

Plan # 3  
Industrial  
Park

**RESOLUTION NO. 96-066**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA,  
APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE OF  
PROPERTY AT THE AIRPORT INDUSTRIAL PARK LOCATED UPON  
THE LAKE CITY MUNICIPAL AIRPORT TO HOMES OF MERIT, INC.;  
PROVIDING CERTAIN AUTHORIZATIONS; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, To induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County ("County") and create employment for its citizens, the City of Lake City ("City") has established an industrial park subdivision located upon the Lake City Municipal Airport (the "Airport; and

↪ **WHEREAS**, Homes of Merit, Inc. ("Merit") desires to lease from City a portion of the Airport Industrial Park in order to expand its mobile home manufacturing facilities in the County; and

**WHEREAS**, City and County have entered into an Interlocal Agreement (the "Interlocal Agreement") wherein the City and County will jointly participate in the construction of improvements upon the Airport Industrial Park for the use and benefit of Merit pursuant to and in accordance with the terms and conditions of Lease Agreement, copy of which is attached hereto as Exhibit "A" (the "Merit Lease"); and

**WHEREAS**, the City finds and has determined that it is in the public interest to enter into the Merit Lease for the purpose of creating additional jobs within the City and County.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, as follows:**

**Section 1.** The Merit Lease is hereby approved and the Mayor and City Auditor and Clerk are authorized to execute the Merit Lease for and on behalf of the City.

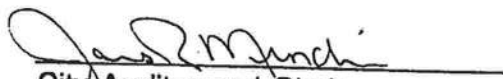
**Section 3.** All resolutions of parts of resolutions in conflict hereof are hereby repealed.

**Section 4.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 18<sup>th</sup> day of November, 1996.

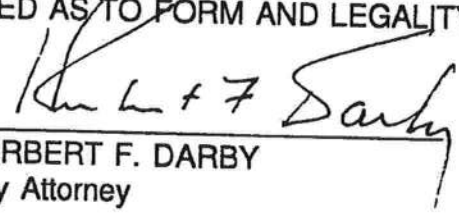
  
Mayor-Councilman

ATTEST:

  
City Auditor and Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

  
HERBERT F. DARBY  
City Attorney

be rebuilt and ready for occupancy within ten (10) months from the time of the loss or destruction. The ten-month (10) month period of reconstruction shall be extended by delays, caused without the Merit's fault or neglect by act of God, strikes, lockouts, or other conditions beyond Merit's control. Merit shall deliver to City the original or duplicate original of all such policies, along with the receipted bills evidencing the payment of the premiums for them.

20. **MERIT'S RIGHT TO ALTER BUILDINGS.** Merit shall have the right, at its expense, with the written consent of City, which consent shall not be unreasonably withheld, to make additions and alterations to the buildings on the Leased Premises, provided, however, no alterations or additions shall be made which will impair the structural soundness of said buildings, or violate any applicable regulation of the Federal Aviation Agency.

21. **MERIT'S RIGHT TO CONDUCT BUSINESS.** Merit shall have the right to conduct any lawful business on the Leased Premises at any time during the lease period, but Merit binds itself to conduct the same in a manner consistent with the laws of Florida and of the United States.

22. **MERIT'S RIGHT TO REMOVE PERSONAL PROPERTY.** It is mutually covenanted and agreed that machinery, fixtures and all personal property brought upon said Leased Premises by Merit may be removed by Merit at the termination of this lease, even though the same may be attached to said Leased Premises so as to be regarded in law as part of said Leased Premises; provided Merit shall not then be

in default in the performance of the covenants hereof; that no such property shall be removed, if such removal would permanently injure or dismantle a building; and provided further, that if the removal of any such property shall be effected before the expiration of said term, all damage caused to said Leased Premises by such removal shall be repaired by Merit on or before the expiration of said term.

23. **MERIT'S RIGHT TO SUBLET LEASED PREMISES.** Merit, with the written consent of City, which consent shall not be unreasonably withheld, shall have the right at any time to sublet the Leased Premises, or any part thereof, or assign this lease, but no such subletting or assignment shall relieve Merit of any of its obligations hereunder, and any assignee of this lease, shall expressly assume, and by reason of such assignment shall be considered as having assumed and become bound by all of Merit's obligations hereunder. Any assignee shall take the lease and the assignment subject to all prior breaches of Merit's covenants herein and shall be liable therefor in the same manner as Merit or prior assignee was responsible therefor.

24. **MERIT'S RIGHT TO REPAIR OR RESTORE BUILDINGS.** In the event any of the buildings upon the Leased Premises shall become damaged or destroyed at any time during the term of this lease, it shall be the duty and responsibility of Merit at its sole expenses (as provided in Paragraph 19 hereof City has agreed that Merit may use all insurance proceeds for this purpose), to replace or restore such damaged building or buildings to the condition the same were in prior to being damaged and to do so within a reasonable time. Specifically, neither the rent nor the Leasehold