



Ground Lease Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20____, between the Rooks County Airport Commission, Rooks County, Kansas, hereinafter referred to as "RCAC" and _____, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, RCAC now owns and operates the Rooks County Regional Airport, hereinafter Airport; and

WHEREAS, Lessee has asked RCAC to lease unto him a certain tract of land at said airport upon which Lessee has or may construct a building or hangar or will use an existing hangar for storing, repairing and other activities relating to aircraft and aviation.

WHEREAS, the RCAC deems it to be in the best interest of the community to lease said land to Lessee for purpose hereinbefore stated and upon the terms and condition hereinafter set out;

NOW THEREFORE, the parties hereto agree as follows:

- **LEASE OF PREMISES.** For and in consideration of the rental hereinafter provided for, the RCAC does hereby lease and let to Lessee a tract of ground designated as Tract ___ on the plat which is attached hereto as Appendix A and by reference made a part hereof for the purpose of maintaining thereon a hangar which has been or may be constructed thereon by Lessee. In addition, Lessee is granted the right to use, in common with others, the system of runways and taxiways as now exist or as may hereafter be constructed.

- UTILITIES. Lessee agrees to conform to all plumbing, electrical building, and other ordinances of the County in the construction and operation of said hangar including procurement of necessary licenses and permits. Lessee shall be responsible for all expenses and charges regarding utilities of any type.
- LIMITATION OF OPERATION. It is understood that this ground lease to construct a hangar for which this agreement is written may be used only for storage, repair and activities relating to aircraft and aviation.
- INSPECTION OF BUILDING. RCAC will periodically inspect any property on said leased property to verify compliance with approved aeronautical activities on the Airport. Non-compliance of the lease terms may result in termination of said GROUND LEASE and eviction from the Airport
- HANGAR BUILDING. Plans for construction or alteration of hangars or other buildings at the airport must be submitted to RCAC for review and approval and may require FAA Form 7640-1, "Notice of Proposed Construction or Alteration".
- AMOUNT OF RENTAL. The Lessee shall pay to the RCAC \$_____ per year, on a calendar year basis, payable in advance, and Lessee shall not be entitled to a refund for any reason whatsoever. RCAC shall have the authority to raise the rental payment annually at a rate not greater than 12%.
 - NON PAYMENT. The RCAC shall have and is hereby granted a lien upon and against all Lessee's property located on the airport premises, including said hangar. Said lien shall be for and in the amount of any unpaid, past due rent. RCAC shall have the right to terminate this lease at any time for nonpayment of rent.
 - DUTY TO PAY RENT. Nothing herein shall relieve the Lessee of his or her obligation to pay his or her rental during the term of this lease.

- DURATION OF LEASE. This Ground Lease executed by the RCAC is for a term of 20 years, beginning _____ and expiring on December 31, _____. This lease is eligible for renegotiation at the end of the lease for a similar term of 20 years.

- SALE OR CONVEYANCE OF BUILDING. If at any time during the term of this lease, or at the termination thereof, Lessee desires to sell or convey said hangar, then:
 - The family of Lessee, or any partnership, corporation or other business entity in which the Lessee owns now or has owned any interest in, is hereby given the first right to purchase with written notification and approval of the RCAC.

 - The RCAC is hereby given the second right of purchase or refusal to acquire said building, in the following manner, to-wit: The Lessee shall give the RCAC thirty (30) days of written notice of his or her desire to sell or convey said hangar and shall also notify the RCAC, in writing, of the best offer obtainable upon the open market for said building, and thereupon, the RCAC shall within two (2) weeks thereafter notify the Lessee, in writing, of its acceptance or rejection of said building at the price offered. In the event that the RCAC does not purchase said building, the Lessee shall, thereupon, be free to either sell said building to any other purchaser at the same price offered to the RCAC or he or she shall be authorized to remove said building from said premises, PROVIDED, HOWEVER, that such removal shall be done within ninety (90) days from the date of the RCAC's rejection, as aforesaid.

 - At which point a new property owner accepts ownership of the purchased structure, RCAC will cancel the existing GROUND LEASE from the original tenant and execute a new GROUND LEASE with the new building's owner for an initial term of 20 years. RCAC will

establish a new annual GROUND LEASE rate at prevailing market rates.

- **REMOVAL OF BUILDING.** Lessee shall have right to remove the hangar and any other property owned by Lessee from the leased premises. Upon removal of said hangar, Lessee shall also remove all trash and debris from leased premises. Lessee shall cleanup site and restore it to the condition it was in before Lessee's occupancy to the satisfaction of the RCAC.
- **RCAC'S RIGHT TO DEVELOP.** The RCAC reserves the right to develop and improve the airport area on all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.
- **PROTECTION OF APPROACHES.** The RCAC reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erection or permitting to be erected, any building or other structure which, in the opinion of the RCAC or FAA, would limit the usefulness of the airport or constitute a hazard to aircraft.
- **NATIONAL EMERGENCY.** During time of war or national emergency, the RCAC shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this lease shall be suspended and the agreement with the Government shall have priority.
- **SUBORDINATION OF THE AGREEMENT.** This agreement shall be subordinate to the provision of any existing or future agreement between the RCAC and the United States Government, relative to the operation of maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the airport.

- ASSIGNMENT. This agreement shall be fully assignable by the RCAC. And shall be assignable by Lessee upon first receiving the prior written consent of the RCAC. The RCAC's consent shall not be unreasonably withheld. All terms and provisions of this agreement shall be binding upon the heirs, executors, assigns, devisees, legatees and successors in title to the parties hereto.
- BUSINESS PURPOSE. The Lessee shall not provide any service to the public without written consent of the RCAC.
- AERIAL SPRAYING AND FERTILIZING. It is understood that the RCAC will not be held liable for chemical and/or fertilizer spills. The Lessee will be responsible for the cost of all chemical and/or fertilizer spills clean up. Lessee agrees to comply with all laws, rules, and Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the lease premises. Lessee agrees not to use the premises in any way so as to create an Environmental Hazard, including but not limited to:
 - Lessee shall not bring asbestos or asbestos containing materials onto the premises.
 - Lessee shall not cause or allow any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical loss or solid, liquid or gaseous products or hazardous waste (collectively a spill) or any hazardous waste or toxic substance upon the lease premises.
 - Lessee shall not cause or allow to exist any condition, and the current or proposed operations are not likely to cause to exist any condition, upon the property or the contiguous property that would materially increase the possibility of:
 - The presence of hazardous waste or a hazardous or toxic substance.

- The occurrence of spill.
- A violation of any environmental laws or any other federal, state, or local environmental law, regulation or ruling applicable to the property.
- **RIGHT TO IDEMINIFICATIONS.** This agreement is made upon the express condition the RCAC shall be free from all liabilities and claims for damages or suits for or by reason of any injuries to any person or persons or property of any kind whatsoever, from any cause or causes whatsoever while in or upon the lease premises or any part thereof during the term of this agreement or occasioned by any occupancy or use for the leased premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and hold harmless the RCAC from all liabilities, charges, expenses (including attorney fees and litigation costs), however occurring, or damages growing out of the same.

IN WITNESS WHEREOF, the RCAC has caused this agreement to be executed by the Chairman of the RCAC with attestation by another RCAC member, and by: _____ has executed said agreement by appending his signature as of the day and year first above written.

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| Rooks County Airport Commission | Lessor | Date |
| Chairman | | |

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| | | |
| Name | , Lessee | Date |

ATTEST:

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| | |
| RCAC Member | Date |