

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

**Roscoe J. Hatfield
Council Chambers, 300
West Evergreen,
Durant, Oklahoma
AGENDA**

December 11, 2018

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of November 13, 2018

2. Consider Items Removed from Consent

3. Information Items

4. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

5. Administration

- a. Consider Approval of Alterations to the Hangar Lease Agreement and Rules and Regulations for the Durant Regional Airport - Eaker Field
 1. Consider Approval of the Alterations to the Hangar Lease Agreement.
 2. Consider Approval of the Alterations to the Rules and Regulations Document.

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 3:10 p.m. on the 7th day of December, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 11/19/2018
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of November 13, 2018

Council Information / Action Requested

Approval of Regular Meeting Minutes of November 13, 2018

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes 11.14.2018	Exhibit	11/19/2018

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 4:53 p.m. on the 9th day of November, 2018.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF November 13, 2018 AT 6:00 PM, Roscoe J. Hatfield Council
Chambers, 300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 9:53 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Tom Marcum
Trustee Mike Dills	City Manager Tim Rundel
Trustee Destry Hawthorne	City Clerk Cynthia J. Price
Vice Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of October 9, 2018

Approved

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve consent item as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

- a. Airport Manager Monthly Report - October 2018

4. Citizen Comments on Non-Agenda Items

There were no citizen comments.

5. New Business

There was no new business.

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Public Works Director

Memorandum

Date: 11/29/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Alterations to the Hangar Lease Agreement and Rules and Regulations for the Durant Regional Airport - Eaker Field
1. Consider Approval of the Alterations to the Hangar Lease Agreement.
2. Consider Approval of the Alterations to the Rules and Regulations Document.

We approved the previous Lease Document and Rules and Regulations Document in May of 2018 to be instituted in January of 2019. We have discovered some confusing information within the forms and have used a group of lessee's from our airport and some Airport Advisory Board members to go through the Hangar Lease Document and Rules and Regulations Documents and re-write portions to clarify the purpose of our intent. We feel like this new document reflects the best interest of the City and continues to serve the customers in a fair manner.

Council Information / Action Requested

Approve / Deny New Hangar Lease Agreement

Approve / Deny New Rules and Regulations Document

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
New Rules and Regulations	Cover Memo	12/6/2018
Old Rules and Regulations	Cover Memo	12/6/2018
New Hangar Lease Agreement	Cover Memo	12/6/2018
Old Hangar Lease Agreement	Cover Memo	12/6/2018

DURANT REGIONAL AIRPORT - EAKER FIELD

AIRPORT RULES AND REGULATIONS

Sec. 1. - Leasing of property.

- a) *Hangars.* Airport hangars owned by the City may be rented to private individuals, companies or corporations on a monthly or yearly basis primarily for the storage of aircraft and ancillary aircraft equipment. Short term non-aeronautical use of a hangar may be permitted in accordance with the Federal Aviation Administration Policy on the Non-Aeronautical Use of Airport Hangars dated June 9, 2016. Rental rates shall be established and/or adjusted by the Durant Airport Authority.
- b) *Airport property.* The City may lease property within the building area or other portions of the airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved airport master plan/airport layout plan. Aviation-related activities shall have priority in all leasing projects. It shall be the responsibility of the lessee to construct and maintain any pavement improvements from the edge of their building or hangar to the public-use portion of the taxiway or taxilane.
- c) *Commercial aviation-related rates.* *Value* for the commercial use of airport property shall be established by market survey to determine leasehold value of airport property on a square-foot-per-year basis. The rate shall be approved by the Durant Airport Authority. The annual lease rate will be calculated by multiplying the total square footage of the property by the recommended square foot rate. Once established, lease rates will be adjusted annually based on the inflation rate established by the consumer price index applicable to the City of Durant.
- d) *Non-aviation related rates.* For the initial lease of airport property upon which to conduct a non-aviation activity, the City will charge the appraised fair market leasehold value of the property. The annual lease rate will be calculated by multiplying the total fair market leasehold value of the property by certain percentages as recommended by the appraiser. In addition, for short term non-aviation rental of City owned hangars the monthly rental rate will be at fair market value for comparable commercial storage or office space. All short-term, non-aviation rental agreements of City owned hangars must have a clause that requires the non-aviation entity to vacate the facility within 30 days should an aviation entity desire to rent the facility. Lease and rental rates will be then adjusted annually based on the inflation rate established by consumer price index applicable to the City of Durant.
- e) *Building restrictions.* No structure may be erected beyond the building restriction line or in conflict with the approved airport layout plan. No structures that are built on property adjacent to airport property will be allowed to have access to the airport property or through the fence operation.

- f) *Construction authorization.* All construction must be authorized by the Durant Airport Authority and must be a compatible standard capable of withstanding winds as defined in the International Building Code, with doors open or closed. Furthermore, all structures must comply with the City building codes and airport zoning and land use ordinances. All structures must comply with FAA airspace requirements and must receive FAR Part 77 approval prior to construction.
- g) *Fuel flowage fees.* All fuel-dispensing activities, whether commercial or private, must be authorized by the Durant Airport Authority and in compliance with the Airport Minimum Standards, as amended from time to time, and will be assessed a flowage fee using the established fuel flowage fee rate at that time, based on fuel delivered to the vendor.
- h) *Lease Term.* Each lease term for a private hangar or building shall be determined by the hangar owner's initial investment and reasonable payback period. In any case, a lease for a privately owned Hangar shall not exceed 25 years, a lease for a privately owned corporate/box hangar shall not exceed 35 years, and a lease for a commercial aeronautical facility or a non-aeronautical commercial facility shall not exceed 40 years.
- i) *Reversion.* All leases for airport construction shall contain a reversion clause stating that any private construction of a facility on airport property shall revert ownership back to the airport upon the termination or conclusion of the lease. Upon reversion, the immediate previous lessee shall have first right of refusal to enter into a rental agreement with the airport for said facility. The rental rate shall be determined by similarly valued airport owned facilities and not the ground lease rate.

Sec. 2. – General Operating Rules.

The following rules are applicable to the airport operation, aircraft operation and conduct of persons at the regional airport:

- a) *Operation by City.* The Durant Regional Airport is operated by the City for the use and benefit of the public under the authority granted under state law and under the terms of the deed from the federal government and subsequent sponsors' assurance agreements with the federal government.

