

ORIGINAL

KNOX COUNTY REGIONAL AIRPORT
LAND LEASE AGREEMENT

Hangar Number	Square Footage	First Year Lease Amount
57	6400/11550	\$2125

THIS LAND LEASE AGREEMENT ("Lease") is made and entered into as of September 13, 2022, by and between the County of Knox, a political subdivision of the State of Maine ("County"), and Waters Aero-Marine, Inc., a Maine Corporation, dba Penobscot Island Air ("Lessee"), whose mailing address is 211 Westbrook St, South Thomaston, ME, 04858, individually, a "Party," and together, the "Parties."

RECITALS

(A) County is the owner of certain real property at Knox County Regional Airport (the "Airport"), in Knox County, Maine, described on Exhibit A. Exhibit A is on file and available for review in the Knox County Regional Airport Manager's ("Airport Manager") office.

(B) Lessee desires to Lease a portion of the Airport property from the County for the purposes of constructing and maintaining a hangar or hangars or maintaining an existing hangar or hangars (the "Hangar") utilizing said Hangar(s) for storage of aircraft. The specific leased area includes a 80' x 80', 6400 square foot hangar footprint depicted on Exhibit B attached hereto and hereby incorporated (the "Premises"). If a lessee and any sub-lessee is a corporation, limited liability Company, or other entity, the Lease shall be individually or personally guaranteed.

NOW, THEREFORE, for, and in consideration of the mutual covenants and agreements herein contained, the Parties mutually agree as follows:

1. Lease of Premises. County hereby Leases to Lessee, and Lessee Leases from County, the Premises depicted as #57 in Exhibit B.
2. Terms of Lease and Commencement Date.
 - (a) Initial Term. Unless sooner terminated, the initial term of this Lease shall be for a period of twenty (20) years (the "Initial Term") commencing on September 13, 2022 (the "Commencement Date").
 - (b) At the end of the Initial Term of this Lease, the Parties may extend this Lease for up to four consecutive (4) extension terms of ten (10) years each (the "Extension Term") upon these same terms and conditions, if mutually agreed upon by both Parties, it being understood that neither Party is under any binding obligation other than to enter into good faith negotiations with the other respecting such possible Extension Terms, provided, however, that the County may increase the Annual Rent (later defined herein) payable by Lessee for any Extension Term after a review and update of the Lease Rate and Lease

Amount. Prior to the termination of the Initial Term, the County shall complete a survey of comparable properties to facilitate the Lease Extension Term negotiations.

- (c) Ownership; Disposition of Improvements Upon Termination. Any improvements placed upon the Premises by Lessee shall remain the property of Lessee throughout the Initial Term and any Extension Terms of this Lease. Lessee at its expense shall remove all such improvements that can reasonably be removed from the Premises on or before ninety (90) days following expiration of the Initial Term or Extension Term or earlier termination of this Lease for any reason, leaving the Premises in good and clean condition, provided, however, that if Lessee fails to remove such improvements (improvements that can reasonably be removed) within this ninety (90) day period, all such improvements shall become the sole property of the County. County, after due consideration, may extend this ninety (90) day period based on extenuating circumstances presented to County by Lessee. Improvements that cannot be reasonably removed become the property of the County.
3. Annual Rent, Lease Rates, Lease Amounts.
- (a) Lessee agrees to pay once annually to the County for the use of the Premises, rights and easements herein the Lease Amount and Annual Rent as set out in paragraph 3(b) following and will be assessed no other fees by the County (except as required by this Agreement.
- (b) Hangar Footprint Land Lease. The land Lease rate shall be \$8,015.00/acre/year (the "Lease Rate"). For the first year of this Lease, the Lease Amount is \$2125 (the "Lease Amount") and it is due and payable to the County at the time of Lessee's execution of this Lease. Thereafter, the Lease Amount shall be adjusted annually based on the Consumer Price Index (CPI) for the Northeast Region for the previous twelve (12) months, and this adjusted Lease Amount shall be due and payable as the Annual Rent (the "Annual Rent") no later than 30 days from the date on which the County invoices the Lessee. Monies received more than 10 days late shall be assessed a late fee of 1 ½% per month. In addition, if the Annual Rent is not paid in full within thirty (30) days from when the County sent the invoice to the Lessee the County will deny access until the Annual Rent and all other outstanding fees are paid.
- (c) Condition of Premises: No representations as to the condition or repair of the Premises have been made by County, its agents or employees to Lessee prior to or at the execution of this Lease that are not herein expressed or endorsed herein. Lessee has examined the Premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair.

