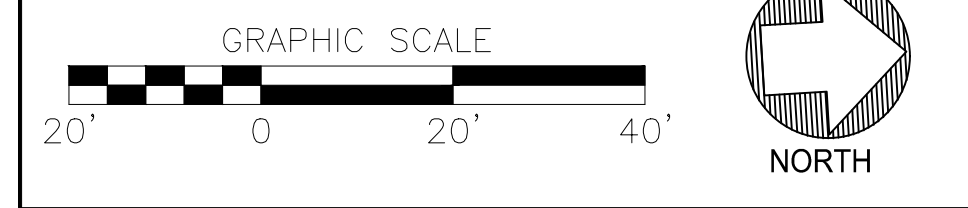
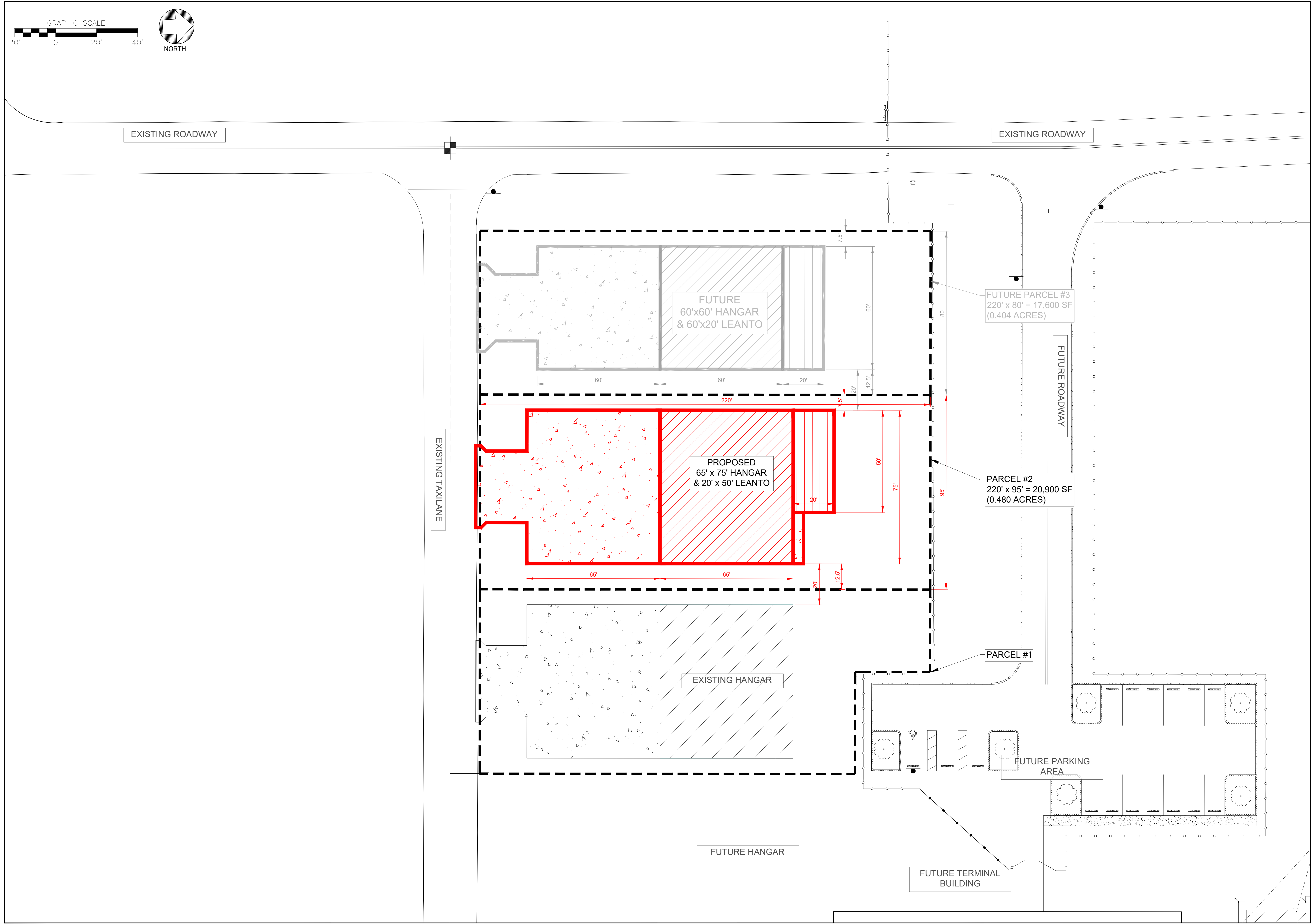
Notary Public
My Commission Expires:



LEASE EXHIBIT - FADEN LEASE SPACE (220' x 95')
GENERAL AVIATION EXHIBIT
UMATILLA MUNICIPAL AIRPORT (X23), CITY OF UMATILLA, FLORIDA

gai consultants
EB 9951
618 SOUTH ST., SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

SHEET
EXHIBIT



Z:\infra\2017\A170433.00 - Umatilla Municipal Airport\CAD\Exhibit_Archive\X23 Hangar Exhibit_Faden.dwg Feb 07, 2023 - 10:49am



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: February 28, 2023

MEETING DATE: March 7, 2023

SUBJECT: Final Reading of Ordinance No. 2022-112, Coral Bay Annexation, Ordinance No. 2022-113, Coral Bay Small-Scale Comp Plan Amendment, Ordinance No. 2022-114, Coral Bay Rezoning

BACKGROUND SUMMARY: The owner is seeking annexation, small scale comp plan amendment and rezoning for a 16-lot single family subdivision with a proposed minimum lot size of 8,700 SF and a proposed density of 2.4 units/acre. The average lot size is slightly under a ¼ acre at 10,868 SF and the minimum lot width is 65’. The applicant has submitted a conceptual plan.

Annexation: The subject property is located adjacent to the city limits along the southern property boundary; therefore, the property is eligible for annexation.

Rezoning: The applicant is requesting that the site be rezoned from Lake County Agriculture to City Single Family Medium Density Residential (R-5).

Conceptual Plan: The proposed plan indicates a 16-lot subdivision (proposed density is 2.4 units/acre) with a minimum lot size of 8,700 SF, an average lot size of 10,868 SF, (which is 22 sqft less than a ¼ acre lot) and a minimum lot width of 65’ which meets the minimum criteria of the R-5 District. A 15’ perimeter landscape buffer is proposed. A 6’ decorative white vinyl fence is proposed within the landscape buffers adjacent to the north (Peru Road), southeast (adjacent to cemetery) and western property boundary (adjacent to Maxwell Road). The proposed 15’ buffers meet the requirements of Chapter 15.

The applicant is advised that proposed homes will need to meet the requirements of Chapter 6, Section 4 (Residential Design Standards).

The conceptual plan denotes a proposed minimum living area of 1,200 SF which exceeds the R- 5 zoning district minimum required living area of 1,000 SF.

The plan identifies 1.82 acres of open space (25.8%) which does not include the WRAs.

A tot lot/playground is proposed within the southern open space area.

The applicant has indicated that the proposed street and associated stormwater collection and treatment system will be privately maintained by the homeowner’s association.

Comprehensive Plan Amendment: The applicant is requesting a map amendment from Lake County Urban Low Density (4 units/acre) to Single Family Residential Medium Density (5 units/acre) on 7.05 + acres. The existing Lake County Urban Low Density land use designation was established with the intention of annexation into the City.

The land use pattern within the city limits is characteristic of a mix of uses within urban core areas and include multi-family, single family medium density, commercial, institutional and utilities. For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 28 single family residential units and under the proposed land use the maximum development is 35 single family residential units. The amendment increases the residential units by 7.

STAFF RECOMMENDATIONS:

Approval

Annexation: The subject property is located adjacent to the city limits along the southern property boundary; therefore, the property is eligible for annexation.

Small Scale Comprehensive Plan Map Amendment: The proposed map amendment will not degrade the Level of Service (LOS) of public facilities and is consistent with the policies (among others) as outlined below:

FLU Policy 1-1.10.1 – Land Use Allocation

FLU Policy 1-1.10.2 – Promote Orderly Compact Growth

FLU Policy 1-2.1.1 – Land Use Designations

Rezoning: The subject site is in close proximity to employment and retail centers that would support the proposed R-5 zoning. The proposed rezoning is compatible with adjacent properties, is within walking distance to commercial shopping, and is in close proximity to a major roadway (SR 19). Transit (Lake Xpress) bus service is available along SR 19, approximately $\frac{3}{4}$ mile from the subject site.

Conceptual Plan: The conceptual plan meets the minimum technical requirements.

FISCAL IMPACTS:

No Fiscal Impact

ATTACHMENTS:

1. Staff Reports for Ordinances No. 2022-112, Coral Bay Annexation, 2022-113, Coral Bay Small-Scale Comp Plan Amendment, and 2022-114, Turtle Cove Rezoning
2. Notice of Public Hearings
3. Ordinance No. 2022-112, Coral Bay Annexation

4. Ordinance No. 2022-113, Coral Bay Small-Scale Comp Plan Amendment
5. Ordinance No. 2022-114, Coral Bay Rezoning

**CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

ANNEXATION, SSCPA AND REZONING

Owner/Applicant: Coral Bay Development, LLC – Brent Howells

Engineer: Civil Engineering Solutions, Inc. – David Clutts, P.E.