- b) *Designated representative.* The Airport Manager shall be the designated City representative to enforce the regulations in this article and supervise the operation of the Airport.
- c) *Safeguard of persons and property.* The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.
- d) *Public use.* The Airport shall be open for public use subject to certain restrictions, which may be necessary due to inclement weather, the conditions of the landing area, the presentation of special events and like causes as may be determined by the City and subject to such fees and charges as may be established without discrimination for each class of user.
- e) *Federal Aviation Administration regulations.* The published Federal Aviation Regulations (FAR) in effect are referred to, adopted and made a part of this article as fully in all respects as if particularly set forth in this article.
- f) *Injury to persons.* Persons entering upon airport grounds do so at their own risk and with no liability incurring to the City, its officers or employees for any damage to persons or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the City or by any other authority having jurisdiction over the conduct and operation of the airport, including the Federal Aviation Administration.
- g) *Emergency procedure.* In case of accident, it shall be reported to the Fire Department and the Airport Manager by the nearest telephone (911). No unauthorized personnel shall go to the scene of an accident except to render aid in the absence of authorized personnel.
- h) *Accidents.* All accidents, regardless of the extent or nature of damage, involving aircraft based on this field or accidents occurring on this field shall be reported immediately and within 24 hours to the office of the Airport Manager and any other regulatory body requiring such notification.
- i) *Damage to Airport.* Any person and the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of the rules in this article or through vandalism or any act of negligence, shall be liable therefor in and to the City.
- j) *Damage to runway lights.* Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. A person causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft or willful acts, will be liable for replacement cost of the lights and/or fixtures.
- k) *Licensed pilots.* Only properly registered aircraft and persons holding current airman and medical certificates issued by the Federal Aviation Administration shall be authorized to

operate aircraft upon the Airport except as may otherwise be provided in this article. This limitation shall not apply to students in training under licensed instructors or to public aircraft of the federal government or of a state, territory, or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

- l) *Registration.* Every registered owner of an aircraft based at the Airport shall register at the office of the Airport Manager or designated representative, with name, aircraft number, address and telephone number.
- m) *Air and ground traffic/vehicular traffic.* All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the City and shall not be operated at a speed in excess of 25 miles per hour.
- n) *Roads and walkways.* No person shall travel on the Airport other than on the roads, walks or places provided for the use of traffic. No person shall use the roads or walks in such manner as to hinder or obstruct their proper use by others.
- o) *Acrobatic flying.* Acrobatic flying by any person flying over any portion of the City is prohibited without the express notification of the Airport Manager and FAA.
- p) *Parachute jumping.* No person shall make a parachute jump within the City limits without the express permission of the Airport Manager, except in an actual emergency.
- q) *Dropping of objects.* No person in any aircraft shall cause or permit to be thrown out, discharged, or dropped within the City any object or thing, except loose water or loose sand ballast when absolutely essential to the safety of the occupants of the aircraft and except as provided in subsection (r) of this section, and except with permission of the Airport Manager to be used as an aid to training.
- r) *Advertising from aircraft.* No person shall make an exhibition flight by carrying banners on, distributing circulars from, or advertising matter from, or operating loud-speaking devices from, any aircraft flying within the City limits without first obtaining a permit from the Airport Manager. Such permit will not be granted if, in the opinion of the City Commission, the proposed operation will endanger persons or property or cause discomfort of annoyance to the public or in any case unless the aircraft and the person operating it are properly licensed by the Federal Aviation Administration.
- s) *Ultra-light aircraft.* Use of the Airport by ultra-light vehicles shall be subject to approval by the Airport Manager and shall be in accordance with Federal Aviation Regulations Part 103 and any other rules set by the City.
- t) *Firearms.* No one except duly authorized persons, police officers, or federal employees authorized to carry firearms in the performance of their duties or members of the armed forces of the United States on official duty shall carry any firearm on the Airport, except that unloaded, cased sporting guns may be carried as baggage.

- u) *Intoxicants and narcotics prohibited.* No person shall drink any alcoholic beverages upon any portion of the Airport open to the public. No person under the influence of an intoxicant or narcotic shall operate any aircraft upon or over the Airport; provided, however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot. All other state and federal laws pertaining to intoxicants and narcotics shall be adhered to.
- v) *Permission to fuel.* No aviation fuels shall be brought on the Airport for sale without the express permission of the City. This permission shall be granted in a written document providing for safety in storage and handling and the payment of a flowage fee as established Durant Airport Authority and as amended from time to time, or specific exemption therefrom. All aviation fuels used in aircraft shall be stored in compliance with Federal Aviation Administration guidelines and City Fire Department regulations.
- w) *Photography.* No person except duly accredited representatives of the news media shall take still, motion, or sound pictures for commercial purposes on the Airport without permission from the Airport Manager.
- x) *Unmanned aircraft flying, etc.* Flying of model aircraft, kites, drones, etc., within the Airport area is prohibited.
- y) *Animals on airport.* No person shall enter the terminal building or landing area of the Airport with a dog or other animal, except that service animals may be permitted in the terminal building. This does not apply where dogs or other animals are carried aboard aircraft and are restrained by leash or properly contained.
- z) *Abandoned property; lost articles.* No person shall abandon any property on the Airport. Any person finding lost articles in the public areas shall deposit or report them to the Airport attendant.
- aa) *Foreign objects.* No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport.
- bb) *Disposal of refuse.* No person shall place, dispose of or deposit in any manner trash, garbage, or refuse in or upon the Airport property except at such places and under such conditions as the Airport Manager may from time to time prescribe.
- cc) *Unauthorized signs.* No signs or non-aeronautical equipment or portable buildings and house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager.
- dd) *Lien for charges.* To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property made or furnished by the City or its agents, in

connection with the operation of the Airport, the City shall have a lien upon such personal property, which shall be enforceable as provided by law.

- ee) *Lien possessory right.* To enforce the payment of any such charge made pursuant to subsection (ee) of this section, the Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.
- ff) *Surreptitious activities.* Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, police or officers of the Department Of Public Safety or other peace officer.

Sec. 3. - Running aircraft engines.

- a) On an aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.
- b) No airplane will be propped, started or left running without a licensed pilot or mechanic at the controls.
- c) No engine shall be started or shall run inside any building.
- d) No engine shall be started, run or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings and groups of people in the observation areas.
- e) No aircraft shall be fueled or drained while its engine is running except Helicopters as provided in Section 8.
- f) No person may start the engine of an aircraft if there is any gasoline or other volatile flammable liquid on the ground underneath it.

Sec. 4. - Aircraft taxiing.

- a) No person shall taxi an aircraft at the airport until he has ascertained there will be no danger of collision with any person or object in the immediate area.
- b) Aircraft will be taxied at a safe and prudent speed and in such manner as to be at all times under the control of the pilot.
- c) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.
- d) There shall be no taxiing of aircraft by engine power into or out of hangars.

Sec. 5. - Aircraft parking.

- a) Unoccupied aircraft shall not be parked or tied down on or within 120 feet of the centerline of a VFR basic utility runway at the Airport, within 250 feet of the centerline

of a general utility non-precision runway or within 500 feet of the centerline of a precision runway, and all un-housed aircraft shall be parked in the areas designated by the Airport Manager for that purpose.

- b) Aircraft will not be parked within 50 feet of an aircraft fuel pump.
- c) Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the airport manager as an emergency measure.
- d) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and/or tied down.
- e) All aircraft parked on the Airport, whether temporary or permanent, shall be parked only in assigned or designated parking areas. Aircraft not parked in the proper area will be moved to the proper area by the City or its authorized representative without liability for damages which may result in the course of such moving.
- f) A schedule of fees has been established for the parking of aircraft in tie-down areas. These fees shall constitute a lien upon the aircraft, and the City or its authorized representative may hold such aircraft until the fees are paid or may dispose of the aircraft as provided by law if the fees are not paid.
- g) The registered owner of any aircraft permanently based on the Airport and parked in the public parking area will register his full name and mailing address with the Airport Manager or representative.
- h) The operator of each aircraft parked on the Airport will be responsible for properly securing the aircraft to protect it and other aircraft from wind damage.
- i) Aircraft shall not be parked directly in front of gates to the terminal building, except for the purpose of loading or unloading passengers. No aircraft shall occupy terminal building gate positions more than 15 minutes except by permission of the Airport Manager.
- j) Non-airworthy aircraft, wrecks, "junkers," or parts thereof shall not be parked on the Airport or in hangars unless awaiting scheduled repairs by a licensed airframe and powerplant mechanic, and may not be stored in hangars longer than one year or parked out of doors longer than thirty days.

