

BARBARA T. SCOTT, CHARLOTTE COUNTY CLERK OR BOOK 2872, PGS 91-114 24 pg(s)
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\$205.50 Cashier By: MARIANNE

*Chg
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Commissioner's
Clerks Office*



RESOLUTION
NUMBER 2005 - 227

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, APPROVING A REAL PROPERTY LEASE AGREEMENT WITH CHARLOTTE COUNTY AIRPORT AUTHORITY FOR THE LEASE OF A HANGAR AT CHARLOTTE COUNTY AIRPORT, PUNTA GORDA, FLORIDA; AUTHORIZING THE EXECUTION OF THE LEASE; AND, AUTHORIZING THE EXECUTION ALL OTHER NECESSARY DOCUMENTS APPURTENANT TO THE LEASE.

RECITALS

WHEREAS, Charlotte County Airport Authority, 28000 Airport Road, Punta Gorda, Florida 33952 ("Landlord"), is the Landlord of the Hangar at the Charlotte County Airport, Punta Gorda, Florida ("Property"); and

WHEREAS, on the behalf of the Charlotte County Sheriff's Department and the Charlotte County Mosquito Control section, the Real Estate Services Department ("Department") has negotiated a proposed Real Estate Lease Agreement ("Agreement") with the Landlord for the rental of the Property by the County upon terms and conditions that are acceptable to the County and the Landlord; and

WHEREAS, a copy of this Agreement is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the planned uses of the Hangar are for the operations of the Sheriff's Department and the Mosquito Control section; and

WHEREAS, The Board of County Commissioners ("Board") finds that leasing the Property is in the best interests of Charlotte County and its citizens.

*24
minutes*

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida:

1. The Agreement is in the best interests of Charlotte County and its Citizens.
2. The Agreement is hereby approved.
3. The Chairman of the Board of County Commissioners is authorized to execute the Agreement on behalf of the Board of County Commissioners.
4. The Director of Real Estate Services Department or his Designee and the County Attorney or her Designee are hereby authorized to lease this Property in accordance with the terms and conditions of the Agreement.
5. This Resolution shall take effect upon approval by the Board.

PASSED AND DULY ADOPTED this 22 day of NOVEMBER, 2005.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Thomas G. Moore

Thomas G. Moore, Chairman

ATTEST:

Barbara T. Scott, Clerk of the
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Barbara T. Scott

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton

Janette S. Knowlton, County Attorney

RB
LR 2005-667

Exhibit "1"*Ag. 2005-054**Chg
Bld***COMMERCIAL BUILDING LEASE**

THIS LEASE AGREEMENT made and entered into at Punta Gorda, Charlotte County, Florida this 1st day of December, 2005, by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, herein referred to as "LESSOR" and Charlotte County, hereinafter referred to as "LESSEE".

WITNESSETH

The parties agree as follows:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE the real property in Charlotte County, Florida, described as Building #107, Sheriff's Hangar (9,900 Sq. Ft.) on 1.98 Acres, as depicted in Exhibit "A", "Leased Premises", located at the Charlotte County Airport, Punta Gorda, Florida.

2. **TERM.** The term of this lease shall be for a period of Ten (10) Years commencing on December 1, 2005 and terminating on November 30, 2015. LESSEE may renew this Lease for two additional terms of five (5) years each, in accordance with Paragraph 25, Option to Renew.

3. **RENT.** LESSEE shall pay to the LESSOR at its principal place of business, for and during the first Five (5) years of the term of this lease the total sum of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) payable in annual monthly installments of Sixty-eight Thousand and 00/100 Dollars (\$68,000.00), the first payment of which shall be on the 1st day of December, 2005, and like date each and every year thereafter for and during the initial five years of this lease. Rental for the next five years of this Lease shall be determined by dividing the base rental of \$68,000.00 by the CPIU index number for the month of September, 2005 as it appears in the column "all items" which is the Consumer Price Index and then multiplying that amount by the corresponding index number for the Month of August 2010. Such rental, once determined, shall be payable in the manner described above.

Thru

The Consumer Price Index referred is the revised 1953 Consumer Price Index-U.S. (1967 = 100) new series beginning with January 1967 (reflecting the change in prices and goods and service purchased by all urban consumers to maintain their level of living) published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index for September 2005 provided that the rental shall not be less than the rental of the previous term.

There shall be an extra charge of \$30.00 on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of 5% as a late penalty fee.

4. DEPOSITS. NOT APPLICABLE

5. USE OF PREMISES. The LESSEE will use the leased property only for storage of aircraft, offices, and general maintenance of aircraft belonging to LESSEE and will make no unlawful, improper or offensive use of the leased property or violate the Minimum Standards established by the Lessor and Exhibit "B". LESSEE shall not use the leased premises in such a fashion as to increase the existing rate of insurance upon the building, nor cause a cancellation of any insurance policy thereon. The Lessee shall not allow its employees, agents, or other representatives to violate the Lessor's Minimum Standards.

6. UTILITIES. The LESSEE shall pay for telephone, gas, light bulbs, electricity, water, sewer, and garbage and trash removal used by LESSEE and shall make such deposits as are required to secure service. The LESSEE shall be responsible for any water or sewer impact fees incurred by their use of the premises.

7. CONDITION OF PREMISES. LESSEE agrees that the premises are now in a tenantable and good condition. The LESSEE shall take good care of the premises and they shall not be altered, repaired or changed without the written consent of LESSOR. LESSEE shall, at

it's expense, when surrendering said premises, remove from said premises and said building, all partitions, counters, railing, etc., installed in premises by said LESSEE. All damage or injury done to the premises by LESSEE, shall be paid for by LESSEE. The LESSEE shall, at the termination of this lease, surrender the premises to LESSOR in tenantable and good condition.