General Location: West of Maxwell Road and south of Peru Road

Number of Acres: 7.05 ± acres

Existing Zoning: County Agriculture

Existing Land Use: Lake County Urban Low Density (4 units/acre)

Proposed Zoning: Single Family Medium Density Residential (R-5).

Proposed Land Use: Single Family Medium Density (5 units/acre)

Date: November 28, 2022

Description of Project

The owner is seeking annexation, small scale comp plan amendment and rezoning for a 16-lot single family subdivision with a proposed minimum lot size of 8,700 SF and a proposed density of 2.4 units/acre. The average lot size is 10,868 SF and the minimum lot width is 65’. The applicant has submitted a conceptual plan.

	Surrounding Zoning	Surrounding Land Use
North	County A	Lake County Urban Low Density (4 units/acre)
South	PFD	Institutional (Glendale Cemetery)
East	County A*	Urban Low Density (4 units/acre) *
West	County A	Urban Low Density (4 units/acre)

*An application has been submitted to the City to annex the adjacent property to the east with an amendment to SFMD and a rezoning to PUD

Assessment

Annexation

The subject property is located adjacent to the city limits along the southern property boundary; therefore, the property is eligible for annexation.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting a map amendment from Lake County Urban Low Density (4 units/acre) to Single Family Residential Medium Density (5 units/acre) on 7.05 ± acres. The existing Lake County Urban Low Density land use designation was established with the intention of annexation into the City.

The land use pattern within the city limits is characteristic of a mix of uses within urban core areas and include multi-family, single family medium density, commercial, institutional and utilities.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 28 single family residential units and under the proposed land use the maximum development is 35 single family residential units. The amendment increases the residential units by 7.

School Impact Analysis – The amendment will increase school age children by 1 student. The proposed amendment will not cause a deficiency in school facilities.

Existing County Land Use Residential Units: 28 SF units

Proposed Development Residential Units: 35 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

**TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

Lake County Student Generation Rates	
Single Family	
Type	Student Multipliers per Dwelling Unit
High School	0.114
Middle School	0.079
Elementary School	0.157
Total	0.350

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	28	0.157	4	0	0.143	0	4
MIDDLE	28	0.079	2	0	0.063	0	4
HIGH	28	0.114	3	0	0.077	0	3
GRAND TOTAL							11

The anticipated number of students generated by the proposed land use is shown in Table 2.

**TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	35	0.157	5	0	0.143	0	5
MIDDLE	35	0.079	3	0	0.063	0	3
HIGH	35	0.114	4	0	0.077	0	4
GRAND TOTAL							12

Traffic Impact Analysis –

The proposed amendment would increase the daily trips as outlined below based on maximum development potential; however, the increase is considered de minimis (7 additional PM peak hour trips). Maxwell Road is classified as a local roadway (under the jurisdiction of Lake County) with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	35 units	210	330	33	21	12
TOTAL GROSS TRIPS (PROPOSED)			330	33	21	12

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	28 units	210	264	26	16	10
TOTAL GROSS TRIPS (EXISTING)			264	26	16	10

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	7	5	2

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .199 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.187 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.097 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.089 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 80 (35 units x 2.29 pph) and the estimated solid waste is 400 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

An environmental assessment was conducted by Stillwater Environmental, Inc. Results of the survey indicated that there are no wetlands onsite, evidence of gopher tortoises and the potential for other protected species which utilize their burrows. A sand skink survey was conducted and results of the survey indicate that sand skinks do not occupy the site. Prior to development, regulatory permits will need to be secured to relocate the gopher tortoises.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture to City Single Family Medium Density Residential (R-5).

Conceptual Plan

The proposed plan indicates a 16-lot subdivision (proposed density is 2.4 units/acre) with a minimum lot size of 8,700 SF, an average lot size of 10,868 SF, and a minimum lot width of 70' which exceeds the minimum criteria of the R-5 District. A 15' perimeter landscape buffer is proposed. A 6' decorative white vinyl fence is proposed within the landscape buffers adjacent to the north (Peru Road), southeast (adjacent to cemetery) and western property boundary (adjacent to Maxwell Road). The proposed 15' buffers meet the requirements of Chapter 15.

The applicant is advised that proposed homes will need to meet the requirements of Chapter 6, Section 4 (Residential Design Standards).

The conceptual plan denotes a proposed minimum living area of 1,200 SF which exceeds the R-5 zoning district minimum required living area of 1,000 SF.

The plan identifies 1.82 acres of open space (25.8%) which does not include the WRAs.

A tot lot/playground is proposed within the southern open space area.

Recommendation

Annexation

The subject property is located adjacent to the city limits along the southern property boundary; therefore, the property is eligible for annexation.

Small Scale Comprehensive Plan Map Amendment

The proposed map amendment will not degrade the Level of Service (LOS) of public facilities and is consistent with the policies (among others) as outlined below:

FLU Policy 1-1.10.1 – Land Use Allocation

FLU Policy 1-1.10.2 – Promote Orderly Compact Growth

FLU Policy 1-2.1.1 – Land Use Designations

Rezoning

The subject site is in close proximity to employment and retail centers that would support the proposed R-5 zoning. The proposed rezoning is compatible with adjacent properties, is within walking distance to commercial shopping, and is in close proximity to a major roadway (SR 19). Transit (Lake Xpress) bus service is available along SR 19, approximately ¾ mile from the subject site.

Conceptual Plan

The conceptual plan meets the minimum technical requirements.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.199*
		Urban Low Density (4 units/acre) 28 units	SFRMD (5 units/acre)	35 units		0.012
**2022-	7.02	28 units		35 units		0.187

* Includes Church of God Amendment

** SSCPA Ordinance No

Projected population – 80 (35 x 2.29 pph)

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gdpdc

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.097*
		Urban Low Density (4 units/acre)	SFRMD (5 units/acre)	35 units	.008	.008
**2022	7.02	28 units	35 units			0.089

* Includes Church of God Amendment

** SSCPA Ordinance No

Projected population – 80 (35 x 2.29 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gdpdc

ATTACHMENT 2

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 7.02 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-113

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.02 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO SINGLE FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-114

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.02 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF SINGLE FAMILY MEDIUM RESIDENTIAL DISTRICT (R-5) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinances will be considered at the following public meetings:

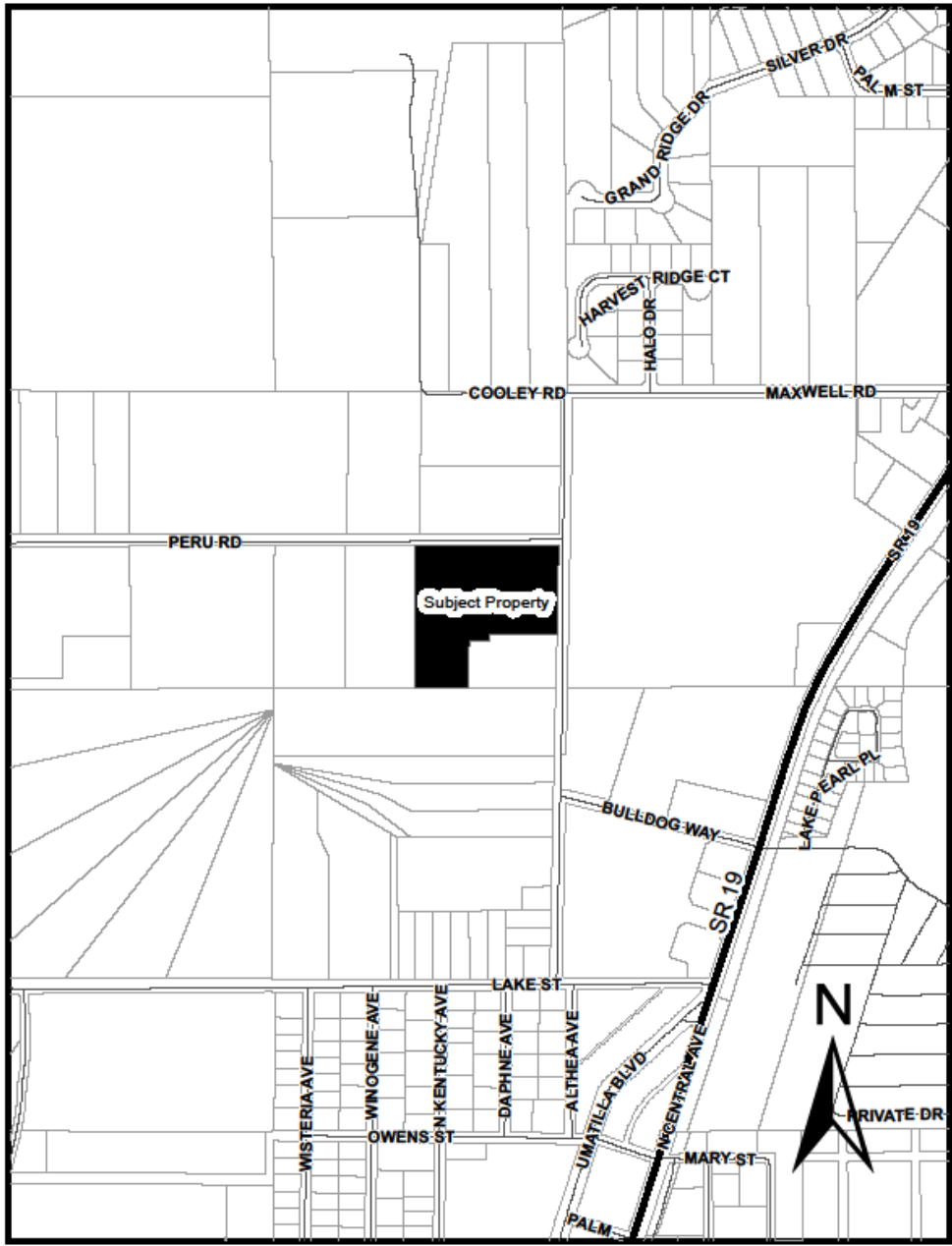
Local Planning Agency Meeting on December 6, 2022 at 6:00 p.m.