Sec. 6. - Wrecked aircraft.

Every aircraft owner, his pilot, and agents shall be responsible for notifying the Federal Aviation Administration, the NTSB and the Oklahoma Highway Patrol, and for the prompt removal from the operational areas of the Airport, under the direction of the Airport Manager, of disabled or wrecked aircraft.

Sec. 7. - Repairs to aircraft.

- a) No aircraft shall be repaired on any part of the landing or takeoff area, and all outside repairs shall be made at the places designated by the Airport Manager for such purpose.
- b) Maintenance performed on aircraft, other than the maintenance normally performed by the pilot or owner, is considered a commercial activity, and anyone performing such activity must first meet the requirements for the activity as established in the "Minimum Standards for Commercial Aeronautical Activities, Durant Regional Airport" as amended from time to time.

Sec. 8. - Fueling of aircraft.

- a) Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, except that an agricultural spray aircraft on a fast turnaround may be fueled and loaded with chemicals with the aircraft engine idling if the Airport governing authority has provided written authority to the agricultural operator and if the wheels are chocked and there are at least two 20B fire extinguishers within 50 feet and a qualified ground crew member is present during the fueling operation, and only as operations necessitate the requirement to do so.
- b) All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck, and the fuel truck will be positively grounded.
- c) All aircraft shall be fueled clear of all hangars and other buildings.
- d) Aircraft fuel trucks will be equipped, operated and maintained in accordance with National Fire Protection Association, Incorporated, NFPA Manual 407 "Aircraft Fuel Servicing, 1990," published and available from the NFPA or a more recently adopted version of the previously mentioned manual.
- e) Aviation or auto fuels will not be stored within a hangar unless in a properly labeled and listed container and only for a working amount.
- f) The pilot and passengers will exit the aircraft, and the aircraft will be unoccupied during fueling operations.
- g) Where aircraft fueling is performed by a fuel truck, an adequate number of suitable grounding connections shall be provided on the aircraft apron or servicing ramp.

- h) Spillage or dripping of gasoline, oil, jet fuel, kerosene, grease or any other material which may be unsightly or detrimental to the pavement in any area at the airport shall be removed immediately. The responsibility for removal shall be assumed by the operator of the equipment causing the spillage or by the tenant or concessionaire responsible for the deposit thereof on the pavement.
- i) No person shall park any vehicle designed for fueling within 50 feet of the terminal building.
- j) Self-fueling privileges are not allowed on the Airport except through compliance with the "Self-Fueling Privileges" section of the "Durant Regional Airport Minimum Standards and Requirements for Commercial Aeronautical Activities," and then only in the area designated by such minimum standards and requirements.

Sec. 9. - Use of Hangars.

The following rules apply to Hangar tenants at the Airport; infraction of these rules will result in the immediate cancellation of the hangar rental contract and/or a fine as established in this article:

- a) No hoisting mechanism may be attached to the structure of the hangar without the written permission of the Airport Manager. This will include, but is not limited to, chain fall, block and tackle or any other hoisting device passed over struts or braces of the hangars.
- b) No hangars or supports requiring the modification of the steel structures or metal wall surfaces will be installed.
- c) Metal wall panels may not be removed, modified, bent, or cut without written permission of the Airport Manager.
- d) Hangar doors, door guides, rollers, and door tracks may not be removed or otherwise modified.
- e) Occupants of Hangars may not use self-propelled equipment such as tractors, trucks, or automobiles to open or close hangar doors.
- f) No oil soaked clothes, rags, or other combustible fabrics may be stored in Hangars.

- g) Refuse cans must be used for empty oil cans and other trash.
- h) Only aircraft listed in the Hangar tenant's rental contract and ancillary equipment shall be stored in the hangar space.
- i) Hangar occupants may not sublease the hangar space.
- j) Hangar occupants may perform maintenance on their own aircraft to the extent they meet the qualifications set forth by the FAA and any licenses required by the FAA are current.
- k) A tenant shall reimburse the City for damages to hangars, such as broken windows, doors, hinges, or electrical fixtures, caused in any manner by the tenant's carelessness.
- l) Cleaning interiors of Hangars is the responsibility of the tenant. The Airport Manager may inspect to ensure good housekeeping practices.
- m) All Hangar tenants shall provide the Airport Manager with duplicate keys to be used in case of emergency.
- n) Hangars are for storage of aircraft and aircraft ancillary equipment only. Hangars are not to be used for any commercial activity other than aviation related, unless authorized in writing by the City.

Sec. 11. – Parachute jumping operations.

- a) All instructors and unsupervised jumpers will be required to hold a current membership with the United States Parachutist Association and must possess all required USPA licenses. Membership must be confirmed prior to jumper manifesting for a load.
- b) Instructors will file NOTAM, check winds aloft and calculate exit spots.
- c) Pilot will perform any routine safety inspections required or deemed necessary on jump aircraft.
- d) All jumpers will receive a briefing on winds and landing direction prior to boarding the aircraft for each jump.
- e) Instructors and licensed jumpers are responsible for doing a final gear check on all equipment and review jump procedures with student prior to exiting the aircraft.

- f) During skydive, instructors will follow all guidelines and rules set forth by the United States Parachutist Association, FAA, and equipment manufacturers.
- g) Landing patterns will be parallel to the runway at all times. No parachute traffic will cross the active runway under 1,000ft. A left hand pattern will be used when landing in the southeast portion of the airport.
- h) The Airport Manager may designate the drop zone. All jumpers are obligated to land in the designated drop zone unless the Airport Manager designates an alternative drop zone for landing.
- i) All pilots and jumpers are to have been briefed using Federal Aviation Regulations 105 thru 105.49 before conducting parachuting operations.
- j) NOTAMs for parachuting operations are to be filed and active for the time frame of the planned jumps.
- k) Pilot briefing is to be completed with the Flight Service Station prior to becoming airborne.
- l) Pilot will monitor any activity on the Common Traffic Advisory Frequency/UNICOM during all operations. Two minutes prior to parachuting operations precautionary radio calls are made on 124.75/Fort Worth Center, and 122.8 / CTAF.

Sec. 12. - Vehicles.

- a) Private vehicles shall only be driven onto the ramp or areas as necessary to go directly to and from specific aircraft for loading and unloading baggage or other special purposes.
- b) A lessee may park a private vehicle inside the lessee's hangar while the aircraft is in use.
- c) The Airport Manager shall designate specific vehicular parking areas.
- d) Persons may park or locate motor vehicles on the Airport only in an area specifically designated for parking or standing. No person may park a motor vehicle in any area on the Airport for a period longer than is designated for that area. No person may park or locate a motor vehicle within ten feet of a fire hydrant on the Airport.

