

# **Machias Airport Committee Agenda 04/23/2018**

**Meeting 6pm @ KMVM**

**Attendance:**

**Call Meeting to Order:**

**Old Business:**

**Approve Previous Minutes**

**-Hangars- (Greenville Lease Agreement Attached)**

**-Pad Sizes-**

**-Leases-**

**-Design Requirements-**

**-Property Taxes?-**

**-Timing-**

**-Open House Planning- Raffles/Flights/Static Displays (BlackHawk/LifeFlight/Forest Service)**

**-Radio**

**-Burn Piles**

**New Business**

**Other Business:**

**Next Meeting: 05/21/2018 (Third Monday due to Memorial Day Holiday)**

# Town of Greenville - Airport Lease Agreement

Sample

This Airport Lease agreement is between the Town of Greenville, Maine, and

\_\_\_\_\_ (For Private Hangar Use)

This Indenture of Lease made as of the \_\_\_\_\_, by the Town of Greenville ("The Town") and \_\_\_\_\_ of \_\_\_\_\_ ("The Lessee") with a mailing address of: \_\_\_\_\_.

WHEREAS, the Town owns land developed and used as an airport, and is engaged in the business of aviation and desires to operate the facility, and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below;

NOW THEREFORE, in recognition of the foregoing recitals, and in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The Town does hereby lease that portion of land adjoining the taxiway to runway 3-21 otherwise described as lot \_\_\_\_ in Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of leasing land to build and operate a private non-commercial airport hangar and use under the following terms:

A. Lessee shall be allowed to store his (its) own aircraft, provide gas for his (its) own aircraft following applicable state and federal regulations, and to store his (its) personal property on site.

B: Lessee shall not do mechanical work on a commercial basis, sell gas or other products or services from the leased premises, or otherwise operate a commercial venture on said leased land.

C: While it is the intention of the town to pursue additional airport improvements including new taxiways, aprons, and roads the town makes no guarantee that additional airport improvements will be completed including new roads and taxiways to access said leased lot(s).

**2. TERM & RENT:** Lessee agrees to lease the premises for a term of 15 years and to pay an annual lease fee to the Town of Greenville as follows:

January 1, 2013:	\$503.32	January 1, 2018:	\$642.34	January 1, 2023:	\$823.51
January 1, 2014:	\$503.32	January 1, 2019:	\$642.34	January 1, 2024:	\$823.51
January 1, 2015:	\$503.32	January 1, 2020:	\$642.34	January 1, 2024:	\$823.51
January 1, 2016:	\$503.32	January 1, 2021:	\$642.34	January 1, 2025:	\$823.51
January 1, 2017:	\$503.32	January 1, 2022:	\$642.34	January 1, 2026:	\$823.51

The lease fee must be paid in advance each year on or before January 1, of each year. If a lease is signed prior to Jan 1, then the lessee will pay a pro-rated share (based on the percentage of the calendar year remaining) of the lease fee for the first year as the lease fee for that portion of the year. The Lessee also

Town of Greenville Airport Lease for Private Hangar and Use

agrees to pay all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. Lessee agrees to provide Town with list of all aircraft stored in hangar more than six months in a calendar year, including registration numbers.

Failure to pay any assessment or installment, (if so amortized), shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 9(A).

**3. BUILDINGS AND GROUNDS:** The lessee shall make land and building improvements and maintain any hangar subject to the following conditions:

A. All building construction and expansions and land improvements must be approved by the Board of Selectmen prior to commencement of construction. A copy of the approved plans will be attached to this lease. Such items shall first be submitted to the Airport Committee for its review and recommendation. All buildings must be used solely for the aeronautical activities referred to in this lease. All buildings and improvements must be completely constructed within two years from the date of the lease and must be structurally sound, and kept in good repair. The building exterior shall be finished with exterior siding, exterior wood and paint finish, or galvanized steel as approved by the Board of Selectmen. There shall be no building construction or obstructions of any kind placed within 10 feet of the leased lot line facing the 40 ft. access road to allow a sufficient right of way and passage for airplanes to access other leased lots. All building construction must conform to F.A.A. Regulations, specifically Part 77 Protected Surfaces requirements. All buildings and grounds shall be kept in a clean and safe condition and shall conform in appearance to the surrounding homes, businesses, or airport activities in the judgment of the Board of Selectmen.

