

CITY OF OCALA, FLORIDA

SECOND AMENDMENT
TO
GROUND LEASE AT AIRPORT

THIS AGREEMENT is made and entered into this _____ day of _____ 2025 by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 SE Watula Avenue, Ocala, Florida 34471 (hereinafter referred to as "LANDLORD"), and the MARION COUNTY SHERIFF, a Florida Constitutional Officer, whose address is Post Office Box 19887, Ocala, Florida 34487 (hereinafter referred to as "TENANT"), and the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter referred to as "CO-TENANT").

WITNESSETH:

WHEREAS, the City of Ocala, Florida owns and operates the Ocala International Airport which is located at or about 1770 S.W. 60th Avenue in Ocala, Florida; and

WHEREAS, the Marion County Sheriff, in the course and scope of his service as the chief law enforcement officer for Marion County, Florida, operates certain aircraft which require appropriate housing and maintenance at an appropriate facility; and

WHEREAS, on or about February 1, 2011, the City of Ocala, Florida and the Marion County Sheriff entered into that certain *Ground Lease at Airport* which outlined the terms and conditions of a commercial lease agreement for certain premises at the Ocala International Airport; and

WHEREAS, on or about March 19, 2019, the City of Ocala, Florida and the Marion County Sheriff entered into that certain *Amendment No. 1 to Marion County Sheriff Hangar Lease* which modified the terms and conditions of the original *Ground Lease at Airport*; and

WHEREAS, the City of Ocala, Florida and the Marion County Sheriff now desire to further amend the terms and conditions of the original *Ground Lease at Airport* so as to provide the Sheriff with adequate space necessary to expand upon his aircraft housing and maintenance facilities at the Ocala International Airport; and

WHEREAS, Florida law vests the Board of County Commissioners of Marion County, Florida with the authority to lease property and construct buildings for the Marion County Sheriff's use, rendering the Board of County Commissioners a necessary party to the *Ground Lease at Airport*; and

WHEREAS, notwithstanding the fact that the Board of County Commissioners of Marion County, Florida was not a party to the original *Ground Lease at Airport* or the *Amendment No. 1 to Marion County Sheriff Hangar Lease*, the parties now desire that the Board of County Commissioners of Marion County, Florida be

a party to this *Second Amendment to Ground Lease at Airport* and that the original *Ground Lease at Airport* and the subsequent amendment thereto be modified so as to include the Board of County Commissioners of Marion County, Florida as a party to the agreements and a co-tenant of the leased premises; and

WHEREAS, the City of Ocala, Florida and the Marion County Sheriff have discussed the proposed changes to the original *Ground Lease at Airport* and have agreed upon the most appropriate terms and conditions so as to effectuate their changed circumstances and now desire for those to be memorialized in a second amendment to the original *Ground Lease at Airport*; and

WHEREAS, the City of Ocala, Florida and the Marion County Sheriff have found and determined that entry into this *Second Amendment to Ground Lease at Airport* protects the health, safety and welfare of the citizens of the City of Ocala, Florida and Marion County, Florida; and

WHEREAS, the City of Ocala, Florida and the Marion County Sheriff have further found and determined that entry into this *Second Amendment to Ground Lease at Airport* is in the best interest of the City of Ocala, Florida and Marion County, Florida and their citizens.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and in exchange for the good and valuable consideration provided for herein, the receipt and sufficiency of which are hereby specifically acknowledged, the City of Ocala, Florida, the Marion County Sheriff, and the Board of County Commissioners of Marion County hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by LANDLORD, TENANT, and CO-TENANT and are specifically incorporated herein as part of this *Second Amendment to Ground Lease at Airport*.

Section 2. Purpose and Authority for Agreement.

- A. This *Second Amendment to Ground Lease at Airport* (hereinafter referred to as “Second Amendment”) is entered into for the purpose of outlining the terms and conditions of the relationship between LANDLORD and TENANT and CO-TENANT with respect to the lease of real property at the Ocala International Airport as further outlined in that certain *Ground Lease at Airport*, dated February 1, 2011 (hereinafter referred to as “Original Lease Agreement”) and as amended by the *Amendment No. 1 to Marion County Sheriff Hangar Lease* dated March 19, 2019.
- B. This Second Amendment is entered into pursuant to the authority provided by Chapters 30, 163 and 166, *Florida Statutes*, as well as other relevant provisions of Florida and federal law.

Section 3. Incorporation of Original Lease Agreement.