Sec. 13. - Special procedures.

The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as air shows, agricultural operations, lighter than air operations, ultra-lights, etc.

Sec. 14. – Filing and Notice of Rules and Regulations.

These Rules and Regulations shall be available in the office of the City Clerk and the Airport, and shall be given to all persons who have operations or lease space at the Airport.

Sec. 15. – Penalty for Violation of Rules and Regulations.

Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the Airport, the loss of the opportunity to conduct any operations at the Airport, or such other action as the City deems appropriate, in addition to any penalties imposed if such violations are also violations of law:

Adopted this _____day of _____, 2019.

-

-
Jerry L. Tomlinson
Chairman
Durant Airport Authority

ATTEST:

(SEAL)

NAME, TITLE

DURANT REGIONAL AIRPORT - EAKER FIELD

AIRPORT RULES AND REGULATIONS

Sec. 1. - Leasing of property.

- a) *Hangars.* Airport hangars owned by the City may be rented to private individuals, companies or corporations on a monthly or yearly basis primarily for the storage of aircraft and ancillary aircraft equipment. Short term non-aeronautical use of a hangar may be permitted in accordance with the Federal Aviation Administration Policy on the Non-Aeronautical Use of Airport Hangars dated June 9, 2016. Rental rates shall be established and/or adjusted by the Durant Airport Authority.
- b) *Airport property.* The City may lease property within the building area or other portions of the airport for the construction of hangars, buildings, aprons, taxiways and auto parking lots in accordance with the approved airport master plan/airport layout plan. Aviation-related activities shall have priority in all leasing projects. It shall be the responsibility of the lessee to construct and maintain any pavement improvements from the edge of their building or hangar to the public-use portion of the taxiway or taxilane.
- c) *Commercial aviation-related rates.* *Value* for the commercial use of airport property shall be established by market survey to determine leasehold value of airport property on a square-foot-per-year basis. The rate shall be approved by the Durant Airport Authority. The annual lease rate will be calculated by multiplying the total square footage of the property by the recommended square foot rate. Once established, lease rates will be adjusted annually based on the inflation rate established by the consumer price index applicable to the City of Durant.
- d) *Non-aviation related rates.* For the initial lease of airport property upon which to conduct a non-aviation activity, the City will charge the appraised fair market leasehold value of the property. The annual lease rate will be calculated by multiplying the total fair market leasehold value of the property by certain percentages as recommended by the appraiser. In addition, for short term non-aviation rental of City owned hangars the monthly rental rate will be at fair market value for comparable commercial storage or office space. All short-term, non-aviation rental agreements of City owned hangars must have a clause that requires the non-aviation entity to vacate the facility within 30 days should an aviation entity desire to rent the facility. Lease and rental rates will be then adjusted annually based on the inflation rate established by consumer price index applicable to the City of Durant.
- e) *Building restrictions.* No structure may be erected beyond the building restriction line or in conflict with the approved airport layout plan. No structures that are built on property adjacent to airport property will be allowed to have access to the airport property or through the fence operation.

- f) *Construction authorization.* All construction must be authorized by the Durant Airport Authority and must be a compatible standard capable of withstanding winds as defined in the International Building Code, with doors open or closed. Furthermore, all structures must comply with the City building codes and airport zoning and land use ordinances. All structures must comply with FAA airspace requirements and must receive FAR Part 77 approval prior to construction.
- g) *Commercial operating fees.* Every person approved by the City Commission to conduct a commercial activity on the Airport shall pay a monthly/annual fee as established by the Durant Airport Authority. The fee for the previous month's/ year's activity shall be paid by the 20th day of the month/year. Prior to starting the commercial activity, a deposit, as established by the Durant Airport Authority, shall be paid. This deposit will be held by the City and applied to overdue fees at the discretion of the City. If the commercial activity is terminated, the deposit shall be returned to the depositor upon payment in full of the account.
- h) *Fuel flowage fees.* All fuel-dispensing activities, whether commercial or private, must be authorized by the Durant Airport Authority and in compliance with the Airport Minimum Standards, as amended from time to time, and will be assessed a flowage fee using the established fuel flowage fee rate at that time, based on fuel delivered to the vendor.
- i) *Lease Term.* Each lease term for a private hangar or building shall be determined by the hangar owner's initial investment and reasonable payback period. In any case, a lease for a privately owned T-hangar shall not exceed 25 years, a lease for a privately owned corporate/box hangar shall not exceed 35 years, and a lease for a commercial aeronautical facility or a non-aeronautical commercial facility shall not exceed 40 years.
- j) *Reversion.* All leases for airport construction shall contain a reversion clause stating that any private construction of a facility on airport property shall revert ownership back to the airport upon the termination or conclusion of the lease. Upon reversion, the immediate previous lessee shall have first right of refusal to enter into a rental agreement with the airport for said facility. The rental rate shall be determined by similarly valued airport owned facilities and not the ground lease rate.

Sec. 2. – General Operating Rules.

The following rules are applicable to the airport operation, aircraft operation and conduct of persons at the regional airport:

- a) *Operation by City.* The Durant Regional Airport is operated by the City for the use and benefit of the public under the authority granted under state law and under the terms of the deed from the federal government and subsequent sponsors' assurance agreements with the federal government.

- b) *Designated representative.* The Airport Manager shall be the designated City representative to enforce the regulations in this article and supervise the operation of the Airport.
- c) *Safeguard of persons and property.* The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.
- d) *Public use.* The Airport shall be open for public use subject to certain restrictions, which may be necessary due to inclement weather, the conditions of the landing area, the presentation of special events and like causes as may be determined by the City and subject to such fees and charges as may be established without discrimination for each class of user.
- e) *Federal Aviation Administration regulations.* The published Federal Aviation Regulations (FAR) in effect are referred to, adopted and made a part of this article as fully in all respects as if particularly set forth in this article.
- f) *Injury to persons.* Persons entering upon airport grounds do so at their own risk and with no liability incurring to the City, its officers or employees for any damage to persons or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the City or by any other authority having jurisdiction over the conduct and operation of the airport, including the Federal Aviation Administration.
- g) *Emergency procedure.* In case of accident, it shall be reported to the Fire Department and the Airport Manager by the nearest telephone (911). No unauthorized personnel shall go to the scene of an accident except to render aid in the absence of authorized personnel.
- h) *Accidents.* All accidents, regardless of the extent or nature of damage, involving aircraft based on this field or accidents occurring on this field shall be reported immediately and within 24 hours in writing to the office of the Airport Manager and any other regulatory body requiring such notification.
- i) *Damage to Airport.* Any person and the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of the rules in this article or through vandalism or any act of negligence, shall be liable therefor in and to the City.
- j) *Damage to runway lights.* Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. A person causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft or willful acts, will be liable for replacement cost of the lights and/or fixtures.
- k) *Licensed pilots.* Only properly registered aircraft and persons holding current airman and medical certificates issued by the Federal Aviation Administration shall be authorized to

operate aircraft upon the Airport except as may otherwise be provided in this article. This limitation shall not apply to students in training under licensed instructors or to public aircraft of the federal government or of a state, territory, or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