B. All storage of parts, equipment, and other materials will be done in an orderly, clean, safe and attractive manner. Only storage of parts, equipment, and other material used for commercial aeronautical activities as set forth herein shall be permitted. All waste and junk shall be removed from the premises promptly.

C. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of the lessee and the lessee shall have the right to remove the same from the premises within sixty days from the date of the termination of the lease. Any property not so removed within said sixty day period, shall become the property of the lessor to be disposed of in such a way as it may be deemed fit. In the event the lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads as shown on Exhibit "A" attached, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

Town of Greenville Airport Lease for Private Hangar and Use

**4. SUBLETTING:** The lessee shall not at any time assign, sell, convey, or sublet this lease or any part thereof, without the prior written consent of the Board of Selectmen of Greenville. Any consent shall provide that:

- A. Lessee shall notify the Town of the name and address of the proposed sublessee or tenant.
- B. Any agreement between lessee and such assignee or sublessee shall require full compliance by such party with the obligations on the part of the lessee to be performed thereunder.

**5. LIABILITY:** Lessee shall indemnify and hold harmless the Town, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises or the roads, driveways or other public places used by Lessee at the airport. Part of the foregoing obligation of Lessee under this Section shall be met by the Lessee by obtaining and maintaining continuously in effect and all times during the term hereof, at Lessee's sole expense, general liability insurance in a form satisfactory to the Town to cover Lessee's liability by reason of its tortious conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the Town as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury to or death of any one person in any one accident; \$1,500,000 for personal injury to or death of two or more persons in any one accident; and \$1,000,000 for damages to property in any one accident. Lessee shall provide Lessor with evidence satisfactory to Lessor of all such insurance, and shall notify Lessor in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee has knowledge.

**6. DISCRIMINATION:** Lessee hereby covenants not to discriminate against any employee or applicant for employment in the performance of this agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry, or because of his age, except where based on a bona fide occupational qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement of subleases hereunder, shall be excluded from participation, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities.

**7. CONFORMANCE TO PRESENT AND FUTURE LAWS:** The lessee will not use or occupy the premises for any unlawful purpose; and will conform to obey all present and future laws and ordinances, and all rules, regulations, requirements and minimum standards (should such be adopted by the Town) orders of all governmental authorities.

**8. LEGAL FEES:** Lessee will pay to the Town of Greenville reasonable attorney's fees if the Town employs an attorney to protect the interest of the Town in the event the lessee is adjudged bankrupt, or legal process is levied upon the interest of the lessee in this lease or said premises, or in the event the lessee violates any of the terms and employment of an attorney is necessary in the judgment of the Town to enforce the provisions of this lease or otherwise to protect and defend the interests of the Town.

**9. TERMINATION:** It is covenanted and agreed that:

A. If the lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof this lease shall terminate.

B. The lessee can terminate this lease by giving 30 days written notice. The Town may terminate this lease at any time by giving 30 days written notice upon a declaration by the Board of Selectmen that a public exigency exists requiring such termination. In the event that it is necessary for the Town to terminate this lease prior to the term set forth in paragraph 2, the lessee shall have the option either to follow the procedure set forth in paragraph 3.c. above or to receive compensation at fair market value for the buildings and improvements owned by lessee as established by an appraiser agreed upon by the Town and lessee.

**10. OPTIONS TO EXTEND:** Lessee shall have the right to extend this lease for a further term of a minimum of 5 years provided that lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, the lessee shall notify the lessor in writing of its election to lease the demised premises for an additional term, whereupon the parties hereto shall proceed to negotiate a time period (not less than 5 years if desired by lessee) for an additional term. Unless otherwise stated, a "term" shall be for a 15 year period. There is no limit to the number of times this agreement may be renewed, provided both parties are in agreement and the terms of this document, including this section, are adhered to.

**11. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this lease be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

**12. EXECUTION:** In witness thereof, the Town and Lessee have executed this lease.

Date: \_\_\_\_\_

By: Inhabitants of the Town of Greenville

Witness: \_\_\_\_\_

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Lessee