8. REPAIRS AND MAINTENANCE. The LESSEE shall maintain the leased premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The LESSEE shall maintain the grass and all landscaping on the premises described in this lease. The LESSEE shall ensure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the leased premises shall be kept free and clear of any contamination. At the termination of the Lease Agreement, the LESSEE will be required to certify to the LESSOR that during the LESSEE's possession, there has been no spillage of any hazardous waste materials (fuels, acids, etc.) and to execute an agreement holding the LESSOR harmless from any costs or liability in the event there is contamination; alternatively, the LESSEE may furnish the LESSOR with an Environmental Audit performed by an engineering firm experienced in this service showing no contamination. If the site is contaminated during the LESSEE's possession, the LESSEE shall bear all costs and responsibility for the required clean up, and shall hold LESSOR harmless therefrom.

The LESSEE shall be responsible for maintaining and repairing the interior of the buildings located on the leased premises, including pest and rodent control, interior ceilings, walls, floors, plumbing and electrical fixtures, pipes, exterior doors, windows and air-conditioning equipment, and will deliver up the premises at the expiration of this lease, or any renewal hereof, or at its earlier termination, in as good condition as the premises now are, reasonable wear and tear excepted. The LESSEE will maintain the exterior of the buildings located on the leased property, including the roof and exterior walls, in good and substantial repair; these agreements shall not apply to damage caused by fire or other casualty beyond the control of the LESSEE.

In addition, the LESSEE agrees to comply with all applicable provisions of the LESSOR's National Pollution Discharge Elimination System and Pollution Prevention Plans.

9. ADDITIONS AND ALTERATIONS. The LESSEE shall not make any alterations, additions or improvements to the premises without the prior written consent of the LESSOR. All contractors doing work on the leased premises must be licensed by Charlotte County and the State of Florida. A permit must be obtained from the Charlotte County Community Development Department prior to commencement of any building, electrical or plumbing work on the leased premises and a copy of these permits must be furnished to the Executive Manager prior to commencement of any work. A clearance also must be obtained from the Charlotte County Health Department if applicable.

The LESSOR may, at the termination of this lease, require the LESSEE to remove any alterations, additions or improvements made to the premises by the LESSEE, and restore the premises to its original conditions.

10. DAMAGE BY FIRE OR OTHER CASUALTY. If the leased property is damaged by fire or other casualty to the extent of fifty (50%) percent or more, the LESSOR shall have the option to rebuild and repair the lease property or to terminate this lease. If damaged to a lesser extent, the LESSOR will rebuild and repair. In event of damage by fire or other casualty, the rent payable under this lease shall abate, in proportion to the impairment of the use that can reasonably be made of the property for the purpose permitted by this lease, until the property is rebuilt and repaired (or until the lease is terminated in accordance with this paragraph). Provided, however, that if the damage is due to LESSEE'S willful act or negligence, the rental sums shall not abate.

11. INSURANCE. The LESSEE agrees to purchase general liability insurance in the amount of \$2,000,000 combined single limit to cover LESSEE's operations as described in the Use of Premises. Insurance coverage shall include LESSOR as additional named insured, providing 15 days Notice of Cancellation. LESSEE shall submit Certificate of Insurance to

LESSOR within 10 working days after the effective date of this lease, and thereafter 30 days prior to the anniversary of the lease date.

12. ASSIGNMENT OR SUB-LEASING. No assignment of this lease or sub-leasing of any part of the leased property, by the LESSEE or any assignee or sub-lessee shall be permitted.

13. LESSEE'S DUTY TO LESSOR.

a) LESSEE will hold LESSOR exempt and harmless, to the extent allowed by general law for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the leased property by LESSEE, or arising from the failure of LESSEE to keep the premises in good condition as herein provided.

b) LESSOR shall not be liable to LESSEE for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

c) LESSEE agrees to pay for all damages of said premises caused by LESSEE'S misuse or neglect thereof, its apparatus or appurtenances.

14. REMEDIES FOR FAILURE TO PAY RENT. If any rent required by this lease shall not be paid when due, the LESSOR shall have the option to:

a) Terminate this lease, resume possession of the property for his own account, and recover immediately from the LESSEE the differences between the rent specified in the lease and the fair rental value of the property for the term, reduced to present worth.

b) Resume possession and re-lease the property for the remainder of the term for the account of the LESSEE, and recover from the LESSEE, at the end of the term or at the time each payment of rent comes due under this lease as the LESSOR may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

In either event, the LESSOR shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

15. REMEDIES FOR BREACH OF AGREEMENT. If the LESSEE shall fail to perform, or shall breach, any agreement of this lease other than the agreement of the LESSEE to pay rent, for ten days after written notice specifying the performance required, shall have been given to the LESSEE, the LESSOR may institute action in a court of competent jurisdiction to terminate this lease or to compel performance of the agreement, and the prevailing party in that litigation shall be paid by the losing party all expense of such litigation including a reasonable attorney's fee.

16. WAIVER OF EXEMPTION. Any constitutional or statutory exemption of the LESSEE of any property usually kept on the leased premises, from distress or forced sale, is waived.

17. TERMINATION OF LEASE. This shall be terminated immediately if the LESSEE shall be dissolved or die, become insolvent or bankrupt, or make an assignment for the benefit of creditors.

18. ADDRESSES. All rent payable and notice given under this lease to the LESSOR shall be paid and given at 28000 A-1 Airport Road, Punta Gorda, FL 33982, or such other place as the LESSOR shall specify in writing. All notices given under this lease to the LESSEE shall be given at the leased premises. Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

19. NO WAIVER. The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease,

other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

20. LESSEE'S SUBORDINATION. LESSEE hereby subordinates and makes this lease inferior to all existing and future mortgages, trust indentures or other security interest of LESSOR or LESSOR'S successor in interest. LESSEE shall execute and deliver any documents required to evidence and perfect such subordination.

