

**VINITA MUNICIPAL AIRPORT
HANGAR LAND LEASE AGREEMENT**

This Agreement made and entered into on this ____ day of _____, 20__, by and between the CITY OF VINITA, Oklahoma, a municipal corporation, hereinafter called the "First Party, _____ hereinafter "Second Party".

WHEREAS, First Party is the owner of and in possession of what is known as Vinita Municipal Airport situated in Sections 27 and 34, Township 25 North, Range 20 East, in Craig County, Oklahoma, and

WHEREAS, Second Party is desirous to lease a certain portion of said real estate hereinafter more particularly described, for the purpose of placing a permanent type of improvement to be used by said Second Party for a hangar for aircraft purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the First Party does hereby lease, let, and rent to the Second Party the following described tract of land, hereinafter referred to as the "Lease Premises," which shall specifically exclude any fixtures, equipment, improvements or other property installed, erected, or placed upon the Leased Premises by Second Party:

Space __, in Block __, as shown on the Plot Plan as Amended of the Vinita Municipal Airport situated in Sections 27 and 34, Township 25 North, Range 20 East, Craig County, Oklahoma, together with the right of ingress and egress thereto, on the following terms and conditions, to-wit:

1. The term of this Lease is for a **minimum of thirty years** commencing on the ____ day of _____, 20__, and expiring on the ____ day of _____, 20__. Second Party may not allow or act in a manner to allow any lien to attach to the Lease Premises, and shall pay all costs associated with the removal of any lien, including a reasonable attorney fee if such fee be incurred by First Party. To this end, no person or entity shall have any right to place a lien on the leased premises by reason of work done or materials supplied for Second Party on the leased premises. However, the provisions of this paragraph should not be interpreted as prohibiting Second Party from granting a security interest or lien upon any hangar or structure built by Second Party on the Lease Premises; but that in such event the lien or security interest granted by Second Party will only attach to the structures built by Second Party on the Lease Premises and not to the Lease Premises, itself.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of construction of the airport hangar building located on the above described real property, **Lessee will pay as rental for the above described lands to the City of Vinita during the term hereof, the sum of 10 Cents per square foot per year for the land leased (1470 Square Feet - \$200.00), footage to be calculated as hangar width multiplied by assigned space depth (minimum lease amount of \$200.00 annually)**, payable annually in advance, the first of said payments being due on the first day of January thereafter during the primary term hereof. It is understood and agreed by and between the parties that time is of the essence with respect to this Lease and Lessee does hereby bind Lessee to pay promptly said rental payments for the full term hereof. It is further understood and agreed that there shall be a mandatory site lease rate cost review every fifth year, for the duration of the Lease, for possible rate adjustment, up or down, based on inflation factors and airport improvements and same shall be comparable to rates charged at similar airports in the area.

3. That in further consideration for this Lease the Second Party shall cause to be erected on the above described lease land a certain hangar for aircraft purposes within 180 working days from the date thereof, according to the rules and regulations prescribed by the City of Vinita, and said rules and regulations are attached to this contract, marked Exhibit "A" and made a part hereof.

4. It is further mutually agreed that upon the expiration of this Lease or any extension thereof, or any time same is rendered to the First Party by the Second Party, that the Second Party can have the right to remove all fixtures, equipment, improvements or other property installed, erected, or placed upon the Leased Premises by Second Party, and upon removal of same the Second Party agrees to restore the real estate to its original condition. Second Party may also sell the fixtures, equipment, improvements and other property to the First Party at the then current fair market value pursuant to the terms set forth below, but only if First Party agrees to buy all or any part of the fixtures, equipment, improvements or other property.

5. It is further agreed by and between the parties hereto that the Second Party shall not sell, assign, transfer, or sublease the premises above set forth without the express written permission of the First Party. First Party will respond in writing within 45 days of receipt of written request to sell, assign transfer or sublease the premises.

6. It is further agreed that the Second Party shall keep the Lease Premises clear of weeds and all accumulations of other debris and noxious growth of vegetation, and of all vermin, and said Second Party shall be liable for all damages that may result from the violation of this section of the contract.

7. It is further agreed between the parties hereto that this Agreement is subject to all existing and future applicable local, State and Federal acts, ordinances, laws, statutes, rules and regulations, including the rules and regulations of the Federal Aviation Authority, the City of Vinita, relative to the operation and maintenance of the Vinita Municipal Airport, and the provisions of this Agreement shall be subordinate to any existing or future agreements between the First Party and the United States, the executions of which have been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Vinita Municipal Airport.