Umatilla City Council Meeting on December 6, 2022 Immediately following the Local Planning Agency Meeting

Umatilla City Council Meeting on March 7, 2023 at 6:00 p.m.

All meetings will be held at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



ORDINANCE 2022-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 7.02 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 7.02 acres of land generally located south of Peru Road and west of Maxwell Road (the “Property”) by Coral Bay Development & Investment, LLC as Owner;

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and may be annexed by the City of Umatilla.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1. The following described property consisting of approximately 7.02 acres of land generally located south of Peru Road and west of Maxwell Road, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit “A”

Alternate Key # 1122457

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the property annexed in the City Comprehensive Plan.

Section 5. The City Council is exercising discretion to accept the Owner's application for annexation of the property described in this Ordinance, and does so in reliance on the agreement of the Owner to develop the property in accordance with the Conceptual Site Plan, including all standards and features depicted thereon, attached hereto as Exhibit "C" and, further, in reliance on the Owner's agreement that (1) the City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvement, (2) the Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements, (3) all construction shall be in accordance with the residential design standards presently set forth in Section 4, Chapter 6, of the Land Development Regulations, regardless of whether or not they would otherwise apply to development within the Property, and (4) that each single family dwelling unit constructed within the Property shall have a minimum living area of one thousand five hundred (1,500) square feet, which shall not include carports and/or garages; provided, however, that in all circumstances development shall be undertaken in accordance with the City Comprehensive Plan and land development regulations. The Owner hereby agrees to the conditions set forth herein, which shall run with the land and be binding upon the Owner's successors and assigns.

Section 6. The property is located within the City's Chapter 180, Florida Statutes, Utility District. The Owner hereby agrees that the City shall be the sole provider of water and wastewater services to the property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, 'available' shall mean when the City's potable water system comes within 300' of the private water system or any of the central lines of such private system and when the City's wastewater system comes within 1,000' of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The Owner further agrees that when the City provides notice that such utilities are available; the Owner shall connect to the applicable system within 12 months of the date of the City's written notice.

Section 7: Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 8. This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGIN 239.5 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN WEST 329.6 FEET, SOUTH 27.5 FEET, WEST 89 FEET, SOUTH 212 FEET, WEST 241.4 FEET, NORTH 660 FEET, EAST 660 FEET, SOUTH 420.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT 'B'



Exhibit "C"

LOT REQUIREMENTS

MINIMUM LENGTH (REQ) - VARIES
 MINIMUM WIDTH (REQ) = 65'
 MINIMUM SIZE = 8,719-SF
 FRONT SETBACK = 25'
 REAR SETBACK = 15'
 SIDE SETBACK = 5'

CONCEPT PLAN

TABLE OF TRACTS		
TRACT NO.	DESCRIPTION	AREA (AC)
1	LANDSCAPING / OPEN SPACE	1.821
2	DRA-1	0.170
3	DRA-2	0.180

TABLE OF AREAS	
TYPE	AREA (AC)
ROAD	0.552
LOTS	3.992
OPEN SPACE*	1.821

* EXCLUDES WRA'S

TYPICAL ROADWAY SECTION (ONSITE)

TYPE A LANDSCAPE BUFFERS (PLAN VIEW)

TYPE A LANDSCAPE BUFFERS (CROSS SECTION)

PROPOSED PLAYGROUND EQUIPMENT

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

FILE NUMBER: 2018

ISSUE DATE: 06/20/20

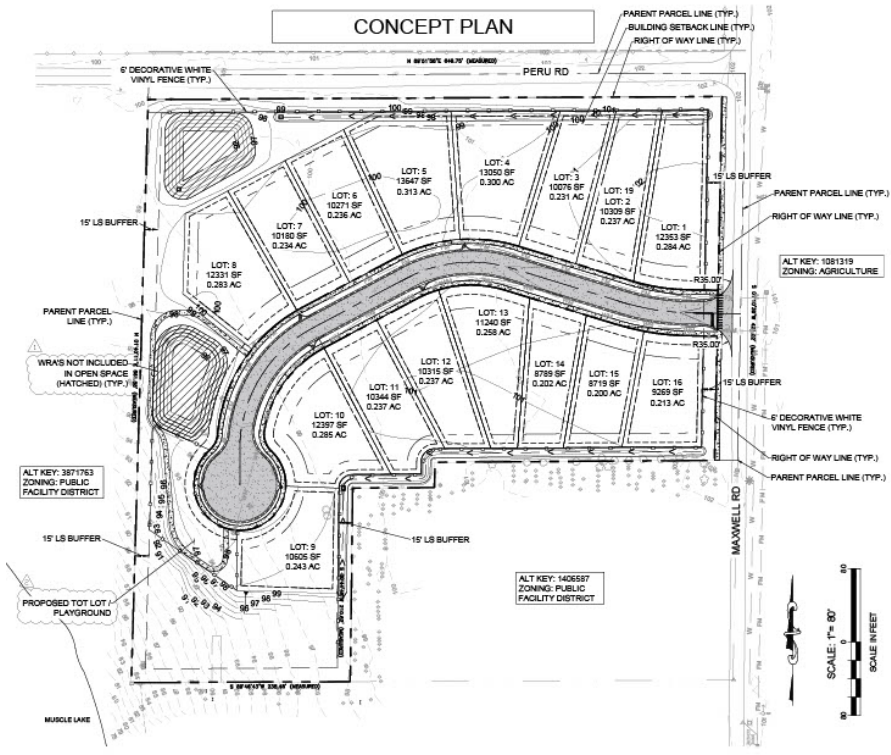
SHEET SIZE: 11 x 17

Site Plan Information

SHEET NUMBER CP2.0

PROJECT: TURTLE COVE CONCEPT PLAN

LOCATION: WADSWORTH, FLORIDA



LEGAL DESCRIPTION:

BEING 236.5 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 30 EAST, AISE COUNTY, FLORIDA AND RUN WEST 328.8 FEET, SOUTH 27.3 FEET, WEST 89 FEET, SOUTH 23.2 FEET, WEST 24.6 FEET, NORTH 680 FEET, EAST 60 FEET, SOUTH 453 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. SITE INFORMATION
 - 1.1. ALTERNATE WEST TO EAST
 - 1.2. SITE AREA: 16.4 AC (UNIMPROVED) (HATCHED)
 - 1.3. PROJECT AREA: 7.8 AC
 - 1.4. OPEN SPACE
 - 1.4.1. MINIMUM OPEN SPACE REQUIRED: 28% (7.8 AC)
 - 1.4.2. PROPOSED OPEN SPACE (28%): 18.0 AC (PROPOSED) (HATCHED) (INCLUDED)
2. ZONING REQUIREMENTS: A-5
 - 2.1. MINIMUM LOT AREA BASED ON 1.0 DENSITY PER ACRE DENSITY: 8700 SF (20 AC)
 - 2.2. MIN. MINIMUM LOT AREA: 10800 SF
 - 2.3. PROPOSED MINIMUM LOT AREA: 7000 SF
 - 2.4. MINIMUM LOT WIDTH: 80'
 - 2.5. MAXIMUM BUILDING HEIGHT: 18 FT
 - 2.6. MINIMUM LOT COVERAGE: 10%
 - 2.7. MAXIMUM SETBACKS:
 - FRONT: 0'
 - REAR: 0'
 - SIDE: 0'
 - 2.8. LANDSCAPE BUFFERING:
 - FRONT: 10' (TYP.)
 - REAR: 10' (TYP.)
 - SIDE: 10' (TYP.)
3. PROPOSED NET TRAFFIC & LAND USE (10)
 - 3.1. PROPOSED RESIDENTIAL UNITS @ 1.0 DENSITY PER ACRE: 164 UNITS
 - 3.2. PROPOSED TRAFFIC:
 - 100 TRIPS PER HOUR - PEAK HOUR TRAFFIC
 - 100 TRIPS PER HOUR - PEAK HOUR TRAFFIC
 - 100 TRIPS PER HOUR - PEAK HOUR TRAFFIC
4. UTILITY PROVIDERS
 - 4.1. POTABLE WATER: CITY OF UNIMATLA
 - 4.2. WASTE WATER: CITY OF UNIMATLA
 - 4.3. WASTE WATER: CITY OF UNIMATLA
 - 4.4. RECLAIMED WATER: NOT PROVIDED
 - 4.5. POWER: BEECH BERRY
 - 4.6. GAS: NOT PROVIDED
 - 4.7. SOLID WASTE: WASTE MANAGEMENT
5. PER FROM RATE MAP: 10/20/2018 (DATED: 12/10/2012)
 - THIS SITE DOES NOT LAY WITHIN THE FLOOD ZONE
6. STREET LIGHTING SHALL BE PROVIDED
7. DESIGN SPEED: 35 MPH
8. SIGNAGE SHALL BE CONSTRUCTED ALONG WITH ROAD CONSTRUCTION. SIGNAGE INDICATING ANY COMMON AREAS OR DANGEROUS AREAS SHALL BE CONSTRUCTED AT THE END OF ROADWAY CONSTRUCTION.
9. UTILITY TOLERANCE ZONES:
 - PROVIDED BY: AMERICAN SURVEYING SERVICES COMPANY, LLC
 - DATED: OCTOBER 28, 2021