21. ACCESS BY LESSOR. The LESSOR may enter, inspect and make such repairs to the leased property as the LESSOR may reasonably desire, at all reasonable times.

22. OPERATION OF BUSINESS BY LESSEE. LESSEE shall keep all merchandise, boxes, furniture, etc., upon the leased premises and LESSEE will keep the exterior free from all merchandise, boxes, refuse and debris at all times. The LESSEE shall not allow storage or use of property, equipment, vehicles, etc. associated with the operation of the LESSEE's business as described in the "Use of Premises". There shall be no living quarters, nor shall anyone be permitted to live or cook within the premises.

23. ADDITIONAL CHARGES AS RENT. Any charges against LESSEE by LESSOR for services or for work done on the premises by order of LESSEE or otherwise accruing under this contract shall be considered as rent due.

24. LESSEE'S SIGNS. LESSEE shall not place, or cause to be placed, any sign or signs on said premises unless otherwise agreed to in writing by LESSOR. All signs are subject to the approval of LESSOR and such signs shall be in conformity with the local custom and shall be in good taste, and shall not conflict with the architecture of the building.

The windows of the leased premises shall not be cluttered with signs; however, this shall not prohibit customary and normal use of said windows.

25. OPTION TO RENEW. LESSOR grants to LESSEE the right of first refusal to renew this lease for two periods of Five (5) years each on the same conditions as specified in Article 3 using the CPI-U Index, except as modified by amendment attached to this lease. If LESSEE desires to exercise this option, LESSEE shall give LESSOR written notice of the intent to renew not later than ninety (90) days prior to the termination of the lease.

26. ADDITIONAL TERMS. The parties agree that these conditions, covenants and agreements contained in Exhibit "C" attached hereto and made a part thereof, shall be a part of this lease.

IN WITNESS WHEREOF, the parties have set their hands and seals this 18th day
of December, 2005.

WITNESSES:

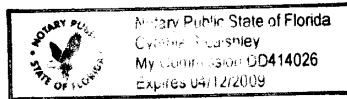
Jeannette Worth
JEANNETTE WORTH
Printed name of 1st witness
Ruth Sudcliff
Ruth Sudcliff
Printed name of 2nd witness

CHARLOTTE COUNTY AIRPORT
AUTHORITY

By: [Signature]
Chairman

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 18th day of Dec, 2005,
by Pam Seay, the Chairman of the CHARLOTTE COUNTY AIRPORT AUTHORITY,
a public body corporate, on behalf of the corporation, who is personally known to me or have produced
as identification and did/did not take an oath.



Cynthia R. Lashley
Notary Public

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By: Thomas G. Moore
Thomas G. Moore, Chairman

ATTEST:

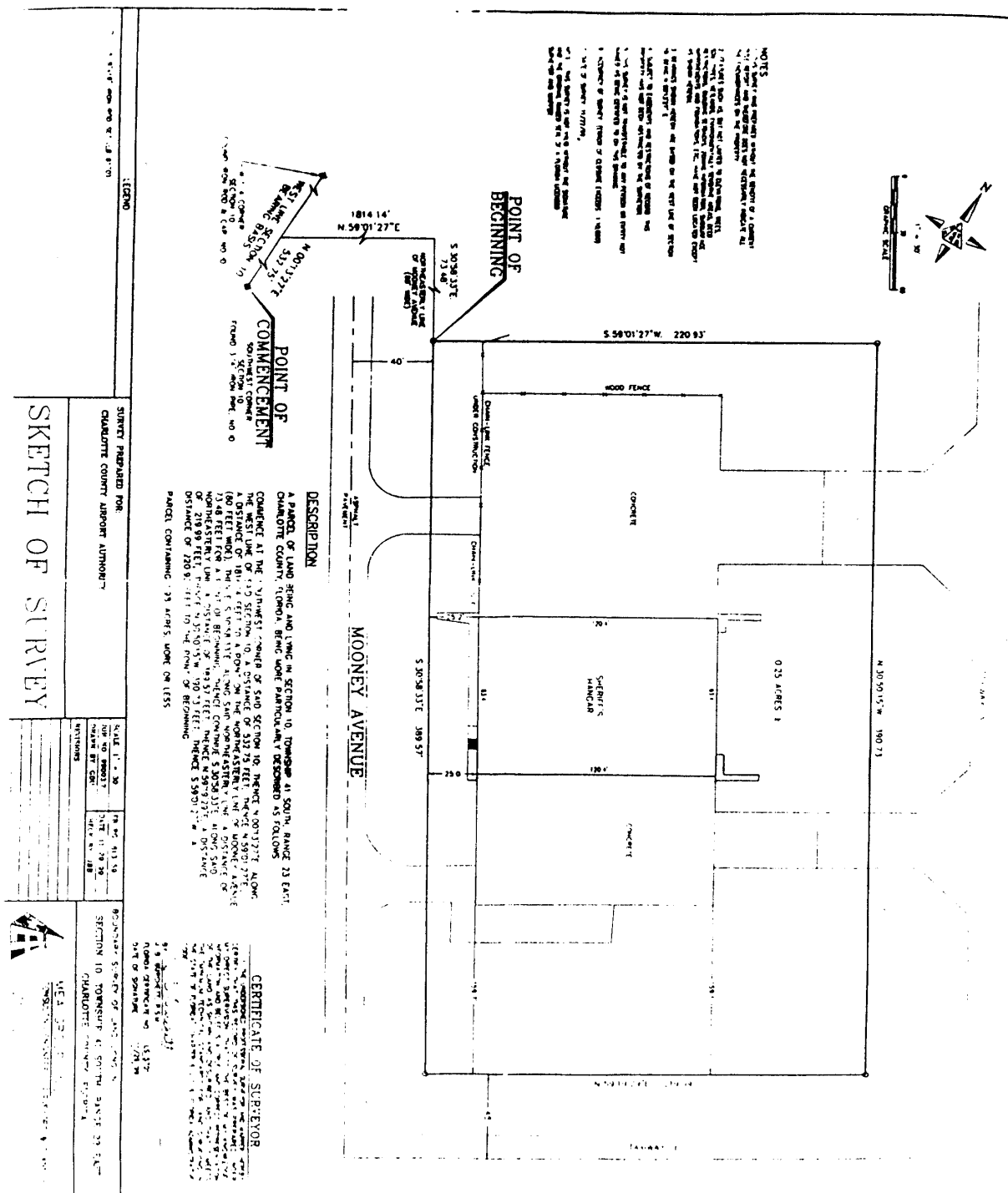
Barbara T. Scott, Clerk of the
Circuit Court and Ex-Officio Clerk
to the Board of County Commissioners