- l) *Registration.* Every registered owner of an aircraft based at the Airport shall register at the office of the Airport Manager or designated representative, with name, aircraft number, address and telephone number.
- m) *Air and ground traffic/vehicular traffic.* All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the City and shall not be operated at a speed in excess of 25 miles per hour.
- n) *Roads and walkways.* No person shall travel on the Airport other than on the roads, walks or places provided for the use of traffic. No person shall use the roads or walks in such manner as to hinder or obstruct their proper use by others.
- o) *Acrobatic flying.* Acrobatic flying by any person flying over any portion of the City is prohibited without the express permission of the Airport Manager and FAA.
- p) *Parachute jumping.* No person shall make a parachute jump within the City limits without the express permission of the Airport Manager, except in an actual emergency.
- q) *Dropping of objects.* No person in any aircraft shall cause or permit to be thrown out, discharged, or dropped within the City any object or thing, except loose water or loose sand ballast when absolutely essential to the safety of the occupants of the aircraft and except as provided in subsection (r) of this section.
- r) *Advertising from aircraft.* No person shall make an exhibition flight by carrying banners on, distributing circulars from, or advertising matter from, or operating loud-speaking devices from, any aircraft flying within the City limits without first obtaining a permit from the Airport Manager. Such permit will not be granted if, in the opinion of the City Commission, the proposed operation will endanger persons or property or cause discomfort of annoyance to the public or in any case unless the aircraft and the person operating it are properly licensed by the Federal Aviation Administration.
- s) *Ultra-light aircraft.* Use of the Airport by ultra-light vehicles shall be subject to approval by the Airport Manager and shall be in accordance with Federal Aviation Regulations Part 103 and any other rules set by the City.
- t) *Firearms.* No one except duly authorized persons, police officers, or federal employees authorized to carry firearms in the performance of their duties or members of the armed forces of the United States on official duty shall carry any firearm on the Airport, except that unloaded, cased sporting guns may be carried as baggage.

- u) *Intoxicants and narcotics prohibited.* No person shall drink any alcoholic beverages upon any portion of the Airport open to the public, except in such restaurant or other place as shall be properly designated and licensed for dispensing of alcoholic beverages. No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided, however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.
- v) *Permission to fuel.* No aviation fuels shall be brought on the Airport for use or for sale without the express permission of the City. This permission shall be granted in a written document providing for safety in storage and handling and the payment of a flowage fee as established Durant Airport Authority and as amended from time to time, or specific exemption therefrom. All aviation fuels used in aircraft shall be stored in compliance with Federal Aviation Administration guidelines and City Fire Department regulations.
- w) *Photography.* No person except duly accredited representatives of the news media shall take still, motion, or sound pictures for commercial purposes on the Airport without permission from the Airport Manager.
- x) *Model aircraft flying, etc.* Flying of model aircraft, kites, etc., within the Airport area is prohibited.
- y) *Animals on airport.* No person shall enter the terminal building or landing area of the Airport with a dog or other animal, except that service animals may be permitted in the terminal building. This does not apply where dogs or other animals are carried aboard aircraft and are restrained by leash or properly contained.
- z) *Abandoned property; lost articles.* No person shall abandon any property on the Airport. Any person finding lost articles in the public areas shall deposit or report them to the Airport attendant.
- aa) *Foreign objects.* No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport.
- bb) *Disposal of refuse.* No person shall place, dispose of or deposit in any manner trash, garbage, or refuse in or upon the Airport property except at such places and under such conditions as the Airport Manager may from time to time prescribe.
- cc) *Unauthorized signs.* No signs or non-aeronautical equipment or portable buildings and house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager.
- dd) *Lien for charges.* To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property made or furnished by the City or its agents, in

connection with the operation of the Airport, the City shall have a lien upon such personal property, which shall be enforceable as provided by law.

- ee) *Lien possessory right.* To enforce the payment of any such charge made pursuant to subsection (ee) of this section, the Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.
- ff) *Surreptitious activities.* Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, police or officers of the Department Of Public Safety or other peace officer.

Sec. 3. - Running aircraft engines.

- a) On an aircraft not equipped with adequate brakes, the engine shall not be started until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.
- b) No airplane will be propped, started or left running without a licensed pilot or mechanic at the controls.
- c) No engine shall be started or shall run inside any building.
- d) No engine shall be started, run or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings and groups of people in the observation areas.
- e) No aircraft shall be fueled or drained while its engine is running.
- f) No person may start the engine of an aircraft if there is any gasoline or other volatile flammable liquid on the ground underneath it.

Sec. 4. - Aircraft taxiing.

- a) No person shall taxi an aircraft at the airport until he has ascertained there will be no danger of collision with any person or object in the immediate area.
- b) Aircraft will be taxied at a safe and prudent speed and in such manner as to be at all times under the control of the pilot.
- c) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.
- d) Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position.

- e) There shall be no taxiing of aircraft by engine power into or out of hangars.

Sec. 5. - Aircraft parking.

- a) Unoccupied aircraft shall not be parked or tied down on or within 120 feet of the centerline of a VFR basic utility runway at the Airport, within 250 feet of the centerline of a general utility non-precision runway or within 500 feet of the centerline of a precision runway, and all un-housed aircraft shall be parked in the areas designated by the Airport Manager for that purpose.
- b) Aircraft will not be parked within 50 feet of an aircraft fuel pump.
- c) Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the airport manager as an emergency measure.
- d) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and/or tied down.
- e) All aircraft parked on the Airport, whether temporary or permanent, shall be parked only in assigned or designated parking areas. Aircraft not parked in the proper area will be moved to the proper area by the City or its authorized representative without liability for damages which may result in the course of such moving.
- f) A schedule of fees has been established for the parking of aircraft in tie-down areas. These fees shall constitute a lien upon the aircraft, and the City or its authorized representative may hold such aircraft until the fees are paid or may dispose of the aircraft as provided by law if the fees are not paid.
- g) The registered owner of any aircraft permanently based on the Airport and parked in the public parking area will register his full name and mailing address with the Airport Manager or representative.
- h) The operator of each aircraft parked on the Airport will be responsible for properly securing the aircraft to protect it and other aircraft from wind damage.
- i) Aircraft shall not be parked directly in front of gates to the terminal building, except for the purpose of loading or unloading passengers. No aircraft shall occupy terminal building gate positions more than 15 minutes except by permission of the Airport Manager.
- j) Non-airworthy aircraft, wrecks, "junkers," or parts thereof shall not be parked on the Airport or in hangars unless awaiting scheduled repairs by a licensed airframe and powerplant mechanic, and may not be stored in hangars longer than one year or parked out of doors longer than thirty days.

Sec. 6. - Wrecked aircraft.

Every aircraft owner, his pilot, and agents shall be responsible for notifying the Federal Aviation Administration and for the prompt removal from the operational areas of the Airport, under the direction of the Airport Manager, of disabled or wrecked aircraft.

Sec. 7. - Repairs to aircraft.

- a) No aircraft shall be repaired on any part of the landing or takeoff area, and all outside repairs shall be made at the places designated by the Airport Manager for such purpose.
- b) Maintenance performed on aircraft, other than the maintenance normally performed by the pilot or owner, is considered a commercial activity, and anyone performing such activity must first meet the requirements for the activity as established in the "Minimum Standards for Commercial Aeronautical Activities, Durant Regional Airport" as amended from time to time.

