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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF ABILENE AND JOHN A. MATTHEWS, TO LEASE GROUND SPACE TO CARRY ON AERONAUTICAL ACTIVITIES, AT THE ABILENE MUNICIPAL AIRPORT.

WHEREAS, John A. Matthews desires to lease a certain area at the Abilene Municipal Airport for the purpose of carrying on aeronautical activities; and,

WHEREAS, it is the opinion of the City Council that the lease agreement, a copy of which is attached hereto, should be approved and that the Mayor should be authorized to execute same on behalf of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART I: That the lease agreement, a copy of which is attached, for lease of certain premises at the Abilene Municipal Airport by John A. Matthews, for the purpose of carrying on aeronautical acitvities, be, and the same is hereby, in all things, approved.

PART 2: That the Mayor be and he is hereby authorized to execute said Tease agreement for and on behalf of the City of Abilene.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of March, A. D. 1979.



(SEAL)

*John A. Matthews*  
MAYOR

ATTEST:

*Ruth Hodgen*  
CITY SECRETARY

APPROVED:

*David M. Hoffis*  
Asst CITY ATTORNEY

City's Copy

AIRPORT LAND LEASE  
FOR HANGAR PURPOSES

THE STATE OF TEXAS  
COUNTY OF TAYLOR

KNOW ALL MEN BY THESE PRESENTS:

THAT, the City of Abilene, a municipal corporation, of Taylor County, Texas, herein called the "Lessor" and/or the "City", and John A. Matthews, an individual living in Abilene, Taylor County, Texas, herein called "Lessee", do hereby agree as follows:

THAT WHEREAS, Lessor owns and operates near the City of Abilene, a public airport which includes all aeronautical navigation facilities, NOW, THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby hire and lease from Lessor the following premises, rights and easements on and to the Airport upon the following terms and conditions performable in Taylor County, Texas, to-wit:

1. Lessor does hereby lease and demise unto Lessee a tract of land approximately 100 feet x 100 feet on the City's Airport land near the other Airport buildings, as more particularly shown by the attached drawing marked Exhibit "A" and made a part hereof for all purposes.
2. Lessee, in the construction of any building and/or hangar facilities on this leased land expressly agrees to maintain a minimum of twenty (20) feet clearance on the sides and back between his buildings and the property line; and to maintain sufficient front clearance to park his planes, off the taxiway area with a minimum of twenty-five (25) feet in front between his building and the property line.
3. Lessee shall have the right to:
  - (a) The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon;
  - (b) The right of ingress to and from the demised premises, which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
  - (c) The right to provide storage space for aircraft.

- (d) The right in common with others authorized to so do, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying, and landing of aircraft of Lessee.
4. Rent payments are to begin on the 1st of the month following the approval of this contract.
- The rental rate shall be \$0.04 per year, per square foot, to be paid to Lessor by Lessee in twelve (12) equal monthly payments in advance each month.
- The term of this lease shall be for five (5) years from the date hereof with an option to lease the same property for a like term at the then prevailing rental rate.
5. All utilities, connections and services to be paid by the Lessee; location of service connections to be approved by the City Engineer and Airport Manager.
6. Lessee shall not, at any time during the term of this lease, either directly or indirectly, assign or transfer this agreement or any interest therein without the written consent of the Lessor.
7. The parties hereto for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:
- (a) Lessee agrees to observe and obey during the term of this lease, all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport.
- (b) Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries or death to persons or damage to property caused by Lessee's use or occupancy of the leased premises or that of its agents or employees; provided however, that Lessee shall not be liable for any injury, damage or loss occasioned by the negligence of Lessor, its agents or employees; and provided further that Lessee shall give to Lessor prompt and timely notice of any claim made or suit instituted, which in any way directly or indirectly contingently or otherwise affects or might affect Lessor, and Lessor shall have the right to compromise and defend the same to the extent of its own interest.
- (c) Lessee shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility against all liability for accidents arising out of or in connection with Lessee's use and occupancy of the leased premises, except when caused by Lessor's negligence, or that of its agents or employees, and shall furnish to Lessor, certificates evidencing such insurance, subject to the limitations set forth above in respect to Lessor's

negligence, and the Lessor shall further be furnished with a certificate to effect that such insurance shall not be cancelled or materially changed without ten (10) days prior notice to Lessor. The types and minimum limits of such insurance shall be as follows:

<u>TYPE</u>	<u>MINIMUM LIMITS</u>
Comprehensive General Liability	\$100,000.00 Per Each Person
	\$300,000.00 Per Any One Accident
	\$50,000.00 Property Damage

- (d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.
- (e) Lessor hereby designates the Airport Manager as its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives.

(f) Notices provided for herein, shall be sufficient if sent by Certified, United States Mail, addressed as follows:

To Lessor: City of Abilene  
P.O. Box 60  
Abilene, Texas 79604

To Lessee: John A. Matthews  
P.O. Box 176  
Abilene, Texas 79604

(g) Lessee shall keep the premises, as described in paragraph 1, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers for waste within the building or buildings to be erected on said premises, and the ground shall be kept in order that grass may be maintained and mowed in the area around the hangars.

(h) Lessee shall pay all taxes and assessments against the property placed on the premises by the Lessee during the term of this agreement. Delinquency on taxes shall be cause to cancel this lease without further notice.

8. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
9. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the Airport.

10. If Lessee shall violate any of the restrictions on this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises, and Lessee shall have thirty (30) days in which to remove his facilities and property from said land and if he fails or refuses to do so, after notice, then he shall forfeit to Lessor all rights to and interest in any and all facilities and/or property left on the leased land.
11. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
12. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
13. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
14. It is expressly recognized that the building and facilities anticipated under this agreement are being maintained on the City's Public Airport land and that occasions may arise in the future, and before the end of this term, when public need may make the cancellation of this agreement a necessity for the general benefit of said public Airport. It is therefore expressly agreed that if said condition does exist that the City may, upon the giving of thirty (30) days notice and the payment to Lessee by the City of a sum of \$100.00 liquidated damages, the Lessee shall immediately remove any and all of his facilities from the Airport land or to another location mutually agreed upon by both parties, providing that no further liability of any kind to Lessee or anyone else holding under this contract, shall accrue because of any cancellation as herein provided.
15. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Sec. 308(a) of the Federal Aviation Act of 1958, and revisions of same.
16. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of the Lessee and without any interference or hindrance.
17. Lessor reserves the right but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Lessee in regard to such repairs.

18. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with a right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor would limit usefulness of the Airport, constitute a hazard to aircraft, or conflict with the Master Plan.
19. Lessee, for itself, its 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 religion, sex, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to unlawful discrimination in the use of said leased premises, (2) that in the construction of any improvements on, over, or under such leased premises and the furnishing of services thereon, no person on the grounds of religion, sex, race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to unlawful discrimination and, (3) that the Lessee shall use the premises in compliance with all of the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination 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.

20. At any time during the term or any renewal hereof, either party shall have the right to cancel this lease upon the giving of ninety (90) days written notice to the other party. Such notices shall be given in the manner set out in paragraph 7(f) above. Should Lessor exercise its rights under this paragraph, Lessee shall have a reasonable time within which to remove its hangar from the leased premises; provided however, that such time shall be not more than one hundred twenty (120) days without the written consent of Lessor.

IN WITNESS WHEREOF, the parties have hereunto set thir hands and signatures  
 this 22 day of March, A.D. 1979.

ATTEST:

Ruth Hodgkin  
 City Secretary

CITY OF ABILENE, LESSOR

by: Oliver Howard  
 Oliver Howard, Mayor

APPROVED:

ASST David M. Wynn  
 City Attorney

John A. Matthews  
 JOHN A. MATTHEWS, LESSEE