By: Deirdre Marley
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney

Exhibit "A"



Charlotte County Sheriff's and Mosquito Control Hanger



Charlotte County GIS Department Copyright (C) 2005

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EXHIBIT "B"**GENERAL PROVISIONS**

- A. **Warranty to Subtitle and Quiet Possession.** LESSEE covenants that LESSOR is seized of the demised premises in fee simple and has full right to make this Lease and that the LESSEE shall have quiet peaceful possession of the demised premises during the term thereof.
- B. **Waste or Nuisance Prohibited.** LESSEE shall not commit waste on the premises demised herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or shall use such premises for unlawful purposes. LESSEE shall conform to all applicable laws and ordinances including any rules and regulations now existing or hereinafter adopted by the LESSOR respecting the use or occupancy of the demised premises.
- C. **Abandonment of Premises.** LESSEE shall not vacate or abandon the premises at any time during the term hereof. If LESSEE shall abandon, vacate or surrender the demised premises, or be dispossessed by process of law, or otherwise, it shall be considered a default and any personal property belonging to the LESSEE and left on the premises shall be deemed to be abandoned.
- If the underlying lease is a ground lease, and a building or structure owned by the LESSEE is located thereon, at the conclusion of this lease term and any renewal, the LESSOR shall have the right to order LESSEE to remove or destroy any structure located on the premises. If the LESSEE refuses to do so, the LESSOR shall have the right to remove or destroy the structure, or take any other action to protect its interest as it sees fit.
- D. **Lessor's Right of Entry.** LESSEE shall permit LESSOR and agents and employees of LESSOR to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for additions, alterations or repairs, without any rebate or rent, and without any liability to LESSOR for any loss of occupation or quiet enjoyment of premises thereby occasioned. LESSEE shall also permit LESSOR and its agents and employees, at any time within the last 120 days prior to the expiration of this Lease, to place on the premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.
- E. **Subletting and Assignment.** LESSEE shall not assign this Lease or any interest therein and shall not sublet said premises or any part thereof or any right or privilege appurtenant thereto or suffer any other person to occupy or use the same premises or any portion thereof without the written consent of the LESSOR having first been obtained. A consent to one assignment,

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subletting, occupation or use by any other persons shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by any other person. Any such assignment or subletting without such consent shall be void and shall, at the option of the LESSOR, terminate this Lease. This Lease shall not in whole nor any interest therein be assignable as to the interest of the LESSEE by operation of law without the written consent of the LESSOR.

- F. Compliance with Laws. LESSEE shall at its sole cost and expense comply with all rules, regulations, laws and other requirements of all municipal, state and federal authority now now in force or which may hereinafter be in force, pertaining to said premises and shall faithfully observe in the use of the premises, all of the municipal and county ordinances and state and federal statutes now in force or which may hereinafter be enacted. LESSEE further agrees to pay all costs for environmental impact study and appraisal fees which must be made in connection with the leased premises.
- G. Utilities. LESSEE shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon.
- H. Insurance. LESSEE shall maintain in effect throughout the term of this Lease, Personal Injury Liability Insurance covering the premises and its appurtenances and streets affronting thereon in the amount of \$300,000.00 for injury to or death of any one person and \$1,000,000.00 for injury to or death of any number of persons in one occurrence, and Property Damage Liability Insurance in the amount of \$300,000.000. Such insurance shall specifically insure LESSEE against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both the LESSOR and the LESSEE, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the LESSOR and the LESSEE.

All of the policies of insurance referred to in this section shall be written in form satisfactory to the LESSOR and by insurance companies licensed in the State of Florida. LESSEE shall pay all of the premiums therefor and deliver such policy or certificate thereon, to LESSOR and in the event the LESSEE fails to affect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies or certificates thereof to LESSOR, LESSOR shall be entitled, but shall have no obligation to affect such instruments and pay the premiums therefor, which premiums shall be reimbursed by LESSEE to LESSOR within thirty (30) days thereafter. Failure to reimburse the same shall carry with it the same consequence as failure to pay any installment of rent. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that

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it will not unreasonably withhold its approval as to the form or to the insurance companies selected by the LESSEE.