Sec. 8. - Fueling of aircraft.

- a) Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, except that an agricultural spray aircraft on a fast turnaround may be fueled and loaded with chemicals with the aircraft engine idling if the Airport governing authority has provided written authority to the agricultural operator and if the wheels are chocked and there are at least two 20B fire extinguishers within 50 feet and a qualified ground crew member is present during the fueling operation.
- b) All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck, and the fuel truck will be positively grounded.
- c) All aircraft shall be fueled clear of all hangars and other buildings.
- d) Aircraft fuel trucks will be equipped, operated and maintained in accordance with National Fire Protection Association, Incorporated, NFPA Manual 407 "Aircraft Fuel Servicing, 1990," published and available from the NFPA or a more recently adopted version of the previously mentioned manual.
- e) Aviation or auto fuels will not be stored within a hangar.
- f) The pilot and passengers will exit the aircraft, and the aircraft will be unoccupied during fueling operations.
- g) Where aircraft fueling is performed by a fuel truck, an adequate number of suitable grounding connections shall be provided on the aircraft apron or servicing ramp.

- h) Spillage or dripping of gasoline, oil, jet fuel, kerosene, grease or any other material which may be unsightly or detrimental to the pavement in any area at the airport shall be removed immediately. The responsibility for removal shall be assumed by the operator of the equipment causing the spillage or by the tenant or concessionaire responsible for the deposit thereof on the pavement.
- i) No person shall park any vehicle designed for fueling within 50 feet of the terminal building.
- j) No opened containers of oils and no containers of fuels or other volatile or flammable substances may be stored in the T-hangars.
- k) Self-fueling privileges are not allowed on the Airport except through compliance with the "Self-Fueling Privileges" section of the "Durant Regional Airport Minimum Standards and Requirements for Commercial Aeronautical Activities," and then only in the area designated by such minimum standards and requirements.

Sec. 9. - Use of T-hangars.

The following rules apply to T-hangar tenants at the Airport; infraction of these rules will result in the immediate cancellation of the hangar rental contract and/or a fine as established in this article:

- a) No hoisting mechanism may be attached to the structure of the T- hangar without the written permission of the Airport Manager. This will include, but is not limited to, chain fall, block and tackle or any other hoisting device passed over struts or braces of the T-hangars.
- b) No hangars or supports requiring the modification of the steel structures or metal wall surfaces will be installed.
- c) Metal wall panels may not be removed, modified, bent, or cut without written permission of the Airport Manager.
- d) Hangar doors, door guides, rollers, and door tracks may not be removed or otherwise modified.
- e) Occupants of T-hangars may not use self-propelled equipment such as tractors, trucks, or automobiles to open or close hangar doors.
- f) No containers of fuels or other volatile or flammable substances may be stored in the T-hangars and must be contained in federally approved storage containers for the type of substance being stored.
- g) No oil soaked clothes, rags, or other combustible fabrics may be stored in T-hangars.

- h) Refuse cans must be used for empty oil cans and other trash.
- i) Only aircraft listed in the T-hangar tenant's rental contract and ancillary equipment shall be stored in the hangar space.
- j) T-hangar occupants may not sublease the hangar space.
- k) T-hangar occupants may perform maintenance on their own aircraft to the extent they meet the qualifications set forth by the FAA and any licenses required by the FAA are current.
- l) A tenant shall reimburse the City for damages to hangars, such as broken windows, doors, hinges, or electrical fixtures, caused in any manner by the tenant's carelessness.
- m) Cleaning interiors of T-hangars is the responsibility of the tenant. The Airport Manager may inspect to ensure good housekeeping practices.
- n) All T-hangar tenants shall provide the Airport Manager with duplicate keys to be used in case of emergency.
- o) T-hangars are for storage of aircraft and aircraft ancillary equipment only. T-hangars are not to be used for any commercial activity unless authorized in writing by the City.

Sec. 10. - Agricultural spraying operations.

- a) Agricultural spraying operations will be conducted in accordance with all federal and state laws and regulations.

Sec. 11. – Parachute jumping operations.

- a) All instructors and unsupervised jumpers will be required to hold a current membership with the United States Parachutist Association and must possess all required USPA licenses. Membership must be confirmed prior to jumper manifesting for a load.
- b) Instructors will file NOTAM, check winds aloft and calculate exit spots.
- c) Pilot will perform any routine safety inspections required or deemed necessary on jump aircraft.
- d) All jumpers will receive a briefing on winds and landing direction prior to boarding the aircraft for each jump.
- e) Instructors and licensed jumpers are responsible for doing a final gear check on all equipment and review jump procedures with student prior to exiting the aircraft.

- f) During skydive, instructors will follow all guidelines and rules set forth by the United States Parachutist Association, FAA, and equipment manufacturers.
- g) Landing patterns will be parallel to the runway at all times. No parachute traffic will cross the active runway under 1,000ft. A left hand pattern will be used when landing in the southeast portion of the airport.
- h) The Assistant Airport Manager may designate the drop zone. All jumpers are obligated to land in the designated drop zone unless the Assistant Airport Manager designates an alternative drop zone for landing.
- i) All pilots and jumpers are to have been briefed using Federal Aviation Regulations 105 thru 105.49 before conducting parachuting operations.
- j) NOTAMs for parachuting operations are to be filed and active for the time frame of the planned jumps.
- k) Pilot briefing is to be completed with the Flight Service Station prior to becoming airborne.
- l) Pilot will monitor any activity on the Common Traffic Advisory Frequency/UNICOM during all operations. Two minutes prior to parachuting operations precautionary radio calls are made on / _____ center and / _____, OK/K .

Sec. 12. - Vehicles.

- a) Private vehicles shall only be driven onto the ramp or areas as necessary to go directly to and from specific aircraft for loading and unloading baggage or other special purposes.
- b) A lessee may park a private vehicle inside the lessee's hangar while the aircraft is in use.
- c) The Airport Manager shall designate specific vehicular parking areas.
- d) Persons may park or locate motor vehicles on the Airport only in an area specifically designated for parking or standing. No person may park a motor vehicle in any area on the Airport for a period longer than is designated for that area. No person may park or locate a motor vehicle within ten feet of a fire hydrant on the Airport.

Sec. 13. - Special procedures.

The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as air shows, agricultural operations, lighter than air operations, ultra-lights, etc.

Sec. 14. – Filing and Notice of Rules and Regulations.

These Rules and Regulations shall be available in the office of the City Clerk and the Airport, and shall be given to all persons who have operations or lease space at the Airport.

Sec. 15. – Penalty for Violation of Rules and Regulations.

Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the Airport, the loss of the opportunity to conduct any operations at the Airport, or such other action as the City deems appropriate, in addition to any penalties imposed if such violations are also violations of law:

Adopted this 12th day of June, 2018.