TABLE OF SHEETS

CP1.0 CONCEPTUAL SITE PLAN

CP2.0 SITE PLAN INFORMATION

AMERICAN SURVEYING SERVICES COMPANY, LLC

10000 W. UNIVERSITY BLVD., SUITE 1000, TAMPA, FL 33613

TEL: 813.288.1111 FAX: 813.288.1112

WWW.ASSCOMPANY.COM

TURTLE COVE

UNIMATLA, FL, ORDA

CONCEPTUAL SITE PLAN

SHEET NUMBER

CP1.0

JOINDER AGREEMENT

(Brent Howells, Coral Bay Development & Investment, LLC)

THIS JOINDER AGREEMENT (the "Agreement") is made by and between the **CITY OF UMATILLA, FLORIDA**, a Florida municipal corporation, whose address is 1 South Central Ave, Umatilla FL 32784 (hereinafter referred to as the "City"), **Brent Howells** ("Owner"), and **Coral Bay Development & Investment, LLC**, a Florida corporation whose address is 1060 Woodcock Road, Orlando, FL 32803 (hereinafter referred to as "Developer");

WITNESSETH:

WHEREAS, Owner possesses land with a legal description of: BEGIN 239.5 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN WEST 329.6 FEET, SOUTH 27.5 FEET, WEST 89 FEET, SOUTH 212 FEET, WEST 241.4 FEET, NORTH 660 FEET, EAST 660 FEET, SOUTH 420.5 FEET TO THE POINT OF BEGINNING.

(the "Property") and wishes to develop it under the terms of this Developer's Agreement; and

WHEREAS, Developer, working on behalf of Owner, is the current developer of a proposed residential subdivision for approximately 7.05 acres recently annexed into the City of Umatilla under Ordinance 2022-112; and

WHEREAS, Owner has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan, and if such applications are approved, the proposed development shall be consistent with the City's Comprehensive Plan and land development regulations; and

WHEREAS, the City has approved Ordinance 2022-114 conditioned upon the owner's joinder for the purposes of confirming the owner's acceptance of obligations set forth in Ordinance 2011-112 and Ordinance 2022-113 and establishing that such obligations run with the land and are binding upon Owner's successors and assigns; and

WHEREAS, Owner has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Conditions Precedent.** Owner has filed an Annexation Petition and the City has approved the annexation of the Property in accordance with the laws of the State of Florida by Ordinance passed on second reading by a vote of the City Council at its regular meeting held January 3, 2023. Further, Owner has applied for rezoning of the Property from Lake County Agriculture (AG) to City of Umatilla Single Family Medium Residential District (R-5), which rezoning has been proposed in an ordinance which is before the City Council for second reading at its regular meeting held January 3, 2023. It is understood and agreed to by the City and the Owner that neither the rezoning nor this Agreement shall be binding or enforceable as to any party unless and until the City duly adopts the Agreement and adopts Ordinance 2022-114. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property and that adoption of the rezoning ordinance requires passage of the same on a second reading. The City shall have the full and complete right to approve or deny the rezoning.

1 3. **Joinder.** Owner hereby gives its joinder to Ordinance 2022-112, the annexation ordinance,
 2 and agrees to comply with all of the conditions, restrictions, and owner’s obligations set forth in said Ordinance 2022-
 3 112 including, but not limited to, obligations relating to connection of utilities to City utility systems. Owner hereby
 4 gives its joinder to Ordinance 2022-114, the rezoning ordinance, and agrees to comply with all of the conditions,
 5 restrictions, and owner’s obligations set forth in said Ordinance 2022-114 including, but not limited to, development
 6 in accordance with the development standards set forth therein.

7 4. **Waiver; Modification.** The failure by any party to insist upon or enforce any of their rights shall
 8 not constitute a waiver thereof and nothing shall constitute a waiver of any party’s right to insist upon strict
 9 compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its
 10 benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any
 11 modification must be in writing and signed.

12 5 **Development Approvals.** This Agreement shall, in no manner, constitute development approval
 13 from the City regarding the Property. Development plans shall be submitted pursuant to the Land Development
 14 Regulations.

15 6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of
 16 Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

17 7. **Compliance with Laws and Regulations.** Except as expressly modified herein, all development of
 18 the Property shall be subject to compliance with the City Land Development Regulations and City Ordinances, as
 19 amended, as well as regulations of county, state, local, and federal agencies. The failure of this Agreement to address
 20 a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with
 21 the law governing said permitting requirements, conditions, term, or restriction.

22 8. **Binding Effect, Assignability.** This Agreement, once effective, shall be binding upon and
 23 enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the
 24 Owner/Developer to successive owners. Owner/Developer shall, however, provide written notice to the City of any
 25 and all such assignees. The rights and obligations set forth in the Agreement shall run with the land and be binding
 26 on all successors and/ or assignees. The parties hereby covenant that they will enforce this Agreement and that it is a
 27 legal, valid, and binding agreement.

28 9. **Waiver, Remedies.** No failure or delay on the part of either party in exercising any right, power,
 29 or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right,
 30 power or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single
 31 or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the
 32 exercise of any other right, power, or privilege hereunder.

33
 34

1 **IN WITNESS WHEREOF**, the parties have set their hands and seals this ____ day of
2 _____, 2023.

3 **CITY OF UMATILLA, FLORIDA**

4 A Florida Municipal Corporation

5
6
7 Attest:

By: _____

8
9 Name: _____

10
11 Its: _____

12 City Clerk

13
14 Date: _____
15 _____

Date: _____

16
17 Approved as to form:

18
19 _____
20 Kevin M. Stone, City Attorney

21
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24
25 **OWNER:**

26
27 _____
28 Printed Name: _____

_____ Brent Howells

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30 _____
31 Printed Name: _____

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34 STATE OF FLORIDA
35 COUNTY OF LAKE

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The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Brent Howells**. He is personally known to me or has produced _____ (type of identification) as identification and (did/did not) take an oath.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

SEAL

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DEVELOPER
CORAL BAY DEVELOPMENT & INVESTMENT,
LLC

Printed Name: _____

By: Brent Howells, Manager and Member

Printed Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Brent Howells. He is personally known to me or has produced _____ (type of identification) as identification and (did/did not) take an oath.

Signature of Notary Public

Type or Print Name
My Commission Expires: _____
Commission No. _____

SEAL

ORDINANCE 2022-113

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.02 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO SINGLE FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Coral Bay Development & Investment, LLC as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Urban Low Density to City Residential Single Family Medium Density under the Comprehensive Plan for the City of Umatilla;

WHEREAS, the amendment would facilitate residential development and is in compliance with the policies of the City’s comprehensive plan; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

WHEREAS, the City Council reviewed said petition, the recommendations of the Land Planning Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:

Section 1: Purpose and Intent.

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Lake County Urban Low Density to Single Family Medium Density as more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference, and as defined in the Umatilla Comprehensive Plan.

LEGAL DESCRIPTION: See Exhibit “A”