- I. Use of Public Facilities. The LESSEE shall enjoy the general use of all public airport facilities and improvements of a public nature which are now or may hereinafter be connected with or appurtenant to said airport.
- J. Reservation of Right of Flight. LESSOR reserves unto itself, its successors and assigns, for the benefit of the public, a right of flight for passage of aircraft in the air space above the surface of the real property herein described, together with the right to cause in such air space such noise as may be inherent in the operation of the aircraft, now known or hereinafter used, for the navigation of or flight in the said air space and for use of the said air space for landing on, taking off from or operating on the airport. The LESSEE expressly agrees for itself, its successors or assigns, to restrict the heights of structures, objects of natural growth and other obstructions on the above-described real property so as to comply with Federal Aviation Regulation, Part 77.
- K. Reservation for Airport Purposes. The LESSEE expressly agrees for itself and its successors or assigns, to prevent any use of the above-described real property which would interfere with or adversely affect the maintenance of the airport or otherwise constitute an airport hazard.

LESSOR further reserves the right to terminate this Lease upon thirty (30) days written notice to LESSEE in the event that the use of the demised premises is required for airport purposes as that term is from time to time defined by the laws of and regulations of the United States of America, acting through the Federal Aviation Administration or any successor agency. In the event of termination, LESSOR agrees to pay LESSEE reasonable damages approximately resulting from such termination.
- L. FAA Approval. This Lease is made subject to the approval of the Federal Aviation Administration and the granting of immunity from liability for federal action to LESSOR. In the event of the failure of the FAA to grant such approval and immunity, this Lease shall be considered void and of no force and effect.
- M. Maintenance and Upkeep. LESSEE shall, at his sole cost, keep and maintain the said premises and appurtenances and every part thereof. By entry hereunder, LESSEE accepts and agrees on the last day of the term or extended term of this Lease to surrender unto the LESSOR all and singular said premises with said appurtenances in the same condition as when received, together with any improvements thereon, reasonable use and wear damages by Act of God or by the elements expected, and to remove all of the LESSEE'S signs from said premises.

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- N. Indemnification. LESSEE, as a material part of the consideration to be rendered to the LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises for any cause arising at any time and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person or to goods, wares and merchandise of any person arising from the use of the premises by the LESSEE, or from the failure of the LESSEE to keep the premises in good condition and repair as herein provided.
- O. Prohibition of Involuntary Assignment. Effective Bankruptcy or Insolvency.
- (1) Prohibition of Involuntary Assignment. Neither this Lease nor the leasehold estate of LESSEE nor any interest of the LESSEE hereunder in the demised premises or in the building or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law, in any manner whatsoever. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.
 - (2) Effective Bankruptcy. Without limiting the generalities of the provisions of the preceding subsection, LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto are commenced by or against LESSEE, and, if against LESSEE, such proceedings shall not be dismissed before either adjudication of bankruptcy or the confirmation of the composition, arrangement, or plan or reorganization, or in the event LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which LESSEE is a party, with authority to take possession or control of the demised premises or the business conducted thereon by LESSEE, such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding subsection (1) of this section shall be deemed to constitute a breach of this Lease by LESSEE and shall, at the election of the LESSOR, but not otherwise, without notice or entry or other action of the LESSOR, terminate this Lease and also all rights of LESSEE under this Lease and in and to the demised premises and also all rights of any and all persons claiming under the LESSEE.
- P. Default. In the event of breach of any term of this Lease by the LESSEE, LESSOR, in addition to the other rights or remedies that it may have, shall have the immediate right of re-entry and remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the LESSEE. Should LESSOR elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to this Lease, it may, from time to time without terminating this Lease, re-let the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent

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or rents and on such other terms and conditions as the LESSOR, in its sole discretion, may deem advisable with the right to make alterations or repairs to the demised premises on each such subletting.

- (1) LESSEE shall be immediately liable to pay to the LESSOR, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs, incurred by LESSOR, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or
- (2) At the option of the LESSOR, rents received by such LESSOR from such re-letting shall be applied first to the payment of any indebtedness, other than rent due hereunder from LESSEE to LESSOR; second to the payment of any expenses of such re-letting and of such alteration and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder.

If the LESSEE has been credited with any rent to be received by such re-letting under option (1) hereof, and such rent shall not be properly paid to LESSOR by the new tenant, where such rentals received from such re-letting under option (2) hereof during any year is less than that to be paid during that year by LESSEE hereunder, LESSEE shall pay any such deficiency to LESSOR. Such deficiency shall be calculated and paid yearly. No such re-entry or taking possession of the demised premises by LESSOR shall be construed as an election on the part of the LESSOR to terminate this Lease unless a written notice of such intention is given to LESSEE or unless the termination hereof is decreed by a court of competent jurisdiction.

Notwithstanding any such re-letting without termination, the LESSOR may at any time thereafter elect to terminate this Lease for such previous breach. Should LESSOR at any time terminate this Lease for any breach, in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages incurred by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall immediately be due and payable from LESSEE to LESSOR.

Q. Lessor's Right to Perform. In the event that the LESSEE by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of ten (10) days after written notice from LESSOR specifying the nature of the act or thing to be done or performed, then LESSOR may, but shall not be required to, do or perform or cause to be done or performed

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C.C. AIRPORT AUTHORITY

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such act or thing (entering on the demised premises for such purposes if LESSOR shall so elect) and LESSOR shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to LESSEE on account thereof, and LESSEE shall repay to the LESSOR on demand, the entire expense thereof including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this section shall not be or be construed as a waiver of any said default by LESSOR or as a waiver by any covenant, term or condition herein contained or the performance thereof or of any other right or remedy of LESSOR hereunder or otherwise. All amounts payable by the LESSEE to LESSOR under any of the provisions of this Lease, if not paid when the same becomes due as the initial Lease provided, shall carry an additional charge of 5% as a late penalty fee. In addition, there shall be an extra charge of \$30.00 on any check returned by the bank for insufficient funds or account not existing.

