

Lease Agreement

THIS LEASE AGREEMENT is entered into this 13th day of December, 2013 by and between the City of Clearwater, a municipal corporation, hereinafter referred to as "Lessor", and the Civil Air Patrol by and through the Florida Wing, a Congressionally chartered corporation and the auxiliary of the United States Air Force, located at 1000 N. Hercules Ave., Clearwater, Florida 33765, herein referred to as "Lessee".

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

The parties hereby agree as follows:

1. The term of this lease shall be for three (3) years beginning January 1, 2014 and ending December 31, 2017. The Lessor retains the right to terminate this lease for any municipal purpose consistent with the Lessor's charter; and, in addition, Lessor may terminate this lease if the State of Florida or any of its agencies or political subdivisions thereof acquires the demised property or any portion thereof for a public purpose.

Should construction on the new Fixed Base Operator (FBO) building be started prior to the completion of the term of this renewal agreement on December 31, 2013, the Civil Air Patrol will be required to remove the appropriate number of buildings needed for construction from the airpark premises. Desk space will be provided in the new FBO building. Use of the meeting room will also be available.

2. It is understood and agreed that the leased premises are to be used as a training facility for senior members and teenage cadets in ground crew operations and communications systems. The squadron will be "on call" to assist in times of emergency and to aid in search and rescue missions as approved and assigned by the U.S. Air Force. It is further understood and agreed that the leased premises shall be used only for public purposes and that in no event shall the Lessee permit the premises or any portion to be used for a purely private or individual purpose. It is likewise understood and agreed that all alteration and installation expenses incident to the above shall be borne by the Lessee, and that any significant alteration of the demised premises shall require prior approval of the Lessor.
3. It is understood and agreed between the parties that the Lessee shall not make any assignment, sale or other transfer of this lease.
4. In the event that the City Council of said Lessor should at any time during the existence of this lease decide that said premises or any part thereof is needed for any municipal purpose, the lease shall cease and terminate after thirty (30) days written notice to the Lessee.

5. It is further provided that if at any time in the future, improvements or additions of a permanent or lasting nature are made to said premises, and at the time of the making of said additions and improvements, the City Manager of the Lessor corporation is notified in writing of the cost and nature of same, and his written approval is obtained, then and in that event, and upon cancellation of this lease in the manner set forth in paragraph 4 of this lease, the Lessor shall pay over to the Lessee the cost of such additions and improvements, less depreciation.
6. The said Lessee covenants and agrees to make no unlawful, improper or offensive use of said demised premises nor to permit its use in any way to become a nuisance to other users of the property in its area.
7. The Lessee may place appropriate signs on the demised property as long as said signs conform to the ordinances of the City of Clearwater, Florida, presently in force or passed during the term thereof regarding signs; provided, however, that no sign other than the signs as aforesaid shall be painted, erected, constructed or maintained by the Lessee and provided further that the Lessee shall upon the expiration of the term hereof completely remove any signs as might be permitted during the term hereof.
8. The Lessee will be responsible for all electric, water, telephone service and grounds upkeep relating exclusively to the use and possession of its leasehold.
9. It is further agreed between the parties hereto that in the event said Lessee should breach any of the covenants herein contained or should the demised premises cease to be used by the Lessee for the purposes herein set forth for a period of thirty (30) days at any time after the inception of this lease, then said Lessee shall become a tenant at sufferance and the said Lessor shall have the right, privilege and option after notice in writing to said Lessee of the breach of said covenants or agreements, to declare this lease terminated.
10. To the extent permitted under federal law, the Lessee assumes full responsibility for and covenants and agrees to indemnify and hold harmless the Lessor, its agents and employees, from and against any and all actions, claims, losses or expenses (including attorney's costs) for any damages because of bodily injury, personal injury or property damage, including loss of use thereof, resulting from the Lessee's negligent conduct in the use or occupancy of the demised premises.
11. This lease shall be binding upon the parties hereto, their successors, administrators and assigns.
12. The Lessee agrees to comply with the insurance requirements shown in Exhibit B.
13. This agreement shall be governed by the laws of the State of Florida, except for those matters governed by and under the jurisdiction of federal law.

In Witness whereof, the parties hereto have set their hand and seals, this 13th day of December, 2013.