The County, by the terms of this Lease or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of said Premises or appurtenances thereto, except to keep the Premises in a decent, safe, and sanitary condition. The Lessee has the obligation to maintain Premises in the same

condition in which the Premises were presented, and will not allow Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

- (d) Snow Removal: Lessee shall be responsible (in cooperation with the Airport) for the removal of snow from the Hangar to the taxiways and access road in front of the Lessee's Hangar. The County will maintain the public use areas (i.e., taxiways and access roads) in accordance with the Airport Certification Manual (ACM).
 - (e) Signs. Lessee shall not erect or maintain, or allow to be erected or maintained, any billboards, or other advertising upon the outside of any Hangar(s) on the Premises without the County's prior written consent, and in strict compliance with all applicable ordinances and regulations pertaining to signs, except that signs advertising a Hangar or Hangars for sale or rent, Hangar numbers, directional signs and signs in support of Flying Club activities are permitted, providing they are all erected or maintained in accordance with applicable ordinances and regulations pertaining to signs.
 - (f) Utilities. The Lessee is responsible for the payment of all its own utility expenses (including but not limited to electricity, water, telephone, internet, and heating fuel).
 - (g) Other Fees: Nothing herein shall limit the County's right to impose, and the Lessee's obligation to pay, any and all other fees which the County may establish from time-to-time for Airport services and privileges.
4. Construction and Improvements/Special Provisions.
- (a) Special Provisions.
 - (1) If any new Hangar construction or changes to existing Hangars require submittals to permitting agencies in order to obtain a building or use permit, Lessee shall submit a request to the Airport Manager for approval prior to commencement of any construction of new Hangars or alteration of existing Hangars, together with detailed plans and specifications for the proposed improvements (the "Plans"). The Lessee shall be responsible for the correctness of the Plans and their conformance with any Federal, State, or local law, code, or regulation. Said Hangar construction or alterations work (the "Work") shall not commence without approval of the Airport Manager. The Lessee shall construct, alter, and maintain the Hangar(s) in a proper manner and in accordance with the approved Plans.
 - (2) Whenever the County determines that Hangar materials or building components need repair or replacement, or that Lessee has caused damage to the Premises, or that inspections indicate the Work is below specifications or inadequate, Lessee shall remove, restore, and replace materials to their original (or better) appearance and quality, and/or Work, as directed by the County and replace materials until all required specifications have been met (at no cost to the County). Should a problem arise whereby proper repairs are not made in a timely manner, the County reserves the right to have such repairs made and to assess the Lessee. Failure to pay the County for any such assessment shall be an event of default under paragraph 12(c) of this Lease.

- (3) Lessee shall ensure that roadways, paved areas, taxiways, and areas where Work is performed, adjacent areas, and areas affected by the Hangar construction shall be maintained in good condition during the construction. These areas shall be protected, clean, not damaged, and left in the same condition the area was in prior to the commencement of construction. If such an area is damaged, not clean, or requires engineering to correct a problem because of Lessee's Work, Lessee shall immediately employ services necessary to restore that area to its original condition as soon as reasonably possible at no cost to the County.
 - (4) Lessee shall dispose and remove all waste material, including trash and debris, as determined by the County, to a legal disposal site at no cost to the County.
 - (5) Lessee shall be responsible for the delivery and storage of materials, equipment, tools and accessories. Lessee shall use all necessary measures to protect the Work area and materials before, during and after construction of the Hangar.
 - (6) Lessee expressly warrants and agrees that it will cooperate with others and will do nothing to delay, hinder, or interfere with the work of others, the County, or utilities.
 - (7) Any such Work will be coordinated with neighboring Hangar owners so as not to hinder or interfere with the use of other hangars.
 - (8) The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.
 - (9) All such Work performed by the Lessee or its agent shall conform to all appropriate safety regulations and practices and all requirements of federal, State and local laws, statutes, ordinances, codes, rules and regulations.
- (b) Scheduling Requirements. Lessee shall meet with the Airport Manager or agent prior to the commencement of any exterior Work to review scheduling for the Work/project.
- (c) Compliance. Lessee shall perform all Work according to the Lease and in compliance with all applicable federal, state, and local codes, regulations, and statutes. Lessee shall notify all proper regulatory agencies and obtain all necessary permits, licenses, consents, and any and all other applicable entitlements that may be required to construct, repair, and operate the Hangar as contemplated by this Lease.
- (g) Onsite Utilities. Lessee shall locate and verify all utilities prior to the commencement of construction or repair.
- (h) Hangar Safety. No soils, chemicals, solvents or flammable liquids beyond the scope of "normal" aircraft use shall be stored in the Hangar(s). Additionally, a minimum of one (1) ten 10 lb. ABC fire extinguisher or equivalent shall be in place in each Hangar and shall be routinely inspected, maintained/recharged in accordance with existing codes for such devices. Provision of such fire extinguisher shall be at no expense to the County. Fueling of aircraft is prohibited within any Hangar.
5. Use of Premises
- (a) Personal Use of Lessee. Lessee shall use the Premises for aeronautical purposes, and in particular, for:

- (1) storage of one or more aircraft owned by Lessee,
 - (2) maintenance/restoration and/or repair of aircraft owned by the Lessee by his or her employees. No owner or part owner of aircraft shall be restricted from doing maintenance work on their own aircraft. Any non-owner mechanic paid to work on aircraft must be permitted by the County by Lease, concessionaire agreement, or other County approval/licensing/permitting process. The mechanic may be an employee of a Fixed Base Operator, Aircraft Service Facility, Multiple Service Facility, or an individual authorized to provide Specialized Aviation Service Operations as authorized by the County. Under no circumstance will non-owner maintenance be permitted that does not comply with the Airport's applicable Rates and Minimum Standards, and
 - (3) construction of aircraft by Lessee for Lessee's personal use, and for no other purpose without the prior written consent of the County. Storage of non-aviation items must be approved by the County Commissioners via the Airport Manager utilizing Appendix A (Request for Non-Aviation Storage). Normally, approved non-aviation items shall consist of personal items stored concurrently with an airplane, or seasonal storage only. Lessee shall not prevent or hinder movement of aircraft, vehicles, or pedestrians along taxiways or other areas of common use.
- (b) Storage of Other Aircraft. Requests for storage of aircraft not owned by the Lessee will be forwarded for approval to the County Commissioners through the Airport Manager utilizing Appendix B (Request for Subletting). Such storage must not constitute a for-profit or business enterprise unless authorized by separate agreement and performed in accordance with the Airport's published Rates and Minimum Standards. Subletting is further explained in paragraph 18.
- (c) Operation of Business Restricted. Operations from a Hangar for private business will require a permit from the County by separate Lease, concessionaire agreement, or other County approval/licensing/permitting process. Under no circumstance will a business operation be permitted that does not comply with the Airport's applicable Rates and Minimum Standards. Nothing herein shall authorize the Lessee to act as a Fixed Base Operator on the Premises leased herein.
- (d) Non-approved use. Any non-approved use of the Premises shall constitute an event of default by Lessee.
- (e) No Electronic Hazards. Lessee shall not hereafter make use of the Premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. The County reserves the right to enter upon the Premises hereby and abate any such hazard at the expense of Lessee.
- (f) Airport Maintenance. The County reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of

Lessee in this regard.

(g) Airport Development. The County reserves the right to further develop and improve the Airport as County sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the Airport requires the removal and/or relocation of the Lessee's Hangar(s), the County and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

(1) The County will provide the Lessee with written notice at least 180 days prior to said removal and/or relocation, and

(2) The County shall, at the County's sole discretion, relocate the Lessee's Hangar(s) to a new location on the Airport.

6. Maintenance and Repair Obligations. Lessee agrees to maintain its Hangar in a good state of repair at all times in accordance with the terms of this Lease.

(a) Repair by the County Upon Default of Lessee. If Lessee fails to maintain the improvements on the Premises in good order, condition, and repair, the County shall give Lessee notice to perform such acts as are reasonably required to so maintain the Premises. If Lessee fails to make such maintenance and repairs within ninety (90) days of receipt of said notice, or fails to commence within ninety (90) days and diligently pursue the maintenance and/or repair to completion, the County shall have the right (but not the obligation) to cause such maintenance or repair to be done at Lessee's expense. Lessee shall immediately upon demand from the County pay the entire cost thereof, including ten percent (10%) for overhead, which shall be deemed to be additional rent under this Lease. Failure to pay this amount shall be a breach of this Lease and subject the Lessee to eviction by the County. The County shall have no liability to Lessee for any damage, inconvenience, or interference with the use of the Premises by Lessee as a result of the County's performance of such maintenance or repair. The County shall assume liability for any damage caused by the County to an abutting hangar resulting from repair or maintenance under this section.

(b) County, after due consideration, may extend the above ninety (90) day periods based on extenuating circumstances presented to County by Lessee.