8. It is further agreed between the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

9. It is further agreed that the First Party reserves the right to further develop or improve the airport as it sees fit, regardless of the desires and views of the Second Party and without interference or hindrance by Second Party.

10. It is further agreed that should Second Party violate the terms and provisions of this Lease Agreement, this Lease shall terminate and the First Party shall have the right to either demand second party remove the fixtures, equipment, improvements or other property installed, erected, or placed upon the Leased Premises by Second Party, or purchase all existing fixtures, equipment, improvements or other property placed on said above described Lease Premises at a value to be agreed upon between the First Party and the Second Party, but if no value can be agreed upon then the First Party shall appoint an appraiser and the Second Party shall appoint an appraiser and the two appraisers appoint a third appraiser and their appraisal shall be the fixed value of the fixtures, equipment, improvements and other property on the Lease Premises above set forth. In the event said Lease is terminated prior to the expiration date of said Lease then the Second Party shall be reimbursed for that portion of the unused rental.

Notwithstanding any other provision herein, First Party does not have any obligation to buy the fixtures, equipment, improvements or other property from Second Party, even if an appraisal or appraisals have been done.

11. It is further agreed that the First Party reserves the right, but shall not be obligated to the Second Party, to maintain and keep in repair the landing area of the Vinita Airport, and all publicly owned facilities thereon, together with the right to direct and control all activities of the Second Party in this regard.

12. It is further agreed that the First Party reserves the right to take any action it considers necessary to protect the aerial approaches of the Vinita Airport against all obstructions, together with the right to prevent the Second Party from erecting, or permitting to be erected, any building or other structure on the Vinita Municipal Airport property which in the opinion of the First Party or the City of Vinita would limit the usefulness of the airport, or constitute a hazard to other aircraft, or to conflict with the master plan of the Vinita Municipal Airport.

13. It is further agreed that during time of war or national emergency the First Party shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the United States Government, same shall be suspended.

14. It is further agreed that this Lease shall be subordinate to the provisions of any existing or future agreements between the first party and the United States Government, relative to the operation and maintenance of the Airport.

15. It is further agreed that the Second Party agrees to abide and conform to all future rules and regulations as may be prescribed by the City of Vinita.

16. It is further agreed that the First Party shall have the right to enter said hangar upon reasonable notification to the Second Party. Second Party shall have the opportunity to accompany First Party during the inspection of said hangar, but must notify the First Party of their desire to be present at said inspection within three (3) days of receiving notification of the intended inspection by the First Party. If the Second Party refuses to allow lawful access, the First Party may obtain injunctive relief to compel access or terminate the rental agreement. Further, First Party shall have the right to enter said hangar without notice to Second Party in case of emergency.

17. Second Party further agrees that in their operation and use of the Vinita Municipal Airport, they will not, on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation regulations.

18. **It is further agreed that the Second Party agrees to utilize said hangar for aviation use and that this Agreement is subject to termination by the First Party if Second Party fails to maintain said hangar for aviation use. No portion of said hangar shall be used for storage of non-aviation related items, including but not limited to watercraft, recreational vehicles, and personal property storage. This provision shall not apply to property which is not aviation equipment but is incidental to the utilization of said hangar for aviation purposes. No hangar building or any part thereof shall be used as a permanent residence.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Vinita, Craig County, Oklahoma, the day and year first above written.

CITY OF VINITA, OKLAHOMA

(seal)

By: _____
Chuck Hoskin, Mayor
"First Party"

ATTEST:

Brian Prince, City Clerk

By: _____
"Second Party"

STATE OF OKLAHOMA)

COUNTY OF _____)

Subscribed and sworn to before me by _____ this _____ day
of _____, 20____.

Notary Public

Commission No. _____

My Commission Expires: _____

EXHIBIT "A"

Rules and Regulations and Building Requirements

The following represents a minimum requirement list of building specifications to be met by any future building prospects. This minimum required list is subject to any additions or deletions later determined by, and meet final approval of the City of Vinita.

1. All hangar construction shall meet or exceed the current building codes and permitting requirements adopted by the City of Vinita.
2. Land Lease based on hangar width multiplied by space depth. **Footage to be calculated as hangar width multiplied by assigned space depth (minimum lease amount of \$200.00 annually.)**
3. All hangars shall be box or square shaped. No "T" shaped hangars shall be allowed.
4. All hangars shall have a metal outer skin of 26 gauge or heavier with a baked-on enamel outer surface in "desert sand" color.
5. All new hangars must have a minimum width of 50 feet and shall have a maximum width of 100 feet.
6. All materials must be new or unused.
7. All concrete floors.