Countersigned:

-george n cretekos

George N. Cretekos
Mayor

Approved as to form:

[Signature]

Camilo Soto
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By:

William B. Horne II

William B. Horne, II
City Manager

Attest:

Rosemarie Call

Rosemarie Call
City Clerk



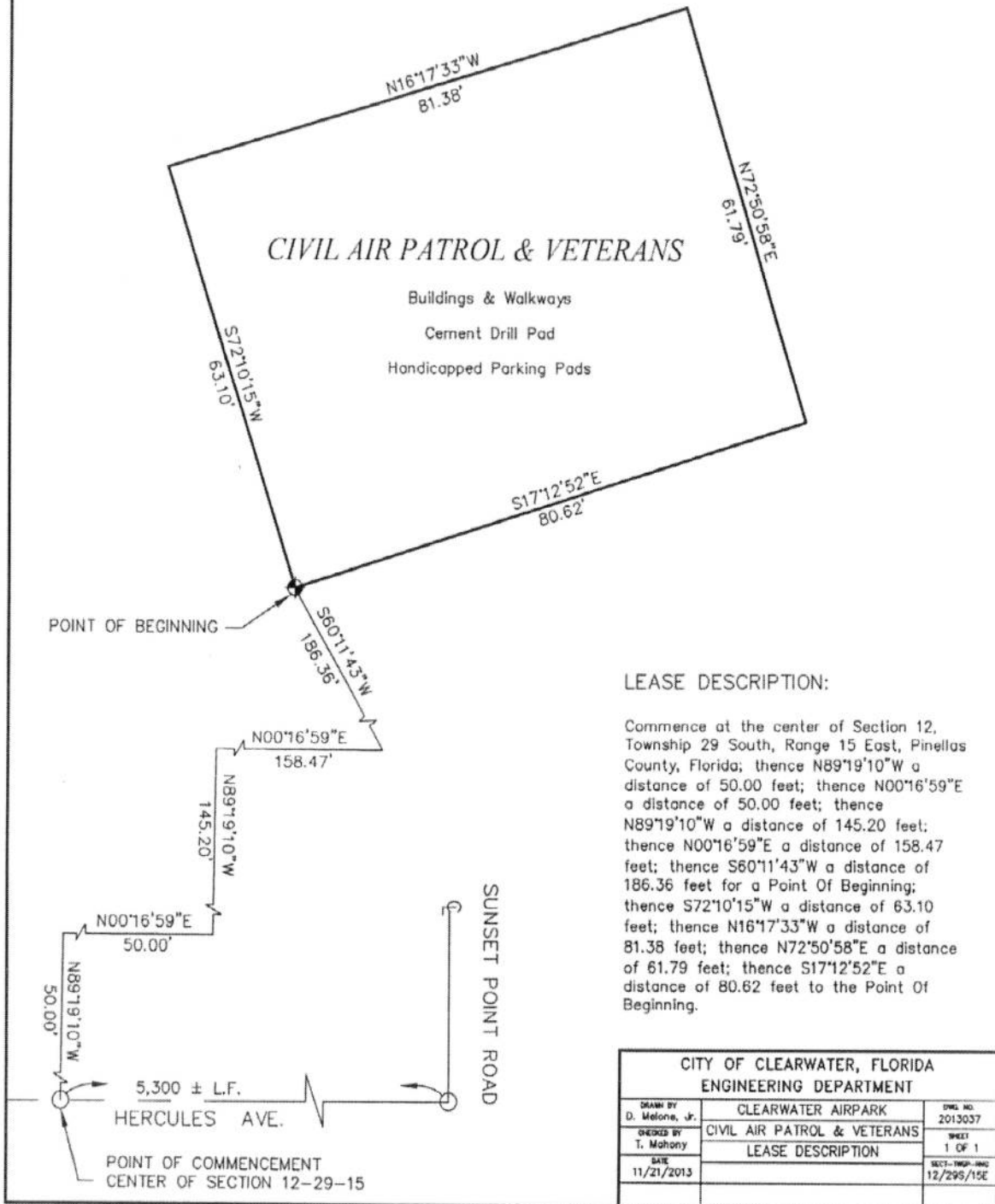
By:

Michael N. Cook

Col Michael N. Cook
CAP Florida Wing Commander

N.T.S.
This is not a survey

EXHIBIT "A"



LEASE DESCRIPTION:

Commence at the center of Section 12, Township 29 South, Range 15 East, Pinellas County, Florida; thence N89°19'10"W a distance of 50.00 feet; thence N00°16'59"E a distance of 50.00 feet; thence N89°19'10"W a distance of 145.20 feet; thence N00°16'59"E a distance of 158.47 feet; thence S60°11'43"W a distance of 186.36 feet for a Point Of Beginning; thence S72°10'15"W a distance of 63.10 feet; thence N16°17'33"W a distance of 81.38 feet; thence N72°50'58"E a distance of 61.79 feet; thence S17°12'52"E a distance of 80.62 feet to the Point Of Beginning.

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY D. Melone, Jr.	CLEARWATER AIRPARK	DWG. NO. 2013037
CHECKED BY T. Mahony	CIVIL AIR PATROL & VETERANS	SHEET 1 OF 1
DATE 11/21/2013	LEASE DESCRIPTION	SECT--TWP--RNG 12/29S/15E

Exhibit "B"

INSURANCE REQUIREMENTS

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