7. Damage or Destruction. In the event of damage or destruction to the Hangars, Lessee shall repair or rebuild the Hangar(s) within a reasonable time, but in no event longer than twelve (12) months following the event causing the damage or destruction. If Lessee does not rebuild the Hangar within that time, the County shall have the right to make repairs or rebuild the subject Hangar(s), and this Lease shall automatically terminate and be of no further force and effect.

8. Rules and Regulations. The Lessee shall comply with all rules and regulations of Knox County Regional Airport; local, State, and Federal laws, statutes, ordinances, codes, rules, and regulations; the County's Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasures Plan. A listing including updates of said Plans will be made available to

Lessee by County including: Title, Effective Dates, location of originals and/or copies for study in order to effect compliance. Said listing shall be made available to Lessee and kept current by County and will be maintained in the Airport Manager's office.

9. Right to Entry and Inspection. The County retains the right to perform inspections, required for ensuring public safety, security, inventory of aircraft, and code/regulation compliance. All efforts will be made to notify hangar owners or agents so that they may be present. Following a period of non-response in excess of thirty 30 days, the Airport Manager shall coordinate with the County Commissioners and law enforcement agencies for hangar entry. In no case shall a Hangar be entered with less than two authorized persons.

10. Indemnity and Insurance.

(a) Lessee shall indemnify, defend (upon request of the County), and hold harmless the County and the County's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of counsel retained by the County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with Lessee's construction, use or occupancy of the Premises, or Lessee's use of the Airport or ownership or use of aircraft or Hangar operations, or occurring on the Premises during the term of this Lease or any time of occupancy of the Premises by Lessee, including without limitation any Claim based upon nuisance or inverse condemnation, unless such Claim arises out of the sole negligence or willful misconduct of the County or its agents or employees.

(b) General Liability Insurance. Lessee agrees to obtain and maintain during the term of this Lease a policy of General Liability Insurance that provides coverage against liability for personal injury or damage to property arising out of the Lessee's construction, ownership, maintenance, or use of aircraft, and for claims arising out of Lessee's Hangar operations at the Airport, with limits as follows:

Type of Insurance	Minimum Amount of Coverage
General Liability to include premises and operations	\$1,000,000.00 per incident

The policy or policies shall be endorsed to name the County of Knox and its officers, officials and employees as additional insureds, but the policy shall specifically provide that no coverage is afforded to the County for Maine tort claims in excess of applicable liability limits under the Maine Tort Claims Act, as amended from time to time.

The County shall from time to time, reevaluate the minimum coverage and may re-negotiate the amount or types of insurance coverage to be provided by Lessee; however, these adjustments shall not exceed insurance required by similar facilities within the general geographic region of the Airport.

Lessee's insurance coverage shall be primary insurance as respects this Lease.

(c) Certificates of Insurance. A certificate for general liability insurance coverage must be on file with the County within thirty (30) days of the commencement date, and during the Term of this Lease and any extensions thereof, Lessee shall file any replacement certificates for such coverage with the County. During the period between execution of the Lease and the effective date of insurance, Lessee shall indemnify the Lessor for, and hold the Lessor harmless from, any loss or liability.

11. National Emergency. The County reserves the right during time of war or national emergency to lease any part or all of the airport landing area to the United States Government for military or civil use. If any such lease is executed the provisions of this Lease shall be suspended insofar as they are inconsistent with the provisions of the lease to the United States Government. Lessee shall, however, be entitled to all compensation which is available by reason of the lease of the Leased Premises to the United States Government.

12. Default.

(a) Events of Default. The occurrence of any of the following, together with any provisions herein, shall constitute a material default and breach of this Lease by Lessee and subject the Lessee to the Forcible Entry and Detainer process, including eviction, pursuant to the Maine Revised Statutes Annotated.

(1) Failure by Lessee to pay the Annual Rent or any other monetary sums required to be paid under this Lease, where such failure continues for thirty (30) days after written notice by the County to Lessee.

(2) Failure by Lessee to observe and perform any of Lessee's obligations for Hangar repair or replacement under this Lease, where such failure continues for one hundred twenty (120) days after written notice thereof by County to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the one hundred twenty (120) days period, then Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. The written notice provided under Paragraph 6(a) above shall serve as the written notice provided by this paragraph.

(3) Abandonment or vacating of the Premises by Lessee. Abandonment shall mean a voluntary, affirmative act indicating a clear intent to repudiate this Lease. Non-use, of itself, is insufficient to show abandonment where other acts manifest an intent contrary to abandonment.