- R. Waiver. The waiver by the LESSOR of, or the failure of the LESSOR to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of the LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.
- S. Parties Bound. The covenant and conditions herein contained shall, subject to the provision as to assignment, transfer, and subletting, apply to and among heirs, successors, executors, administrators and assigns of all parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
- T. Time of the Essence. Time is the essence of this Lease and of each and every covenant, term, condition, and provision hereof.
- U. Attorney's Fees. If a party to this Lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party may recover as part of the judgement reasonable attorney's fees.
- V. Notice. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a post-paid envelope addressed, if to LESSEE, at address appearing at the end of this Agreement; if to LESSOR, at the LESSOR'S address as set forth at the end of this Agreement; or to either at such other addresses as the LESSEE or LESSOR, respectively, may have designate in writing. Notice shall be deemed to have been duly given if delivered personally, on delivery thereof, and if mailed, on the second day after the mailing thereof.

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- W. Transfer of Ownership of Corporation. If LESSEE is a corporation, any transfer, sale, assignment or pooling arrangement which would substantially change the present ownership of the corporation by its now existing stockholders, must first be approved by LESSOR or it shall be considered an assignment of this Lease by LESSEE, and a default or breach subjecting the Lease to immediate termination at option of LESSOR.
- X. Approval for Plans and Specifications. LESSEE shall not construct or suffer to be constructed any building or other structures on the leased premises, or to make any improvements thereon, without the written approval of the LESSOR. Plans for all improvements will be submitted to the LESSOR for its approval, at least fifteen (15) days prior to the commencement of construction. LESSOR agrees that its approval will not be unreasonably withheld.
- Y. Improvements. All buildings, improvements, and additions made to or placed upon the said premises by the LESSEE shall be the property of LESSOR. LESSEE will at all times have and keep such improvements in good condition and repair, except during any period following loss or damage by fire or other casualty. In case of such loss or other damage, the LESSEE will with reasonable dispatch and by suitable repair or reconstruction, restore all improvements to the condition in which it had been, or should have been, before the casualty. In the case of construction or reconstruction of any building or improvement being begun within a reasonable time, if there is a delay in completion resulting from strike, walkouts, or causes that could not have been reasonably foreseen, there shall be an allowance of additional time for such cause. The LESSEE may, however, at any time, for the purpose of reconstruction, remove from the leased premises any building for which reconstruction is intended.
- Z. Non-Exclusive Clause. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are not exclusive.
- AA. General Insurance Provisions. The LESSEE will, during the term hereof, and at all times have and keep the interest of the LESSOR in any improvements, including the building on the premises, insured against loss or damage by fire under policies of insurance carried by the insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be the full market value of such improvements with loss or damage arising under such policies made payable to the LESSOR and LESSEE jointly. All amounts received under such policies shall be available to the LESSEE for reconstruction or repair, as the case may be, of such improvements or buildings. In the case of the work of reconstruction or repair being started promptly and prosecuted with reasonable dispatch, and there being no default on the part of the LESSEE in the performance and observance of the covenants hereof, LESSOR, from the amounts received under such policies and as far as is necessary, will release or pay out the amount or amounts by it so received on the estimate of any responsible architect having the

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C.C. AIRPORT AUTHORITY

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supervision of such construction or repair and certifying that the amount of such estimate is being applied to the payment of the reasonable cost of construction. However, in the case of a plan of reconstruction being adopted which will require an expenditure of an amount in excess of the amount for which the LESSOR has an interest, LESSOR may withhold such payments until such time as it is made to appear to its satisfaction any amounts necessary to provide for such reconstruction or repair, according to the plan adopted, in excess of the amounts held by or interest that the LESSOR may have, has been provided for by LESSEE and its application for such purposes assured. Any amount remaining in the hands of the LESSOR or of

which the LESSOR may have an interest in, from such sources after the reconstruction or restoration of any building as herein required shall, if there is at that time no default on the part of the LESSEE in the performance of the covenants hereof, be paid to the LESSEE.

In case LESSEE does not begin the reconstruction or repair of any such building or improvements within a period of three (3) months after such destruction or injury by fire or does not thereafter prosecute the same with such dispatch as would be necessary in case of the entire reconstruction of any building or improvements, to affect completion of same within a period of one (1) year thereafter, subject however, to the delays resulting from unforeseen causes as hereinabove provided for, then the amount so received by or interest LESSOR may have or any balance remaining in its hands, shall be retained as security for the performance and observance by the LESSEE of the covenants hereof. In this event, no part hereof shall be paid to LESSEE or for reconstruction except with the consent of the LESSOR and after restoration of the building or buildings, it being the option of the LESSOR in the meantime to terminate this Lease on account of any such default and having transferred to the LESSOR such amounts as liquidated damages resulting to him from the failure of the LESSEE to promptly and within reasonable time complete such work of reconstruction or repair.

- BB. Waiver of Notice and Legal Proceedings. LESSEE hereby expressly waives any and all notices required by law to terminate this tenancy, and also waives any and all legal proceedings to recover possession of said premises and expressly agrees that in the event of breach or default of any of the terms of this Lease, LESSOR may immediately re-enter said premises and dispossess LESSEE without legal notice or the institution of any legal proceedings whatsoever.
- CC. Nondiscrimination Clauses. The LESSEE for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle

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C. C. AIRPORT AUTHORITY

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A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as further consideration hereof, does hereby covenant and agree as covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) 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 the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

- DD. Taxes and Levies. LESSEE agrees and covenants to pay and discharge all taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature and kind, which are or may be during said term levied, assessed, imposed and charged upon land or the premises hereby demised and leased or upon any building and improvement now thereon or rentals therefrom; and all of which may be levied, assessed, imposed or charged upon the leasehold estate hereby created and upon the reversionary estate in said premises during said term hereby granted. If at any time, during the term of this Lease, the present method of taxation or assessment shall be changed so that the whole or any part of the taxes, assessments, levies or charges now levied, assessed and imposed on the said real estate and improvements thereon, shall be transferred to the rentals received from said real estate, the LESSEE agrees and covenants to pay such taxes and assessments, whether levied on in whole or in part, it being the intentions of all parties hereto

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that the LESSOR shall receive the rents reserved herein without deduction of taxes, assessments, levied or charges, in respect to the real estate improved thereon.