Alternate Key # 1122457

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

Section 2: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

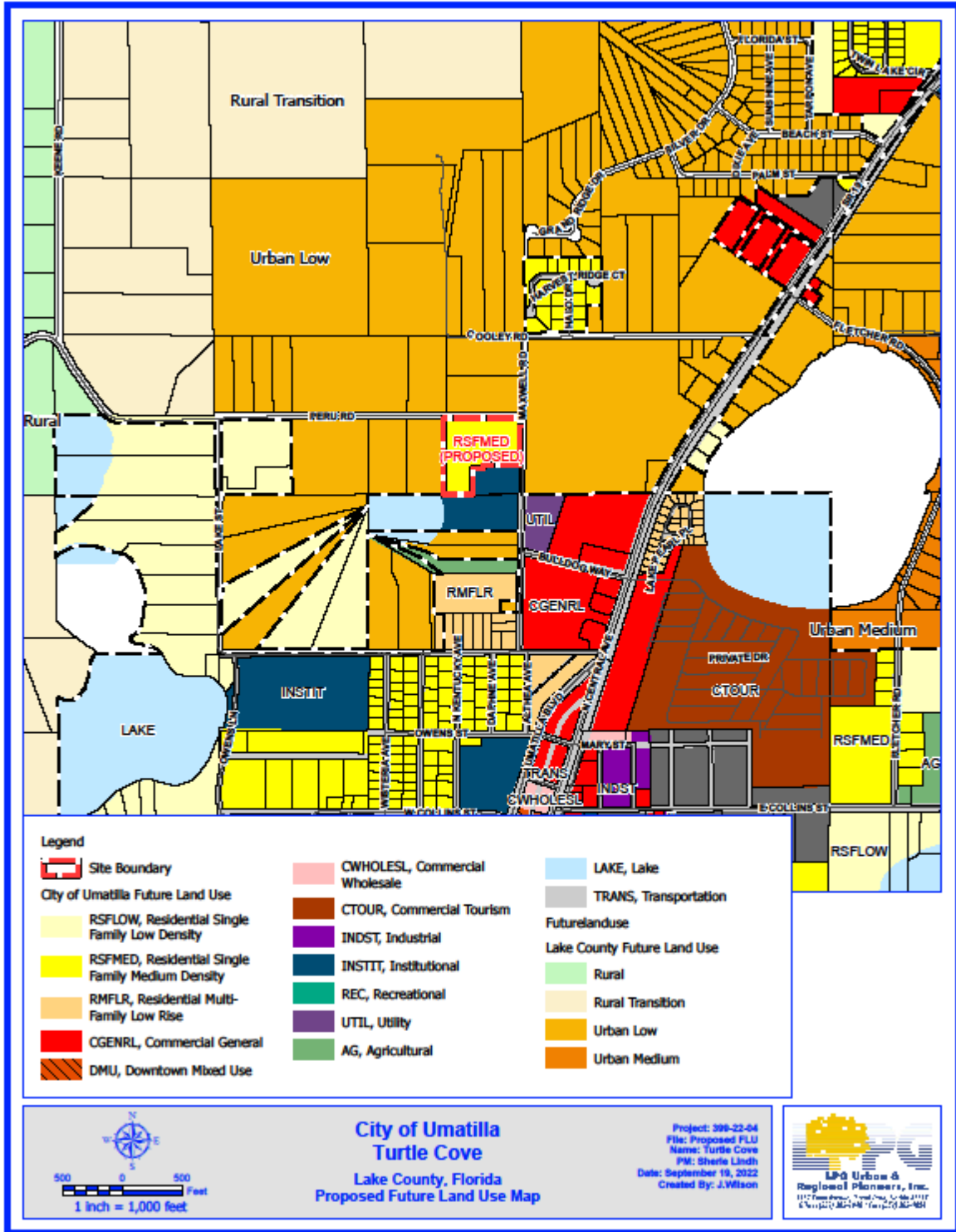
Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGIN 239.5 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN WEST 329.6 FEET, SOUTH 27.5 FEET, WEST 89 FEET, SOUTH 212 FEET, WEST 241.4 FEET, NORTH 660 FEET, EAST 660 FEET, SOUTH 420.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT 'B'



ORDINANCE 2022-114

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.02 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF SINGLE FAMILY MEDIUM RESIDENTIAL DISTRICT (R-5) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Coral Bay Development & Investment, LLC as Owner, to rezone approximately 7.02 acres of land from Lake County Agriculture (A) to City Single Family Medium Residential District (R-5);

WHEREAS, the Petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as R-5, Single Family Medium Density Residential District, as defined in the Umatilla Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

LEGAL DESCRIPTION: Exhibit “A”

Alternate Key # 1122457

Section 2: Zoning Classification.

That the property shall be designated as R-5, Single Family Medium Density Residential District, in accordance with Chapter 6, Section 2(d) of the Land Development Regulations of the City of Umatilla, Florida.

Section 3: The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, to include said designation consistent with this Ordinance.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: Effective Date.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

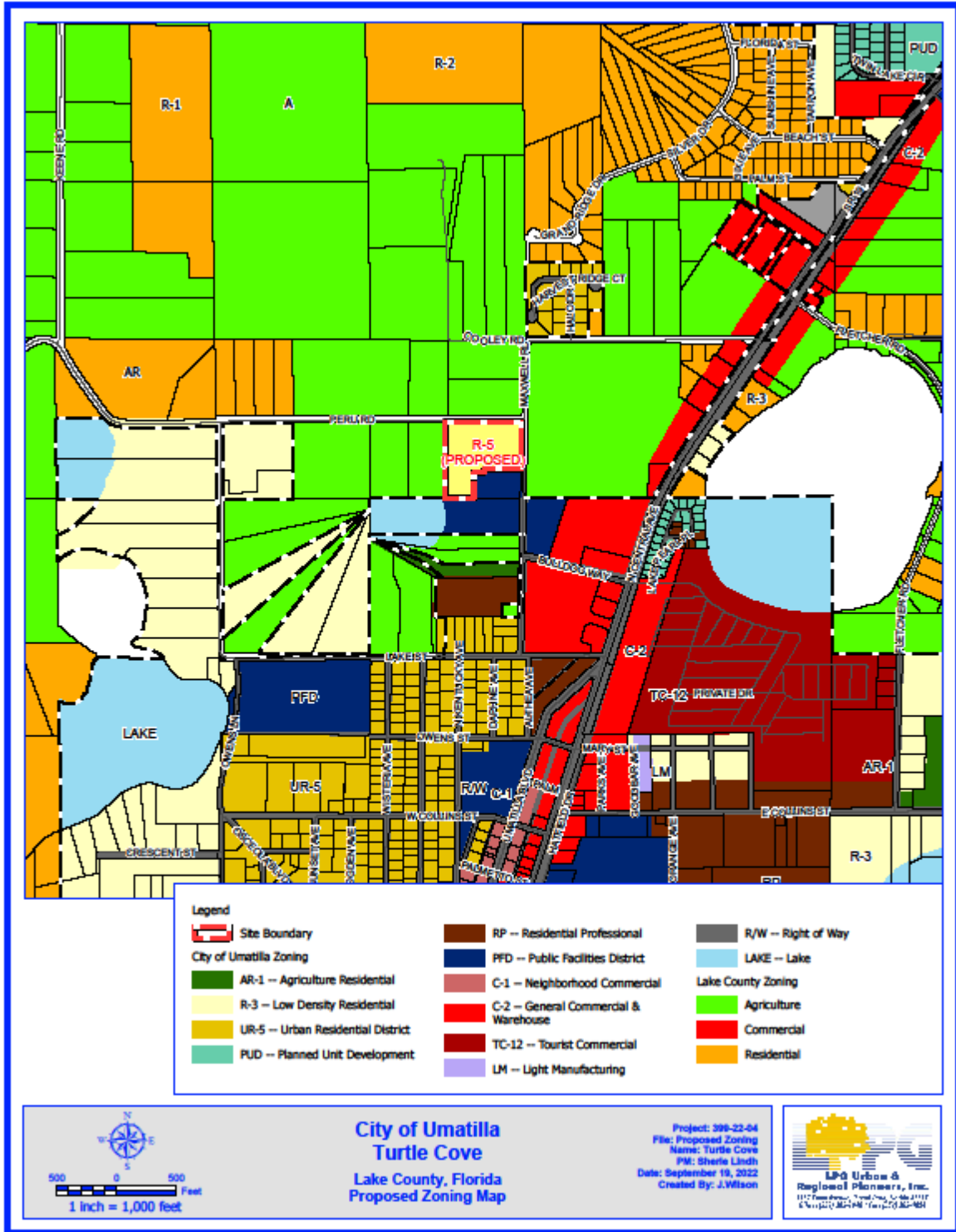
Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGIN 239.5 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN WEST 329.6 FEET, SOUTH 27.5 FEET, WEST 89 FEET, SOUTH 212 FEET, WEST 241.4 FEET, NORTH 660 FEET, EAST 660 FEET, SOUTH 420.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"





CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: February 14, 2023

MEETING DATE: February 21, 2023

SUBJECT: First Reading Ordinance No. 2023-03, Umatilla Farmers' Market

BACKGROUND SUMMARY:

The owner is seeking an amendment to the Commercial PUD to allow for a farmers' market consisting of a maximum of fifty (50) commercial grade tents, stabilized parking area, use of porta potties, growing and harvesting of fruits and vegetables, U pick farm area, green houses and hydroponics. The primary products sold at the Farmers Market are agricultural related products and include, but not limited to, fruits, vegetables, dairy, nuts, seafood, baked goods, farm raised grass fed meats, plants, packaged goods, and honey. Seasonal items sold may include, but not limited to, Christmas trees and pumpkins. A small portion of the sales area (20%) would be devoted to items classified as yard art/wood crafts, candles, wreaths, homemade crafts – jewelry, shells, chimes and handcrafted products/souvenirs.

The existing CPUD allows for permitted C-1 and C-2 uses. A farmers' market is a Special Exception Use in C-2 zoning

RECOMMENDATIONS:

Applicant is requesting a continuance to the May 2, 2023 Regular City Council Meeting

FISCAL IMPACTS:

No Fiscal Impact at this time.