(4) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of

Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in the Lease, where such seizure is not discharged within thirty (30) days.

- (b) Notice of Default to Lender; Lender's Right to Cure Defaults. If the Leasehold estate of Lessee is encumbered by a Leasehold mortgage, and Lessee or Lessee's lender has notified the County in writing of the name and address of the mortgagee, the County shall give the holder of such mortgage written notice of any default of Lessee hereunder, simultaneously with the giving of such notice to Lessee, and the holder of any such mortgage shall have the right, within the period Lessee has to cure the default and for an additional period of thirty (30) days thereafter in the case of defaults other than nonpayment of rent and five (5) days thereafter in the case of nonpayment of rent, to cure the default or defaults in the manner set forth above.
- (c) The County's Rights in Event of Default. In the event of Lessee's default that remains uncured after any applicable notice or grace period, the County shall have the following rights, in addition to all rights it may otherwise have by law:
- (1) The right to terminate this Lease and Lessee's rights hereunder, to reenter the Premises, evict Lessee and take possession thereof, and remove all persons and property there from and Lessee shall have no further claim thereon or hereunder according to State statute; or
 - (2) The right, without declaring this Lease ended, to reenter the Premises and occupy the whole or any part thereof for the account of Lessee, and to collect Annual Rent that is due and any other Annual Rent that may thereafter become payable. If the County reenters the Premises under the provisions of this subparagraph, the County shall not be deemed to have terminated this Lease or the liability of Lessee to pay Annual Rent accruing thereafter; or
 - (3) The right, even though the County may have reentered the Premises, to thereafter terminate this Lease and all of the rights of the Lessee in and to the Premises.

13. Partnership Disclaimer. Lessee, by virtue of this Lease, has no authority to bind or incur any obligation on behalf of the County. It is understood by both Lessee and the County that nothing in this Lease is intended or shall be construed as creating or establishing the relationship or copartners between the Parties hereto, or as constituting Lessee as an agent or representative of the County for any purpose whatsoever.

14. Taxes. The Town of Owls Head is the taxing authority for hangars located on the airport. As a condition of this Lease, Lessee hereby agrees to pay real and personal property taxes assessed by the Town of Owls Head on its Hangar(s) and property therein. Lessee is responsible for payment of excise taxes on any aircraft to the County as required by State law.

15. Administrator for the County. The Airport Manager is authorized to administer this Lease on behalf of the County. All covenants and obligations to be performed by Lessee under this Lease shall be performed to the satisfaction of the Airport Manager. The Lessee, if aggrieved by a decision of the Airport Manager under this paragraph, can appeal to the County Commission through the County Administrator within 30 days of such decision.

16. Notices. Any notice relating in any way to this Lease shall be in writing and shall be sent in person, by nationally recognized overnight delivery service, or by registered or certified mail, return receipt requested, addressed as follows:

To County:

Airport Manager
Knox County Regional Airport
23 Terminal Lane
Owls Head, ME 04854

To Lessee:

Waters Aero-Marine
211 Westbrook Street
South Thomaston, ME 04858
(207) 596-7500

Notice delivered in person shall be deemed delivered when so made. Notice by nationally recognized overnight delivery service shall be deemed made upon actual delivery. Notice by U.S. Mail shall be deemed delivered three (3) days after mailing. Either Party may, by such manner of notice, substitute persons or addresses for notice other than those listed above by written notice to the other Party.

17. Venue. If either Lessee or the County initiates an action to enforce or construe the terms hereof or to declare the rights of the Parties hereunder (including actions on any bonds or surety agreement) the Parties agree that the venue thereof shall be in Knox County, Maine.

18. Agreements with United States; Change in Use of Airport. This Lease shall be subordinate to the provisions of any existing or future agreement (a "Federal Agreement") between the County and the United States relative to the use, operation, or maintenance of the Airport, the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Lessee hereby agrees that, to the extent that any such Federal Agreement shall affect Lessee and its use of the Premises and the Airport, Lessee shall act in compliance therewith. If the Airport ceases to exist or function as such, this Lease shall terminate as of the date of closure of the Airport or cessation of Airport activities. In that event, Lessee shall have the right to remove any hangars or improvements constructed on the Premises by Lessee. If Lessee fails to be in compliance with any such Federal Agreement, then Lessee shall be in default pursuant to paragraph 12 and subject to the rights of the County pursuant to paragraph 12(c)(1).