EE. Compliance with Rules and Regulations. LESSOR is hereby granted an exclusive right to make such reasonable rules and regulations as it deems reasonable and necessary to secure and maintain the peace, order, protection, safety, health, comfort, quiet, welfare, convenience and best interest of the airport, its tenants, and the public in general. Such rules and regulations may be made from time to time and shall become effective within five (5) days upon written notice of the same to the LESSEE.

FF. Compliance with Affirmative Action Program. LESSEE agrees that it will undertake an Affirmative Action Program as required by 14CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered under 14CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14CFR Part 152, Subpart E, to the same effect.

Exhibit "C"
Additional Agreements

1. The Lessee agrees to comply with the Charlotte County Airport ground vehicle driver-training program. The lessee further agrees to ensure that the lessee's employees, agents and representatives comply with the driver-training program.

AMENDMENT #1 TO LEASE

CHARLOTTE COUNTY ~~SHERIFF DEPARTMENT~~

BOARD OF COUNTY COMMISSIONERS J.P.

This Agreement, executed in duplicate at Charlotte County, Florida, this 1st day of December 2015 by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, hereinafter referred to as LESSOR, and CHARLOTTE COUNTY ~~SHERIFF DEPARTMENT~~ hereinafter referred to as LESSEE.

BOARD OF COUNTY COMMISSIONERS J.P.

WITNESSETH:

WHEREAS, the parties hereto did, on the 1st day of December 2005, enter into a certain Lease Agreement 2005-054, which is made a part hereof and be referenced incorporated herein, and,

WHEREAS, LESSEE wishes to renew the first of the two (2) five (5) year options as referenced in Article 25 of the Lease; and

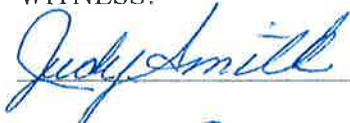
WHEREAS, Article 25 provides for a CPIU rent increase for the next five (5) year option period;

NOW, THEREFORE, it is agreed by and between the parties herein that the lease be amended to read as follows:

ARTICLE 2. TERM. The term of this lease shall be for a period of five (5) Years commencing on December 1, 2015 and terminating on November 30, 2020.

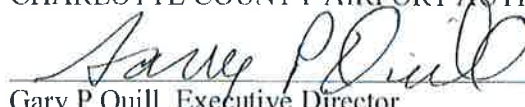
ARTICLE 3. RENT. LESSEE shall pay to the LESSOR at its principal place of business, for and during the next five (5) year term of this lease, the total sum of Four Hundred Seven Thousand Thirty One Dollars and Thirty Cents (\$407,031.30) payable in annual installments of Eighty One Thousand Four Hundred Six Dollars and Twenty-Six Cents (\$81,406.26). The first payment of Eighty One Thousand Four Hundred Six Dollars and Twenty-Six Cents (\$81,406.26) shall be on the 1st day of December 2015 and like date each and every year thereafter for and during the term of this lease.

WITNESS:



Judy Smith
Printed Name of Witness

CHARLOTTE COUNTY AIRPORT AUTHORITY


Gary P Quill, Executive Director

WITNESS:



STEPHEN KIRA
Printed Name of Witness

CHARLOTTE COUNTY ~~SHERIFF DEPT.~~

BOARD OF COUNTY COMMISSIONERS J.P.

J. Paul Payette, Senior Division Manager



July 1, 2020

Mr. Raymond Laroche, Facilities Manager
Charlotte County Airport Authority
28000 A-1 Airport Road
Punta Gorda, FL 33982

RE: Hangar Lease (Building #107) – Notice of Intent to Renew

Dear Mr. Laroche,

The current term of the *Commercial Building Lease Agreement* between the Charlotte County Airport Authority and Charlotte County for Building #107 (Sheriff's Hangar) is scheduled to expire on November 30, 2020. The purpose of this correspondence is to provide the Charlotte County Airport Authority with the required ninety (90) day's written notice of Charlotte County's desire to renew this agreement for the second and final renewal term afforded under Article 25 of the agreement.

This final renewal term will have a commencement date of December 1, 2020 and an expiration date of November 30, 2025. The lease rate for this final renewal term will need to be determined by the calculation referenced in Article 3 at such time as the August 2020 CPIU index value becomes readily available. After which time this index value becomes readily available and at your earliest convenience, please provide a copy of the lease renewal document for review by Charlotte County's Real Estate Services Division and by the Charlotte County Attorney's Office.

Please feel free to reach me directly via telephone at (941)-764-5585 or via email at Robert.Hancock@charlottecountyfl.gov.

Sincerely,

Robert Hancock
Senior Real Estate Specialist

28000 A-1 Airport Road
Punta Gorda, Florida 33982
www.flypgd.com



(941) 639-1101
(941) 639-4792 Fax
airport@flypgd.com

09/22/2020

Real Estate Services
Charlotte County
18501 Murdock Circle, Suite B-208
Port Charlotte, FL 33948

Re: Rent Escalation – Hangar Lease (Building #107)

Dear Mr. Hancock:

In accordance with the terms of your lease, please be advised that the rent for the above referenced property will escalate on December 1, 2020 to \$88,923.71.