ATTACHMENTS:

1. Ordinance NO. 2023-03, Umatilla Farmers' Market

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, AMENDING ORDINANCE 2005-C TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF APPROXIMATELY 9.82 ± ACRES OF PROPERTY LOCATED NORTH OF BULLDOG WAY AND WEST OF SR 19, UMATILLA, FLORIDA; AMENDING THE APPROVED USES; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Central Florida Farm Fresh, a Florida limited liability company, as applicant on behalf of Paul W. Bryan, II owner requesting an amendment to the list of permitted uses adopted by Ordinance 2005-C; and

WHEREAS, the property has a future land use designation of Commercial General as shown on the City of Umatilla Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Commercial Planned Unit Development (CPUD) is consistent with the future land use designation; and

WHEREAS, the Petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

The following described property consisting of approximately 9.82 ± acres of land located north of Bulldog Way and west of SR 19, Umatilla, zoned Commercial Planned Unit Development shall hereafter be developed according to the Master Development Agreement attached hereto as **Exhibit A**, which includes, but is not limited to, the Umatilla Farmer's Market Concept Plan prepared by Central Florida Farm Fresh, LLC dated January 2023. The property is more particularly described as:

LEGAL DESCRIPTION: Exhibit "B"

Alternate Key # 1070783 and 2921633

Section 2: Permitted Uses.

That as more particularly set forth in the Master Development Agreement (Exhibit “A”), permitted uses include permitted C-1 and C-2 uses and Farmers Market.

Section 3: Zoning Classification.

That the zoning classification currently assigned remains and is consistent with the Comprehensive Plan of the City of Umatilla, Florida.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: Effective Date.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

AMENDED MASTER DEVELOPER'S AGREEMENT

This Master Developer's Agreement (the "Agreement") is made this ____ day of _____, 2023, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Paul W. Bryan, II** ("Owner"), whose address P.O. Box 463, Umatilla, Florida 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The City adopted Ordinance 2005-C dated August 2, 2005 regarding the annexation and rezoning of the subject 9.82 ± acre property to Commercial Planned Unit Development (CPUD) as described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Amended Agreement (hereafter referred to as the "Property").
2. Owner has filed applications for an amendment to the Original Agreement to update the development program for the Property to maximize opportunities for development in line with the City's desired planning principles and current market demands.
3. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Amended Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Amended Agreement.
4. The City of Umatilla has determined that the development of the Property is consistent with the City's Comprehensive Plan and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
5. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
6. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application to amend the CPUD for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement, and b) the City adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the applications for small scale comprehensive plan map amendment and rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Concept Plan" prepared by Central Florida Farm Fresh, LLC, dated January 23, 2023 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with the City's "PUD" (Commercial Planned Unit Development) zoning district and, subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use designations assigned to the Property on the Future Land Use Map of the City's adopted Comprehensive Plan. As set forth further below, all land use issues addressed herein must be

adopted by City through its regular procedures before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

Section 4. Permitted Uses. Permitted Uses shall be:

- a. All permitted C-1 and C-2 uses.
- b. Farmers Market.

Section 5. Development Standards. Development Standards shall be as follows:

- a. Maximum Impervious Surface Ratio (ISR) – Seventy-Five Percent (75%).
- b. Minimum Perimeter Building Setbacks as measured from the property line:
 - North – Twenty feet (20')
 - South – Twenty feet (20')
 - East – Fifty feet (50')
 - West – Twenty feet (20')
- c. The primary products sold at the Farmers Market shall be agricultural related products and may include, but not limited to, fruits, vegetables, dairy, nuts, seafood, baked goods, farm raised grass fed meats, plants, packaged goods, and honey. Seasonal items sold may include, but not limited to, Christmas trees and pumpkins. The growing and harvesting of fruits and vegetables, U Pick farm area(s), small green houses and hydroponics may be allowed.
- d. The Farmers Market shall contain no more than twenty percent (20%) of the sales area devoted to items classified as yard art/wood crafts, candles/wreaths, homemade crafts/jewelry/shells/chimes and handcrafted products/souvenirs.
- e. Commercial grade tents may be utilized to display and sell produce/products. Commercial grade tents shall be limited to fifty (50) and shall be inspected and certified by the City Fire Inspector/Building Official.
- f. Restroom facilities shall be provided onsite. The use of porta potties may be allowed for the Farmers Market provided the area is screened. Screening may consist of PVC or wooden fencing.
- g. Special Events may be allowed and shall end by 11:00 o clock p.m. No more than fourteen (14) special events may be held onsite in each calendar year. Any event lasting more than one day shall be considered a single event as long as the days are concurrent.
- h. Due to public safety, all special events generating 250 visitors or more shall comply with Chapter 6, Article 1, Section 6-6 of the Code of Ordinances even if alcoholic beverages are not proposed.
- i. Maximum building height shall be limited to thirty-five feet (35').
- j. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses as shown on the Master Plan. Stabilized grass parking is allowed for the Farmers Market. No overnight parking shall be allowed for the Farmers Market except for farm equipment and/or trailer, or otherwise approved by the City Manager on a case-by-case basis.
- k. Open storage of produce and products may be allowed for the Farmers Market. Should rodent or insect or other vermin infestation or theft or transient foot traffic become an issue, an enclosed storage facility shall be utilized onsite to store the produce and goods overnight.
- l. Open space requirement associated with the development of the Property shall be twenty-five percent (25%) of the total developable acreage of the Property.
- m. Signage shall be in conformance with the land development regulations. For the Farmers Market, a canopy sign, not exceeding 135 square feet, may be affixed onto the front of the tents facing Highway 19.
- n. A Unity of Title shall be filed and recorded.
- n. Any zoning standard not specifically listed in this Agreement shall be in compliance with the C-2 zoning district standards and other applicable sections of the Land Development Code.

Section 6. Commercial Design Standards. New commercial buildings not associated with the Farmers Market shall meet the requirements of the Umatilla Land Development Code Chapter 6, Section 4.

Section 7. Site Access and Transportation Improvements. Vehicular access to the Property shall be provided by two (2) primary access points on Bulldog Way, as identified on the Master Plan. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. Any change of use from Farmers Market may require the installation of roads. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.
- c. A six-foot (6') sidewalk will be required adjacent to Bulldog Way along the property perimeter. Installation of the sidewalk will be required in Phase 4 of the Farmers Market and completed prior to a certificate of occupancy or use of any facility for Phase 4. All sidewalks shall be constructed in accordance with City of Umatilla Land Development Code.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the driveways, roads or transportation improvements.
- e. A traffic/transportation study in accordance with the traffic analysis requirements of the City Land Development Code may be requested prior to or concurrent with Phase 4 of the Farmers Market for review and determination of any necessary access or off-site improvements including any which may be required by the Florida Department of Transportation and Lake County. Said improvements will be the responsibility of the Permittee and must be in place prior to or concurrent with the impacts of development.

Section 8. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 9. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. The Farmers Market may utilize the existing septic tank associated with the existing office. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for non-potable irrigation purposes will be allowed within the Property's perimeter landscaping and common areas.

Section 10. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit issuance. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees for as many units as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

Section 11. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

Section 12. Landscaping/Buffers. Developer has reviewed City's Land Development Code relating to landscaping and agrees to comply with such regulations. A twenty (20) foot wide buffer shall be provided along the northern, southern, eastern, and western property perimeter. The Farmers Market may utilize the existing trees within the buffers to meet the landscaping requirements. The Farmers Market may utilize a four foot (4') 2-rail wooden fence within the buffer along the property frontage abutting Bulldog Way and SR 19. The landscaping along SR 19 shall be provided in Phase 4. The landscaping plantings for Phase 4 shall be determined by the Technical

Review Committee.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Umatilla Land Development Code pertaining to tree removal and replacement. Existing planted pine trees are exempt from this and may be removed without any tree replacements pursuant to Chapter 15, Section 9(g)(3). For clarity and avoidance of doubt, plantings consistent with the City's Type B buffer plant requirements shall be required within the buffers.

Section 13. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District.

Section 14. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 15. Environmental Considerations. The Owner agrees to comply with all Federal, State, County, and City laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Signage. Owner shall submit a master sign plan as a component of the site plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Code, unless City grants a waiver or variance pursuant to the City's Land Development Code.

Section 17. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 18. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Code and City Code provisions, as amended, as well as regulations of County, State, local, and Federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 19. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 20. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 22. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 23. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 24. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 25. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Paul W. Bryan, II P.O. Box 463 Umatilla, FL 32784 352- Telephone
Copy to:	

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 28. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 29. Severability. If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2023.

WITNESSES:

CITY OF UMATILLA, FLORIDA

Printed Name: _____

By: _____
Kent Adcock, Mayor

Printed Name: _____

ATTEST:

Jessica Burnham
City Clerk

PAUL W. BRYAN, II

Printed Name: _____

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

[NOTARY BLOCK FOR OWNER EXECUTION]

EXHIBIT "A"

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Township 18 South, Range 26 East, Lake County, Florida, and run North 89 degrees 31'11" East along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 368.00 feet to a concrete monument (no number), said concrete monument being the point of beginning of this description; from said point of beginning, run South 18 degrees 19'24" West, 530.91 feet to a concrete monument (labeled LB707), said concrete monument being on the Northerly right-of-way line of Bulldog Way; thence South 75 degrees 17'20" East along the Northerly right-of-way of Bulldog Way a distance of 681.28 feet to an iron pin (labeled LB707); said iron pin being on the Westerly right-of-way line of State Highway 19; thence North 17 degrees 39'58" East along the Westerly right-of-way line of State Highway 19 a distance of 429.37 feet to an iron pin (labeled LB707), said iron pin being at the beginning of a curve concaved Easterly and having a radius of 2875.27 feet; thence Northeasterly along the arc of said curve and said Westerly right-of-way line of State Highway 19 through a central angle of 05 degrees 50'02", an arc length of 292.76 feet to a concrete monument (no number), said concrete monument being on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the aforementioned Section 12; thence South 89 degrees 31'11" West along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 725.25 feet to the point of beginning.