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Jerry L. Tomlinson
Chairman
Durant Airport Authority

ATTEST:

(SEAL)

NAME, TITLE

HANGAR LEASE AGREEMENT

This Agreement of Lease made and entered into this day of _____ by and between the City of Durant, Oklahoma, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the owner of the premises known as Durant Regional Airport - Eaker Field (the "Airport"); and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

1.1 The term of this lease shall be for a one (1) year period commencing on _____. Lessee must notify Lessor within 30 (thirty) days of expiration of the original lease term of their intent to vacate.

ARTICLE 2 - LEASE PREMISES

2.1 The Leased Premises shown on Exhibit "A", attached hereto and made a part hereof consist of:

2.1.1 Improved/unimproved land area consisting of approximately _____ square feet. Hangar # _____ Building # _____.

2.1.2 Any real property improvement constructed or installed thereon during the term hereof.

ARTICLE 3 - USE OF LEASED PREMISES

- 3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 It is further agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any primary purpose or purposes other than aviation purposes and/or storage of an aircraft (said aircraft must be airworthy). In the event the hangar is empty, it may not be used for non-aviation purposes or storage. Upon signing the lease agreement, Lessee has a period of six months from date of signing to obtain an aircraft. Any extension must be pre-approved by the Lessor. Should a Lessee lack ownership of an aircraft, whether voluntary or involuntary, at any point during the lease the Lessee shall have a period of six months to obtain ownership of an aircraft for storage in the leased premises. The hangar may not be used as a living quarters. Any violation of this agreement will be cause for termination of Site Lease.

ARTICLE 4 - RENTAL

- 4.1 Lessee agrees to pay to the City as rental for use of the premises and the privileges herein granted the sum of \$0.____ per square foot for a total of \$_____ per Month (rate x square footage = total).
- 4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each month, such payment shall bear interest at 10% per annum.
- 4.3 The monthly rent shall be payable at the office of the City Clerk or such other locations as may from time to time be directed in writing by the City.
- 4.4 It is further understood and agreed that there shall be a mandatory site lease rate cost review every third year, for the duration of the lease, for possible rate adjustment, up or down, based on inflation and consumer price index factors and airport improvements.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, REPAIR, AND IMPROVEMENTS BY LESSEE

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use

thereof by the rules and regulations of the State of Oklahoma, Oklahoma Aeronautics Commission, by ordinances of the City, and other minimum standards or regulations adopted for the airport and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to make any improvements, repairs or restorations upon or to the Leased Premises. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any **improvements** made by the lessee placed upon the Leased Premises by Lessee, its successors and assigns.

- 52 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises for **improvements** made by the lessee thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The Lessor, may, at their discretion, require a structural or other engineering analysis to ensure the Lessee is adequately maintaining the improvements made by the lessee on said leased property. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.2.2 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

- 53 In the event Lessee fails to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild all or any part of the Leased Premises or the improvements made by the lessee thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents

undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain any improvements of the Leased Premises made by the lessee, unless specifically stated otherwise herein.

- 54 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the City Building Department, and no such work shall be commenced until such written approvals are obtained from the City Building Department, which approval shall not be unreasonably withheld or delayed.
- 55 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changed to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may effect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.
- 56 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the City, the Federal Aviation Administration, or the Oklahoma Aeronautics Commission of air navigational, communication or flight equipment on the Airport.

6.2.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.2.4 Lessee shall comply with health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.

6.2.5 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City.

6.2.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.2.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.2.8 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.

6.2.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.2.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in approved safety containers.

ARTICLE 7 - INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

- 8.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sub lessees or tenants, or their guest or invitees.
- 8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or tenants.
- 8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee making improvements shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sub lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.
- 8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.
- 8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents

and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

ARTICLE 9 - RULES AND REGULATIONS

- 9.1 From time to time City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations, minimum standards, and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 10 - SIGNS

- 10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City Building Department. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or meet the requirements of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

- 11.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.
- 11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

ARTICLE 12 - NON-DISCRIMINATION

- 12.1 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49,

Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- 12.2 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 12.3 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13 - GOVERNMENTAL REQUIREMENTS

- 13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 13.2 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith for business conducted or property improvements made by the lessee.
- 13.3 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from for property improved by the lessee.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

- 14.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents, representatives and contractors shall

reasonably effort to notify the lessee and does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

- 14.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 14.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.
- 14.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 14.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 15 - ADDITIONAL RENTS AND CHARGES

- 15.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 15.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 16 - DEFAULT

- 16.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personalty or fixtures as the City may authorize to be removed. The foregoing rights and remedies given to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 17 - TERMINATION BY LESSEE

- 17.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long

as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

17.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

17.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 18 - SURRENDER AND RIGHT OF RE-ENTRY

- 18.1 Upon the cancellation, termination, or expiration of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation, termination, or expiration the City will re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement. Furthermore, upon such cancellation, termination, or expiration, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation, termination, or expiration, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required. Upon the reversion of the Leased Premises to the City the Lessee shall have first right of refusal to enter into an agreement to rent the Premises from the City at an agreed upon rate. The rental rate shall be determined by similarly valued City owned facilities and not the ground

lease rate.

ARTICLE 19 - SERVICES TO LESSEE

- 19.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.
- 19.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.
- 19.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, telephone, and burglary and fire protection services furnished solely to the Leased Premises as an improvement by the lessee.

ARTICLE 20 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- 20.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.
- 20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:
- 20.2.1 the amount of the total of all installments thereof payable prior to the

effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

202.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 21 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

- 21.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 21.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 21.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 22 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 22.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 23 - NOTICES

- 23.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Clerk
300 W. Evergreen
Durant, OK 74701

AND

To Lessee: _____

Phone # _____
Email _____

- 23.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 24 - HOLDING OVER

- 24.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 24.2 Any holding over by Lessee beyond the thirty (30) day period permitted for

removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

- 24.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

- 26.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

- 26.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

- 26.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

- 26.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of an supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

- 26.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

- 26.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 26.7 This Agreement shall be performable and enforceable in Durant, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 26.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, and their successors and is not made for the benefit of any third party.
- 26.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 26.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 26.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 26.12 Nothing herein contained shall create or be construed to creating a co- partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 27 - SUBORDINATION CLAUSES

- 27.1 This Agreement is subject and subordinate to the following:
- 27.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 27.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States or State of Oklahoma relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 28 - ENTIRE AGREEMENT

- 28.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.
- 28.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:
THE CITY OF DURANT,
OKLAHOMA
A Municipal Corporation
AIRPORT AUTHORITY

By: _____

JERRY L. TOMLINSON
AIRPORT AUTHORITY
CHAIRMAN / MAYOR

ATTEST:

CINDY PRICE
CITY CLERK

LESSEE:

By:_____

ATTEST:

SCHEDULE "A"

COMMERCIAL LEASE AGREEMENT

This Agreement of Lease made and entered into this day of _____ by and between the City of Durant, Oklahoma, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the owner of the premises known as Durant Regional Airport - Eaker Field (the "Airport"); and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

1.1 The term of this lease shall be for a one (1) year period commencing on _____. Lessee must notify Lessor within 90 (ninety) days of expiration of the original lease term of their intent to extend.