This was calculated as follows:

Base Rental	\$81,406.26
Divided by CPI-U of 9/1/2015	712.777
Multiplied by CPI-U of 8/1/2020	778.599
12/01/2020 Rent	\$88,923.71

This amount will be shown on your December 1, 2020 statement.

Very truly yours,

CHARLOTTE COUNTY AIRPORT AUTHORITY

Lisa N. Pedigo
Properties Manager

Mid-Atlantic Information Office

[Bureau of Labor Statistics](#) > [Geographic Information](#) > [Mid-Atlantic](#) > [Table](#)

Consumer Price Index Historical Tables for U.S. City Average (1967=100)

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)
(not seasonally adjusted)

ALL ITEMS (1967=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2010	649.098	649.259	651.925	653.059	653.564	652.926	653.066	653.966	654.346	655.162	655.438	656.563
2011	659.692	662.943	669.409	673.717	676.887	676.162	676.762	678.628	679.658	678.258	677.684	676.014
2012	678.988	681.977	687.157	689.232	688.423	687.415	686.294	690.113	693.192	692.923	689.639	687.782
2013	689.818	695.467	697.284	696.561	697.798	699.473	699.751	700.593	701.406	699.601	698.171	698.110
2014	700.710	703.300	707.830	710.162	712.642	713.970	713.691	712.498	713.035	711.243	707.402	703.393
2015	700.083	703.122	707.306	708.746	712.357	714.855	714.902	713.890	712.777	712.458	710.952	708.524
2016	709.695	710.278	713.339	716.719	719.619	721.982	720.816	721.476	723.210	724.113	722.986	723.224
2017	727.439	729.727	730.320	732.486	733.110	733.775	733.269	735.466	739.359	738.893	738.912	738.477
2018	742.499	745.866	747.554	750.524	753.647	754.848	754.898	755.317	756.194	757.532	754.992	752.584
2019	754.017	757.204	761.477	765.507	767.138	767.291	768.571	768.533	769.136	770.895	770.482	769.781
2020	772.768	774.886	773.199	768.029	768.044	772.245	776.152	778.599	779.684			
Percent change from 12 months ago												
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4			

CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)
(not seasonally adjusted)

ALL ITEMS (1967=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2010	633.176	633.105	636.025	637.316	637.809	636.962	637.138	638.052	638.353	639.296	639.673	641.200
2011	644.591	647.969	655.385	660.503	664.113	662.826	663.314	665.221	666.299	664.376	663.692	661.766
2012	664.891	668.171	674.090	676.199	674.973	673.291	671.899	676.329	679.690	679.066	674.958	672.854
2013	674.734	681.158	683.084	681.969	683.309	685.104	685.350	686.169	686.700	684.311	682.517	682.639
2014	685.220	687.695	692.725	695.356	697.657	699.107	698.580	697.105	697.521	694.717	689.720	684.828
2015	680.018	683.374	688.243	689.626	693.763	696.431	696.436	695.127	693.025	692.167	690.227	687.456
2016	688.259	687.995	691.681	695.341	698.314	700.855	699.312	699.708	701.467	702.172	700.634	701.154
2017	705.517	707.371	707.906	710.215	710.744	711.352	710.766	713.243	717.684	716.594	716.871	716.454
2018	720.604	723.788	725.202	728.609	732.074	733.343	733.221	733.760	734.441	735.850	732.561	729.142
2019	730.176	733.407	738.024	742.683	744.288	743.920	745.376	745.009	745.422	747.336	746.592	746.021
2020	748.729	750.436	748.770	743.230	743.247	747.813	752.527	755.387	756.600			
Percent change from 12 months ago												
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7
2011	1.8	2.3	3.0	3.6	4.1	4.1	4.1	4.3	4.4	3.9	3.8	3.2
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5			

AMENDMENT #2 TO LEASE

RS
2020

CHARLOTTE COUNTY SHERIFF DEPARTMENT

This Agreement, executed in duplicate at Charlotte County, Florida, this 1st day of December 2015 by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, hereinafter referred to as LESSOR, and CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the parties hereto did, on the 1st day of December 2005, enter into a certain Lease Agreement 2005-054, which is made a part hereof and be referenced incorporated herein, and,

WHEREAS, LESSEE wishes to renew the second of the two (2) five (5) year options as referenced in Article 25 of the Lease; and

WHEREAS, Article 25 provides for a CPIU rent increase for the next five (5) year option period;

NOW, THEREFORE, it is agreed by and between the parties herein that the lease be amended to read as follows:

ARTICLE 2. TERM. The term of this lease shall be for a period of five (5) Years commencing on December 1, 2020 and terminating on November 30, 2025.

ARTICLE 3. RENT. LESSEE shall pay to the LESSOR at its principal place of business, for and during the next five (5) year term of this lease, the total sum of Four Hundred Forty-Four Thousand Six Hundred Eighteen Dollars and Fifty-Five Cents (\$444,618.55) payable in annual installments of Eighty Eight Thousand Nine Hundred Twenty Three Dollars and Seventy-One Cents (\$88,923.71). The first payment of Eighty Eight Thousand Nine Hundred Twenty Three Dollars and Seventy-One Cents (\$88,923.71) shall be on the 1st day of December 2020 and like date each and every year thereafter for and during the term of this lease.

WITNESS:

Lisa N. Pedigo

Lisa N. Pedigo
Printed Name of Witness

CHARLOTTE COUNTY AIRPORT AUTHORITY

James W. Parish
James W. Parish, Chief Executive Officer

WITNESS:

Stacey Townbridge

Stacey Townbridge
Printed Name of Witness

CC BOARD OF COUNTY COMMISSIONERS

Robert Smith
Robert Smith, Real Estate Services Manager