EXHIBIT "B"

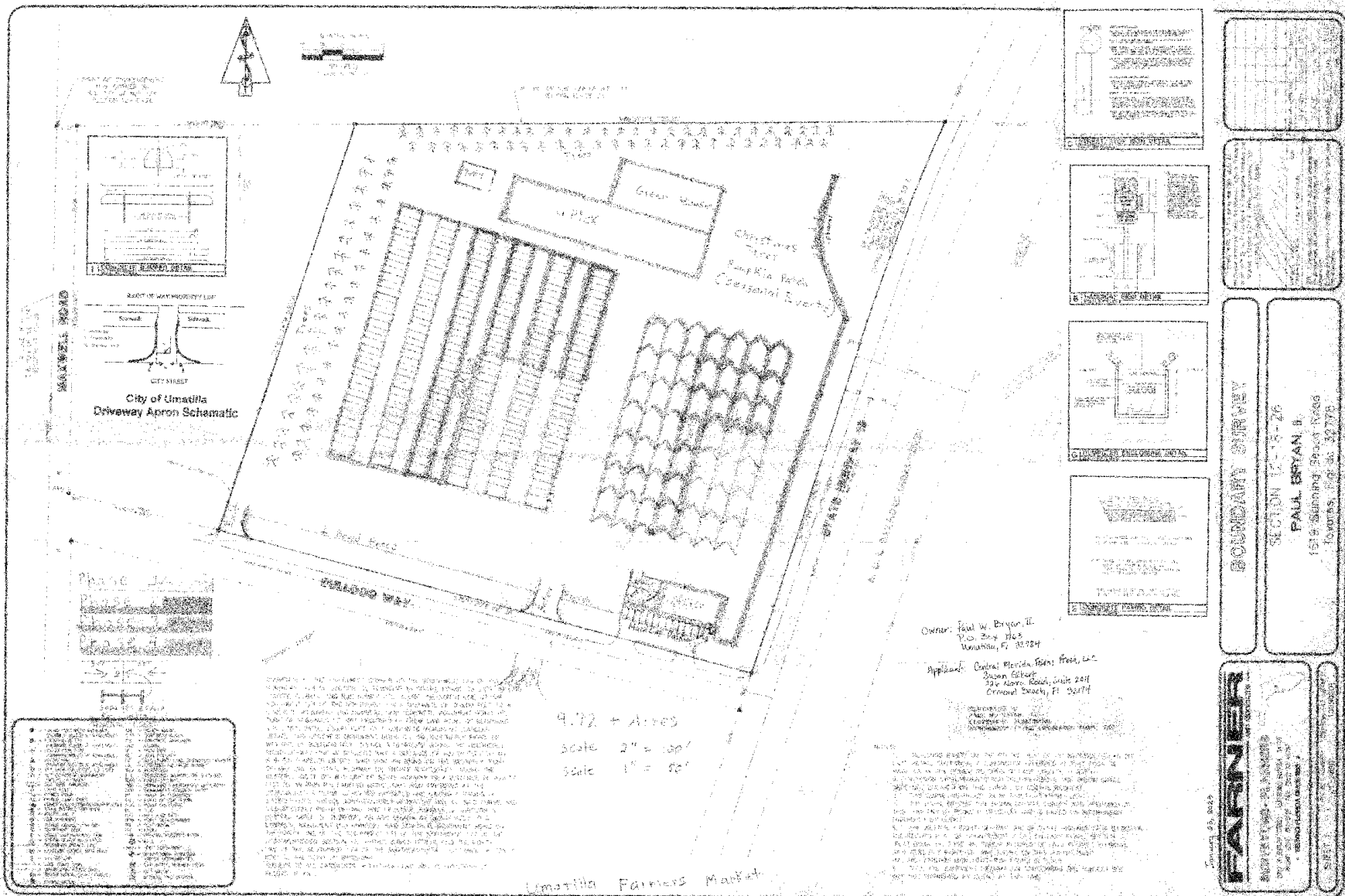


EXHIBIT 'B'**LEGAL DESCRIPTION**

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Township 18 South, Range 26 East, Lake County, Florida, and run North 89 degrees 31'11" East along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 368.00 feet to a concrete monument (no number), said concrete monument being the point of beginning of this description; from said point of beginning, run South 18 degrees 19'24" West, 530.91 feet to a concrete monument (labeled LB707), said concrete monument being on the Northerly right-of-way line of Bulldog Way; thence South 75 degrees 17'20" East along the Northerly right-of-way of Bulldog Way a distance of 681.28 feet to an iron pin (labeled LB707); said iron pin being on the Westerly right-of-way line of State Highway 19; thence North 17 degrees 39'58" East along the Westerly right-of-way line of State Highway 19 a distance of 429.37 feet to an iron pin (labeled LB707), said iron pin being at the beginning of a curve concaved Easterly and having a radius of 2875.27 feet; thence Northeasterly along the arc of said curve and said Westerly right-of-way line of State Highway 19 through a central angle of 05 degrees 50'02", an arc length of 292.76 feet to a concrete monument (no number), said concrete monument being on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the aforementioned Section 12; thence South 89 degrees 31'11" West along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 725.25 feet to the point of beginning.



CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: March 3, 2023

MEETING DATE: March 7, 2023

SUBJECT: Airport Ground Lease Agreement between The City of Umatilla and X23 Hangar Holdings, LLC

BACKGROUND SUMMARY:

This is a thirty-year ground lease agreement with an annual payment of \$3,872.00 and hanger construction requirement for X23 Hangar Holdings, LLC. The agreement requires the tenant to perform any necessary site work and construct and maintain a hanger of good commercial quality at least 2,000 square feet in size, together with other aviation-related improvements on the site for the purpose of storing and maintaining aircraft, including improvements desired by tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations.

If the City does not approve the tenant's hangar, or tenant is otherwise unable to build a hangar due to a refusal or failure to act by City, this Agreement shall be terminated and of no further force and effect.

All construction shall be subject to the approval of the City and the hangar shall be designed and constructed with a material and color to match (galvalume) and complement other hangars on the Airport property.

Hangar construction shall be completed within 240 days of its commencement.

RECOMMENDATIONS:

Staff recommends approval of the ground lease with X23 Hanger Holdings, LLC

FISCAL IMPACTS:

\$3,872+ annual revenue to airport fund

ATTACHMENTS:

1. Airport Ground Lease Agreement between The City of Umatilla and X23 Hanger Holdings, LLC
-

AIRPORT GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF UMATILLA, FLORIDA

AND

X23 HANGAR HOLDINGS, LLC

THIS AIRPORT GROUND LEASE AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF UMATILLA, FLORIDA**, a municipal corporation, which shall be called the “Lessor” in this Agreement, and **X23 HANGAR HOLDINGS, LLC**, a Florida limited liability company, the “Tenant” in this Agreement and whose mailing address is, for a hangar site at the City of Umatilla Municipal Airport (“Airport”).

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I. GROUND LEASE

- A. Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.
- B. Purpose of Agreement.** Subject to the terms of this Agreement, Tenant will, at Tenant’s sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2000 square feet in size, together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft including improvements desired by Tenant for aircraft parking, storage and the performance of aircraft maintenance, inspections, rebuilding, and restoration, and providing aircraft flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant may make such further ancillary improvements beyond the foregoing within Tenant’s hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor’s prior written consent (in Lessor’s sole discretion). Lessor’s approval and permitting of Tenant’s hangar is a condition precedent to the effectiveness of this Agreement. If Lessor does not approve Tenant’s hangar, or Tenant is otherwise unable to build Tenant’s hangar due to a refusal or failure to act by Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be subject to

the approval of the Lessor. The hangar shall be designed and constructed with a material and painted a color to match and complement other hangars on the Airport property. Hangar construction shall be completed within 240 days of its commencement.

- C. **Title to Improvements.** During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- D. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.
- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

II. RENT AND PAYMENT

- A. **Amount Due.** Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Three Thousand Eight Hundred Seventy-Two Dollars and NO/100 (\$3,872.00) (17,600 square feet at \$0.22 per square foot) commencing on the Commencement Date. Lessor and Tenant agree that Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the preceding calendar year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
- B. **When Due.** Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this Agreement.
- C. **Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank

may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Umatilla
 Attn: Airport Manager
 P.O. Box 2286
 Umatilla, FL 32784

- D. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- E. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

III. TERM

- A.** The term of this Agreement shall be for a period of Thirty (30) years commencing on March 7, 2023 (the "Commencement Date") and ending on March 6, 2053 ("Expiration Date") (such period being the "Initial Term").
- B. Renewal.** If this Agreement has not been terminated as provided herein, effective prior to or at the end of the Initial Term, Tenant may renew this Agreement for two (2) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term or the first renewal term.
- C. Renewal in accordance with right of first refusal.** Within ninety (90) days of the final renewal period established in this Agreement, Tenant shall give Lessor written notice if Tenant desires to renew this Agreement. If Tenant desires such renewal, and if Lessor is offering or intends to offer the Premises for lease as an airplane hangar, Lessor and Tenant shall negotiate terms of the extension in good faith.