- A. The Original Lease Agreement is hereby incorporated by reference as if set forth herein in its entirety.

- B. Said Original Lease Agreement remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.

Section 4. Amendment of Original Lease Agreement.

A. Addition of Co-Tenant as Party.

- i. Where the Original Lease Agreement was only between LANDLORD and TENANT, this Second Amendment shall add the Board of County Commissioners of Marion County, Florida as a party to the Agreement and a co-tenant of the leased premises.
- ii. Any references to TENANT in the Original Lease Agreement or other amendments thereto shall henceforth be considered to refer to both TENANT and CO-TENANT.

B. Amendment of Lease Premises.

Those portions of the *Original Lease Agreement* which refer to the leased premises are hereby amended as follows:

- i. Those certain lease premises identified in the Original Lease Agreement are hereby amended in their entirety to include those certain leased premises more particularly identified and described in the Exhibit A which is attached hereto and incorporated herein by reference.
- ii. Those certain leased premises identified in the Exhibit A attached hereto shall now and henceforth be considered the leased premises for the purpose of the lease agreement between LANDLORD and TENANT.

C. Amendment of Lease Term.

Article 2 of the Original Lease Agreement is hereby amended by replacement in its entirety with the following:

2. Term.

- 2.1. The term of this lease is forty (40) years, commencing on April 1, 2025 and ending on March 31, 2065.
- 2.2. In the event that Tenant is not in default under the Original Lease Agreement, as the same may be amended from time to time, Tenant has the right to renew the term of this Lease for two (2) additional terms of five (5) years each.
- 2.3. Notwithstanding the foregoing, and in accordance with regulations promulgated and enforced by the United States of America, Federal Aviation Administration, under no circumstance shall this lease agreement extend

beyond fifty (50) years from the effective date hereof and, accordingly, nothing contained herein shall be construed to establish a lease agreement with a term that exceeds fifty (50) years.

- 2.4 Each renewal shall automatically occur unless either Landlord or Tenant gives the other written notice of non-renewal at least 180 days prior to the expiration of the initial term of this Lease (as to the first renewal) or any then-current renewal term (as to any subsequent renewal).
- 2.5 All terms and conditions that govern the initial term shall govern any renewal term, except as expressly set forth herein.

D. Addition of Construction Requirements.

Article 7 of the Original Lease Agreement is hereby amended by the addition of the following:

- 7.5. Construction of Improvements following Execution of Second Amendment.
 - 7.5.1. LANDLORD, TENANT and CO-TENANT understand, acknowledge and agree that it is the intention of TENANT and CO-TENANT to undertake the construction of additional improvements to the Premises following execution of the Second Amendment.
 - 7.5.2. TENANT and CO-TENANT shall complete any such improvements, such that TENANT has been issued a Certificate of Occupancy for said improvements, no later than two (2) years following the effective date of the Second Amendment.
 - 7.5.3. In the event that TENANT and CO-TENANT do not complete the improvements, such that TENANT has been issued a Certificate of Occupancy for said improvements, within said two (2) year time period, then the term of this lease agreement shall revert to the original lease term which ends on January 1, 2043.
 - 7.5.4. The Parties understand, acknowledge and agree that CO-TENANT will fund the construction of the capital improvements contemplated under this Second Amendment, and upon the completion of construction, CO-TENANT will own and maintain said capital improvements. In the event that LANDLORD, (1) within five (5) years of the date of execution of this Second Amendment; and (2) upon LANDLORD's own determination, as opposed to based upon conditions or requirements imposed upon LANDLORD by the United States of America, Federal Aviation Administration, neither of which is contemplated at the time of this Second Amendment; terminates the Lease Agreement, then, prior to TENANT vacating the Leased Premises, LANDLORD shall compensate CO-

TENANT for the then-current fair market value of the aforementioned capital improvements made to the Leased Premises by CO-TENANT.