19. Assignment of Lease or Sublease.

- (a) Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein without prior written consent of the County.
- (b) Lessee may sublease the Premises and will remain responsible for all terms and conditions of the Lease herein for its own part and that of the Subleases.
- (c) Lessee shall, in the case of any subleasing, provide to the Airport Manager the following information:
 1. Name, address, e-mail address, fax number, and telephone number of Sublessee.
 2. Copy of sublease.
 3. Proof of Sublessee's insurance pursuant to paragraph 10.
- (d) Binding on Successors. The terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the permitted heirs, executors, administrators, successors, and assigns of the Parties hereto.

20. General Provisions.

- (a) Lease Execution. Each individual executing this Agreement on behalf of Lessee represents that he or she is fully authorized to execute and deliver this Lease. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to the County a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this Lease.
- (b) Construed Pursuant to Maine Law. The Parties hereto agree that the provisions of this Lease shall be construed pursuant to the laws of the State of Maine.
- (c) Incorporation of Agreements and Amendments. This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the Party to be charged. This Lease may be modified only in writing signed by both Parties.
- (d) Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- (e) Time of Essence. Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.
- (f) No Waiver. No waiver of any representation, warranty, covenant, term, or condition of this Lease shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term, or condition of this Lease. Further a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of Annual Rent or any other monetary amount hereunder by the County shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the

particular Annual Rent or other monetary amount so accepted, regardless of the County's knowledge of such preceding breach at the time of acceptance of such rent.

- (g) Joint and Several Liability. If more than one Lessee is named herein, the obligations of each Lessee shall be joint and several.
- (h) Survival. All representations and warranties of Lessee shall survive termination of this Lease.
- (i) County and Lessees herewith agree to abide by any court order regarding the termination provisions of this Lease, during the period of any litigation regarding same.
- (j) No provision of this Lease will shall relieve either Party to the Lease from the responsibility of initiating action to prevent the occurrence of any extreme conditions, which could potentially lead to loss of life or severe property damage.

21. Contingency: This Lease is contingent on Lessee receiving federal, state and local permits and authorizations for hangar(s) construction.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

COUNTY OF KNOX

WITNESS

_____, Chair
Knox County Board Commissioners

STATE OF MAINE
KNOX, ss:

Date: _____

Then personally appeared the above named _____, as Chair of the Knox County Board of Commissioners, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the County of Knox.

Before me,

[Notary Seal]

Print Name of Notary Public
Notary Public

LESSEE, OWNER OF HANGAR # 57

[Handwritten Signature]

KENNETH CARLE, CFO
(SIGNATURE)

Kenneth F. Carle III
(PRINTED NAME)

[Handwritten Signature]
~~JEREMY SHAW~~ Caithlyn Page
(WITNESS SIGNATURE)

Caithlyn Page
(WITNESS PRINTED NAME)

STATE OF Maine
Pennscot ss:

Date: 9/7/2022

Then personally appeared the above named Kenneth Carle, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

[Notary Seal]

[Handwritten Signature]

Print Name of Notary Public

Notary Public

Becky L Ham
Notary Public, State of Maine
My Commission Expires December 30, 2022

REQUEST FOR NON-AVIATION STORAGE

Hangar Number	Square Footage
57	

In accordance with the Land Lease Agreement, I request approval for the following non-aviation item(s) to be stored in my hangar:

Item	Time Period
1.	
2.	
3.	
4.	

Items to be stored concurrently with aircraft?

Yes

No

I will notify the Airport Manager of any changes to the above information.

Signed: _____
Lessee Date

Recommend
 Approval Disapproval _____
Airport Manager Date

Approved Disapproved _____
County Commissioner Date

REQUEST FOR SUBLETTING

Hangar Number	Square Footage
57	

I request approval to sublet my hangar to:

Name: _____ Phone: _____
 Address: _____

Aircraft to be stored:

Make: _____
 Model: _____
 Reg. #: _____

Period of Sublease: From _____ To _____

I acknowledge the subletting of this hangar does not relieve me of any of the requirements of this Lease. I will notify the Airport Manager of any changes to the above information.

Signed: _____
Lessee Date

I acknowledge that I am subletting Hangar # _____, Building # _____ from _____

Print Name of Lessee

I further acknowledge that I have a copy of the entire Lease, have read all rules and regulations pertaining to this Lease, and agree to abide to all covenants of the Lease and such rules and regulations.

Signed: _____
Sublessor Date

Recommend

Approval Disapproval

Date

Approved Disapproved
 County Commissioner