IV. USE OF PREMISES

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Umatilla Airport rules and regulations, City of Umatilla ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.
- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies. Aircraft parking, storage and the performance of aircraft maintenance, inspections, rebuilding, and restoration, shall always be authorized uses, provided that any such activities shall only be permitted after construction and final inspection of improvements, complying with all applicable laws, regulations and codes, such as are necessary to safely allow for such uses to be lawfully undertaken.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.
- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to

cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

- E. **Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.
- F. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. **Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Umatilla's code of ordinances, land development regulations, and permit requirements).
- H. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and

Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

- I. **Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.
- J. **Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.
- K. **Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, the City of Umatilla, or Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by

Lessor and generally applicable to hangar occupants, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

V. LESSOR'S AUTHORITY

- A. Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.
- B. Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives (“Lessor’s Associates”) reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor’s Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor’s Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor’s Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant’s employees any matters pertinent to Tenant’s use, occupancy, or operations at the Premises and the Airport.
- C. Lessor’s Right to Work Within, Alter, or Recover Premises.** Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor’s best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:
- i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:
 - ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

iii. Nothing under this Section shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

VI. LIABILITY AND INSURANCE

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver of Liability and Assumption of Risk. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. **Aviation Liability with Additional Coverage.** Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. **Property.** All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. **Automobile.** If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or

property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. Aircraft. Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

VII. HAZARDOUS MATERIALS

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations upon Termination. Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

VIII. ASSIGNMENT AND SUBLEASING

A. Assignment by Tenant; Lessor's Option to Repurchase.

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Tenant is dissatisfied with the Appraisal Amount, Tenant can pay the Lessor's actual costs of the appraisal and withdraw the Notice of Assignment. If the Tenant does not withdraw its Notice of Assignment and (a) Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or (b) Lessor provides written notice that it has waived its right to terminate the tenancy hereunder and acquire the improvements, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.
- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

C. Sublease. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement. Notwithstanding anything to the foregoing to the contrary, Tenant's temporary parking and storage of aircraft for the purpose of performing aircraft maintenance, inspections, rebuilding, and restoration for third parties to the extent permitted under this Agreement shall not be deemed a sublease or assignment under this Section.

IX. DAMAGE, DESTRUCTION, AND CONDEMNATION

- A. Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations.
- B. Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

X. DEFAULT

- A. Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent;

(ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. Remedies. Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

C. Default by Lessor. Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

XI. EXPIRATION OR TERMINATION OF AGREEMENT

A. Disposition of Tenant's Improvements.

i. Disposition If Agreement Terminates Due to Default. If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall

vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement

and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

XII. MISCELLANEOUS PROVISIONS

A. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

With required, simultaneous copy to:

Kevin Stone, City Attorney
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757

If to Tenant:

X23 HANGAR HOLDINGS, LLC
Attn: Paul Redlich and Diane Redlich

With required, simultaneous copy to:

Zachary Broome, Esq.
Bowen & Schroth, P.A.
600 Jennings Ave
Eustis, FL 32726

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

- B. Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.
- C. Nondiscrimination.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Tenant further agrees that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).
- D. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.
- E. Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.

- F. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.
- G. Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- H. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- I. Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- J. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- K. Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

[Signature Page Follows]

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT

X23 HANGAR HOLDINGS, LLC

Signature of First Witness

By: Paul Redlich, Manager

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida
County of _____

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this _____ day of _____, 2023, by Paul Redlich, the Manager of X23 Hangar Holdings, LLC, on behalf of the company, who is/are personally known to me or has provided _____ as identification.

Notary Public
My Commission Expires:

CITY OF UMATILLA, FLORIDA

Signature of First Witness

By: Scott Blankenship, City Manager

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this _____ day of _____, 2023, by Scott Blankenship, the City Manager of the City of Umatilla, Florida, on behalf of the City, who is/are personally known to me or has provided _____ as identification.

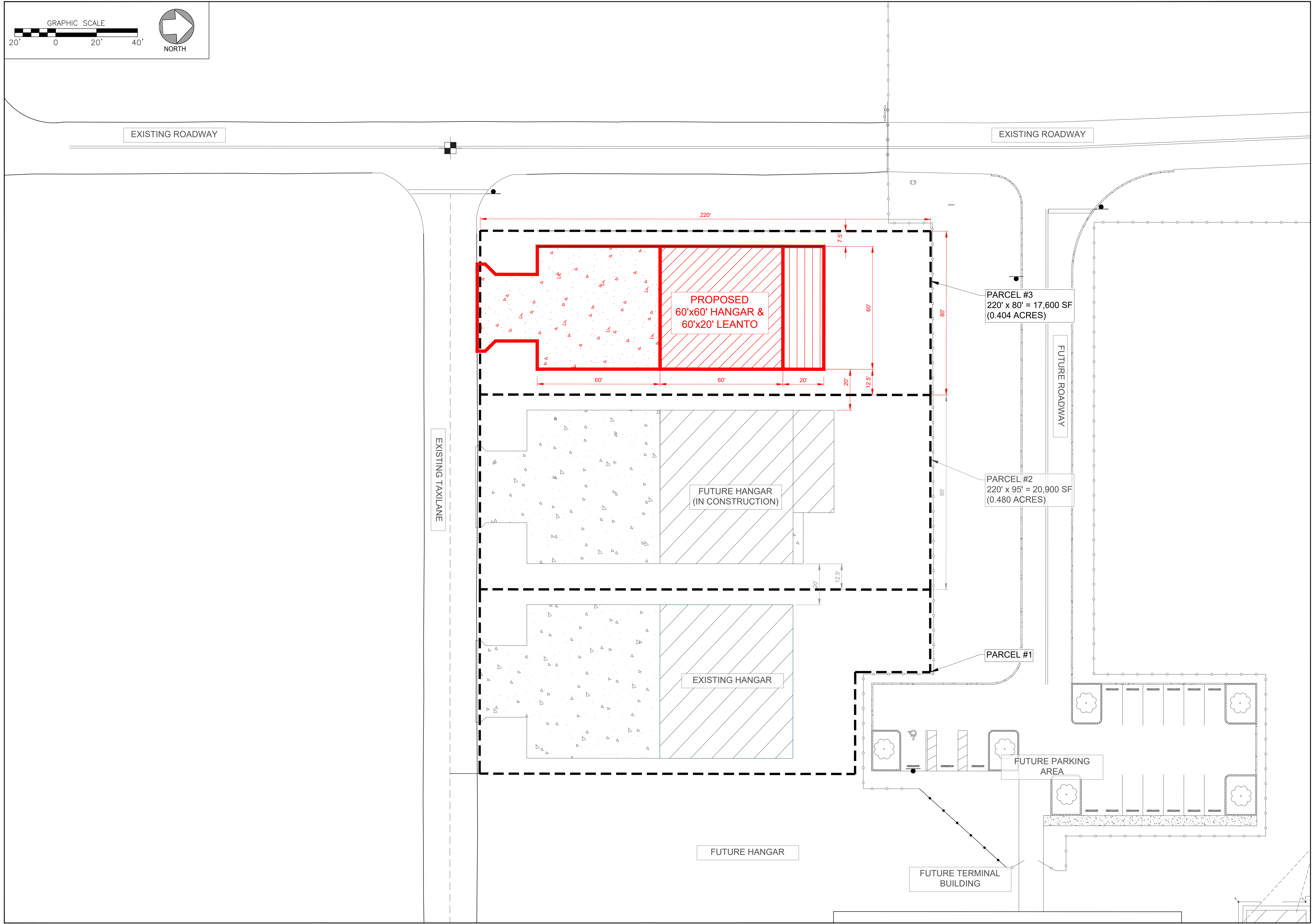
Notary Public
My Commission Expires:



LEASE EXHIBIT - 3RD LEASE SPACE (220' x 80')
GENERAL AVIATION EXHIBIT
UMATILLA MUNICIPAL AIRPORT (X23), CITY OF UMATILLA, FLORIDA

gai consultants
EB 9951
618 SOUTH ST., SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

SHEET
EXHIBIT



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UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 21, 2023 through February 27, 2023

ARRESTS

2/21/2023	5:08 p.m.	Locke, Christopher Umatilla	Mr. Locke was arrested for burglary with battery (domestic); criminal mischief (1000 dollars or more); added WRIT of bodily attachment for child support.
2/22/2023	11:28 p.m.	Tuff, Eddie Eustis	Umatilla Police Department assisted the Lake County Sheriff's Office on a warrant. Mr. Tuff had a warrant for WRIT of bodily attachment for child support. He was taken to the Lake County Jail.
2/23/2023	8:44 p.m.	Goldsmith, Luke Umatilla	Mr. Goldsmith was arrested for trespass after warning.
2/26/2023	10:25 a.m.	Green, William Hunter Umatilla	Umatilla Police Department assisted the Lake County Sheriff's office with a warrant. Mr. Green had a warrant for grand theft from a building.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a

REPORTS FILED

2/22/2023	8:19 p.m.	Officers responded to Aragon Avenue to a person needing medical attention. They were turned over to Emergency Medical Services.
2/26/2023	8:33 p.m.	Officers responded to Demko Road for a person needing medical attention. They were turned over to Emergency Medical Services.

ARRESTS	2
DISPATCHED CALLS	107
TRAFFIC STOPS	19
TRAFFIC CITATIONS ISSUED	1