

RESOLUTION NO. 2020-12

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PAYETTE, IDAHO, APPROVING THE LEASING OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF PAYETTE AT THE PAYETTE MUNICIPAL AIRPORT TO TIM AVERY, FOR THE PURPOSE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PERSONAL AIRPLANE HANGAR, AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THE AIRPORT LAND LEASE AGREEMENT FOR THIS PURPOSE.

WHEREAS, the City owns property at the Payette Municipal Airport that is available to be used for the construction, operation and maintenance of personal airplane hangar and which property is not used or needed for any other City purpose and will not be needed for any other City purpose in the foreseeable future, and,

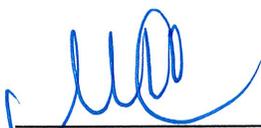
WHEREAS, the City desires to enter into the Airport Agreement and Land Lease for the property at the City of Payette Municipal Airport that is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Payette, Idaho, as follows:

1. That the City of Payette, Idaho, enter into the Airport Agreement and Land Lease attached hereto with Tim Avery, for the construction, operation and maintenance of an airplane hangar at the airport for personal use, upon the terms and conditions contained in said Airport Agreement and Land Lease.
2. That Mayor and City Clerk be, and they are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Payette, Idaho, the Airport Agreement and Land Lease that is attached hereto.

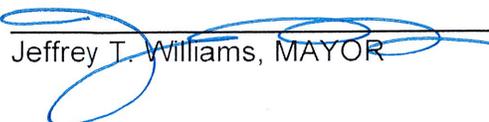
PASSED by the Council of the City of Payette, Idaho, and approved by the Mayor this 8th day of September 2020.

ATTEST:



City Clerk

SIGNED:



Jeffrey T. Williams, MAYOR



430761

PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

TIM AVERY

This Lease Agreement is made and signed this 8th day of September, 2020 by and between the City of Payette, "Landlord" and Tim Avery ("Tenant").

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2910 Airport Road, Payette, Idaho (the "Leased Premises").
2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease.
3. **Lease Term and Holdover.** The term of this Lease shall be for the period from September 8th through April 30, 2038 (the "Lease Term"), with one option for an additional renewal of a thirty-year term upon such terms and conditions as may be negotiated at the time of renewal. Any holding over after the term of this Lease, with the consent of the Landlord, shall be considered to be a tenancy from month to month. That tenancy shall be at the same rental amount as was required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease unless Landlord provided the Tenant with a 30-day notice of increase paragraph 4. c. applies. All other terms and conditions specified in this Lease shall apply.
4. **Rent.** The rent to be paid by the Tenant to the Landlord is described as follows:
 - a. \$0.11 annually per square foot of land within the Leased Premises, and it is agreed that there are 2400 square feet of space within the Leased Premises. Pro-rated from the date of this lease to December 31, 2020.
 - b. Accordingly, the rent during the primary term of this Lease is \$264.00 annually; this shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
 - c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
 - d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional \$25.00 late fee.
5. **Surrender and Restoration of leased Premises, Right of First Refusal to Purchase Building and Structures, Conditions for the Granting of a New Lease Agreement, and Closure of Airport.**
 - a. **Surrender and Restoration of Leased Premises.** At the end of the term of this Lease, Tenant shall peacefully surrender the Leased Premises in a fully restored condition, including the removal of all Improvements, unless Landlord grants a new lease agreement under the conditions of paragraph 6.d herein. Restoration of the leased Premises shall also include fine grading to allow for the proper flow of

drainage into the appropriate storm water inlet or other system. All components of those Improvements removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Tenant. Complete removal of Improvements and restoration of the leased Premises shall be complete no later than 90 calendar days after the expiration date of this Lease Agreement.