E. Amendment of Assignment and Subleasing Restrictions.

Article 12, Section 12.1 of the Original Lease Agreement is hereby amended by replacement in its entirety with the following:

- 12.1.1. TENANT may sell the improvements in a private sale provided that the TENANT obtains LANDLORD's prior written consent.
- 12.1.2. In the event that TENANT sells the improvements in a private sale, then TENANT may assign this Lease to the purchaser in that transaction, provided that the TENANT obtains the LANDLORD's prior written consent.
- 12.1.3. LANDLORD and TENANT understand, acknowledge and agree that at the time of their entry into the Original Lease Agreement and the Second Amendment, the terms and conditions of these lease agreements specifically reflected the fact that TENANT is a tax-exempt, Florida governmental entity.
- 12.1.4. Based upon the nature of the terms and conditions of the Original Lease Agreement and the Second Amendment specifically for TENANT, in the event that Tenant sells the improvements in a private sale to a non-governmental entity or a non-tax exempt entity and assigns this lease to the purchaser in that transaction following LANDLORD's prior written consent, then a subsequent amendment shall be immediately required so as to adjust the lease terms to reflect the status of the new tenant.

F. Amendment to and/or Addition of Revised and Updated Exhibit B.

- A. LANDLORD, TENANT and CO-TENANT understand, acknowledge and agree that the provisions of Section 3.1.3 of the Original Lease Agreement called for an automatic annual increase of two percent (2%) in the total monthly base rent and that an "Exhibit B" was attached to said Original Lease Agreement which outlined the rent amounts for future years based upon said automatic annual increases.
- B. LANDLORD, TENANT and CO-TENANT further agree that the "Exhibit B" attached to this Amendment and specifically incorporated herein by reference shall constitute a revised and/or updated version of said original "Exhibit B" and shall accurately outline the rent amounts due to LANDLORD for the duration of this lease agreement.

Section 5. Notices to Landlord and Tenant.

- A. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested.
- B. Notices can be concurrently delivered by e-mail.
- C. All notices shall be addressed to the respective parties as follows:

If to LANDLORD:

City of Ocala, Florida
Attention: Airport Director
1770 S.W. 60th Avenue, Suite 600
Ocala, Florida 34474
airport@ocalafl.gov

With copies to:

Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Telephone 352-629-8343
Electronic Mail notices@ocalafl.gov

and

City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471
Telephone 352-401-3972
Electronic Mail cityattorney@ocalafl.gov

If to TENANT:

Marion County Sheriff
Post Office Box 1987
Ocala, Florida 34478-1987
Telephone: 352-732-8181

With a copy to:

General Counsel
Marion County Sheriff's Office
Post Office Box 19887
Ocala, Florida 34487-1987
Telephone: 352-369-6758
Electronic Mail: legal@marionso.com

If to CO-TENANT:

Marion County Administration
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330

With a copy to:

County Attorney
Post Office Box 19887
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330

Section 6. Execution in Counterparts.

This Second Amendment may be executed in counterparts, each of which shall be considered to be an original and all of which shall constitute the same instrument.

Section 7. Execution in by Electronic Signature.

- A. LANDLORD and TENANT, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment.
- B. A duplicate or copy of this Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

Section 8. Legal Authority to Execute Second Amendment.

Each person signing this Second Amendment on behalf of either party individually warrants that they have full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

Section 9. Effective Date of Second Amendment.

This effective date of this Second Amendment shall be the date of execution by LANDLORD and TENANT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have signed and set their seals and executed this Second Amendment to Ground Lease at Airport on the date first written above.

LANDLORD

CITY OF OCALA, FLORIDA,
a Florida municipal corporation,

By: KRISTEN M. DREYER, as City Council President

WITNESS 1 (signature)

WITNESS 2 (signature)

WITNESS 1 (printed name and address)

WITNESS 2 (printed name and address)

ATTEST:

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: WILLIAM E. SEXTON, as
City Attorney

IN WITNESS WHEREOF, the parties have further signed and set their seals and executed this Second Amendment to Ground Lease at Airport on the date first written above.

TENANT

MARION COUNTY SHERIFF,
a Florida Constitutional Officer,

By: BILLY WOODS, as Marion County Sheriff

WITNESS 1 (signature)

WITNESS 2 (signature)

WITNESS 1 (printed name and address)

WITNESS 2 (printed name and address)

APPROVED AS TO FORM AND LEGALITY:

By: MARISSA DUQUETTE, as
General Counsel, Marion County Sheriff's Office

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have further signed and set their seals and executed this Second Amendment to Ground Lease at Airport on the date first written above.

CO-TENANT

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida,

By: KATHY BRYANT, Chairperson

WITNESS 1 (signature)

WITNESS 2 (signature)

WITNESS 1 (printed name and address)

WITNESS 2 (printed name and address)

ATTEST:

By: GREGORY C. HARRELL, as
Clerk of the Court and Comptroller and Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

By: MATTHEW GUY MINTER, as
County Attorney