ARTICLE 2 - LEASE PREMISES

2.1 The Leased Premises shown on Exhibit "A", attached hereto and made a part hereof consist of:

2.1.1 Improved/unimproved land area consisting of approximately _____ square feet. Hangar # _____ Building # _____.

2.1.2 Any real property improvement constructed or installed thereon during the term hereof.

ARTICLE 3 - USE OF LEASED PREMISES

- 3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 It is further agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any primary purpose or purposes other than aviation purposes and/or storage of an aircraft (said aircraft must be airworthy). In the event the hangar is empty, it may not be used for non-aviation purposes or storage. ~~without the written permission of the City. Should the City permit short term non-aviation usage the rate shall be at a higher fair market value rate and not the aviation value rate as agreed upon in this agreement.~~ Upon signing the lease agreement, Lessee has a period of six months from date of signing to obtain an aircraft. Any extension must be pre-approved by the Lessor. Should a Lessee lack ownership of an aircraft, whether voluntary or involuntary, at any point during the lease the Lessee shall have a period of three months to obtain ownership of an aircraft for storage in the leased premises. ~~The demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. The hangar may not be used as a living quarters. Any violation of this agreement will be cause for termination of Site Lease.~~

3.1.2 It is further agreed and understood by the parties that the Lessee shall have a period not to exceed **twelve (12) months from the effective date of the lease to complete the construction of said building on unimproved land**. In the event said building is not completed within said twelve (12) month period, then, and in that event, Lessee agrees to pay the Authority a Fifty Dollar (\$50.00) per day penalty until said building is completed. In this respect, Lessee may request a thirty (30) day extension to complete said construction and if granted in writing, said penalty is waived during said extension period.

ARTICLE 4 - RENTAL

- 4.1 Lessee agrees to pay to the City as rental for use of the premises and the

privileges herein granted the sum of \$0.____ per square foot for a total of \$_____ per Month (rate x square footage = total).

- 4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each month, such payment shall bear interest at 10% per annum.
- 4.3 The monthly rent shall be payable at the office of the City Clerk or such other locations as may from time to time be directed in writing by the City.
- 4.4 It is further understood and agreed that there shall be a mandatory site lease rate cost review every third year, for the duration of the lease, for possible rate adjustment, up or down, based on inflation and consumer price index factors and airport improvements.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the State of Oklahoma, Oklahoma Aeronautics Commission, by ordinances of the City, and other minimum standards or regulations adopted for the airport and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required ~~to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises. or to any of the improvements presently located thereon.~~ City shall never have any obligation to repair, maintain or restore, during the term of this lease, any **improvements** placed upon the Leased Premises by Lessee, its successors and assigns.
- 5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises for **improvements** thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The Lessor, may, at their discretion, require a structural or other engineering analysis to ensure the Lessee is adequately maintaining the improvements on said leased property. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.2.2 Provide and maintain on the **improved** Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

- 53 In the event Lessee fails: ~~(a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance; (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement;~~ then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild ~~or paint~~ all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on

demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain improvements of the Leased Premises, unless specifically stated otherwise herein.

- 54 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the City Building Department, and no such work shall be commenced until such written approvals are obtained from the City Building Department, which approval shall not be unreasonably withheld or delayed. ~~City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.~~
- 55 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changed to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may effect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.
- 56 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the City, the Federal Aviation Administration, or the Oklahoma Aeronautics Commission of air navigational, communication or flight equipment on the Airport.

6.2.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.2.4 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.

6.2.5 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of City.

6.2.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.2.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.2.8 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.

6.2.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.2.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 6.10 shall mean the amount consumed by Lessee during any normal work day.

~~6.2.11 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the City of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the City.~~

ARTICLE 7 - INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 7.2 The use of any such roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. City may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the City, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

- 8.1 City shall not in any way be liable for any cost, liability, damage or injury,

including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sub lessees or tenants, or their guest or invitees.

8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee making improvements shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sub lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged

infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

- 8.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

ARTICLE 9 - RULES AND REGULATIONS

- 9.1 From time to time City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations, minimum standards, and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 10 - SIGNS

- 10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City Building Department. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic ~~or which fails to conform to the architectural scheme of the Airport~~ or meet the requirements of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE for UNIMPROVED PROPERTIES

- 11.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.
- 11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.
- 11.3 Any assignment of this Agreement approved and ratified by the City shall be

on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

- 11.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the City compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.
- 11.5 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 11.6 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.
- 11.7 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased Premises are occupied by anyone other than the Lessee, City may collect from any assignee, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 12 - NON-DISCRIMINATION

- 12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.

- 12.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 12.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 12.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.
- 12.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13 - GOVERNMENTAL REQUIREMENTS

- 13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction

over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.

- 132 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.
- 133 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

- 14.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 14.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the

Leased Premises.

- 14.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.
- 14.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 14.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 15 - ADDITIONAL RENTS AND CHARGES

- 15.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

- 15.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 16 - DEFAULT

- 16.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the City may authorize to be removed. The foregoing rights and remedies given to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 17 - TERMINATION BY LESSEE

- 17.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

17.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days

after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

17.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 18 - SURRENDER AND RIGHT OF RE-ENTRY

- 18.1 Upon the cancellation, termination, or expiration of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation, termination, or expiration the City will re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement. Furthermore, upon such cancellation, termination, or expiration, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation, termination, or expiration, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required. Upon the reversion of the Leased Premises to the City the Lessee shall have first right of refusal to enter into an agreement to rent the Premises from the City at an agreed upon rate. The rental rate shall be determined by similarly valued City owned facilities and not the ground lease rate.

ARTICLE 19 - SERVICES TO LESSEE

- 19.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.
- 19.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.
- 19.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, telephone, and burglary and fire protection services furnished to the Leased Premises.

ARTICLE 20 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- 20.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.
- 20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:
- 20.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the

installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

202.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 21 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

- 21.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 21.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 21.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 22 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 22.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 23 - NOTICES

- 23.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Clerk
300 W. Evergreen
Durant, OK 74701

AND

To Lessee: _____

Phone # _____
Email _____

- 23.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 24 - HOLDING OVER

- 24.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 24.2 Any holding over by Lessee beyond the thirty (30) day period permitted for

removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

- 24.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 25 - INVALID PROVISIONS

- 25.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

- 26.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

- 26.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

- 26.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

- 264 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of an supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

- 265 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

- 266 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 267 This Agreement shall be performable and enforceable in Durant, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 268 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.
- 269 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 26.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 26.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 26.12 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 27 - SUBORDINATION CLAUSES

27.1 This Agreement is subject and subordinate to the following:

27.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States or State of Oklahoma relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.

28.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:
THE CITY OF DURANT,
OKLAHOMA
A Municipal Corporation
AIRPORT AUTHORITY

By: _____

JERRY L. TOMLINSON
AIRPORT AUTHORITY
CHAIRMAN / MAYOR

ATTEST:

CINDY PRICE
CITY CLERK

LESSEE:

By: _____

ATTEST:

SCHEDULE "A"

INSURANCE COVERAGE for PROPERTY
IMPROVED BY LESSEE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of \$100,000.00 per person, 300,000.00 for any one accident, and \$100,000.00 property damage with the following coverage:

- A. broad form contractual liability
 - B. premises and operations
2. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.