- b. **Other Personal Property.** Any personal property left on the Leased Premises shall, at the option of the Landlord, become the exclusive property of Landlord, without liability for payment, if said personal property remains on the Leased Premises for any reason, thirty (30) days after termination of this Lease.
- c. **Right of First Refusal to Purchase Buildings and Structure Prior to the End of the Term of the Lease.** Tenant shall not sell the Improvements on the leased Premises prior to the end of the lease Term unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell Improvements on the Leased Premises from third party, which Tenant desires to accept, prior to the end of the Lease Term, Tenant shall give notice to Landlord, pursuant to paragraph 32.f below, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Tenant in writing that it will do so. If Landlord does match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer, substituting only Landlord for the third party. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease including, but not limited to, paragraphs 4 and 25. If however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and structures to Landlord on the changed terms. The failure of the Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer. In no event shall the Tenant or any purchaser remove the Improvements unless requested to do so by the Landlord.
- d. **Conditions for the Granting of a New Lease Agreement.** This lease shall expire on the last day of the Lease Term as defined in paragraph 3 herein. In the event that Tenant desires to continue occupying the Leased Premises, Tenant may request that Landlord enter into a new Lease Agreement. Tenant shall be eligible for a new lease Agreement on the Leased Premises provided the following conditions are met by Tenant:
1. Good Repair. The Leased Premises and all Improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. Landlord reserves the right in its sole discretion to determine what constitutes a state of "good repair".
 2. Compliance with all other Provisions. Tenant shall be in compliance with all other provisions of this Lease. If a new lease is granted, the term of the new lease shall be at the sole discretion of Landlord, and in any case shall not be longer than the estimated useful life of the Improvements as determined by the Landlord in its sole discretion. The landlord will act in its discretion as a reasonable landlord.
 3. Intent to continue Leasing. It is the intention of the Landlord to continue leasing the property.
- e. **Closure of Airport**

In the event Lessee shall construct a structure upon the leased premises and the Lessor should during the term of the lease abandon the airport, the following rules shall apply. In the event the airport is closed for reasons beyond the power of the Lessor, such as an FAA closure or closure by reason of a court ordered mandate, the Lessee shall have 90 days in which to remove the hanger or the hanger shall become the property of the Lessor. In the event the airport is closed due to a decision by the Mayor and City Council, the Lessor shall pay to the Lessee the appraised value of the hanger at the time the Lessee loses possession.

7. **Use; Outside Storage.** The Leased Premises shall be used only for those activities authorized in the Payette Municipal Airport Minimum Standards for Commercial Activities, rules and regulations, or as otherwise specifically authorized by the Payette City Council in writing and for no other purpose without Landlord's consent, which may be withheld for any reason. Tenant shall not engage in any hazardous activity. Tenant agrees to conduct its business on the Leased Premises so as to comply with all statutes, ordinances and other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the building under any statute, ordinance or other governmental regulation including the zoning and building ordinances and regulations of the City of Payette. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform to acceptable safety standards. Applicable FAA standards shall be used as a guideline.

8. **Real Estate Taxes.** Tenant agrees to pay all of the special assessments and the general ad valorem real estate taxes on the Leased Premises, if any, for the land and the Improvements and in addition, Tenant shall pay all personal property taxes during the term of this Lease. The duty of the Tenant to pay taxes includes any "possessory interest" taxes.

9. **Insurance on Building.** Tenant agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. Landlord shall not be obligated to provide any insurance coverage nor shall Landlord be liable for any of Tenant's personal property, contents or fixtures within the building. Tenant has been advised to seek their own insurance for such items.

10. **Liability Insurance.** Tenant shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by Tenant. The limits of the liability shall not be less than the amount specified in the Payette Airport's Minimum Standards for Commercial Activities for the type of activity taking place on the Leased Premises.

11. **Additional Requirements Regarding Liability Insurance Policies.** As to all policies of insurance issued in compliance with paragraph 10 above: (a) Landlord shall be listed as an additional insured, (b) the policies shall require 30 days notification to the Landlord in the event of intended cancellation by the insurer, (c) if requested by

Landlord, Tenant shall provide evidence of payment of premiums and (d) Tenant shall provide Landlord with a true copy of all such policies.

12. Repair and Maintenance of Leased Premises. Tenant has inspected and accepts the Leased Premises in its present condition and acknowledges that the Leased Premises are in good condition. Tenant shall be responsible for all repairs on the Leased Premises, including the Improvements, if any. In the event Tenant shall fail to commence necessary repairs for which it is responsible, including any repairs to the Improvements or fails to diligently pursue the completion of such repairs, Landlord in addition to all other remedies available under this Lease (and without waiving any other remedies), may make such repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Tenant. Tenant shall not commit or suffer waste, impairment or deterioration of the Leased Premises or the Improvements thereon or any part thereof, reasonable wear and tear excepted.

Tenant shall keep the Leased Premises free of trash and debris, remove snow and ice from the Leased Premises, and otherwise comply with the requirements of any governmental authority.

13. Signs. Tenant shall not install signs on the Leased Premises or anywhere else on the Payette Municipal Airport, either free standing or attached to the building, without the written consent of Landlord. All signs for which consent is granted shall comply with Landlord's Code of Ordinances.

14. Utilities. Tenant shall be responsible for directly paying all charges for services to any Improvements on the Leased Premises including, but not limited to, water, sewer, electricity, natural gas, telephone and trash removal.

15. Landlord Not Liable For Damage; Indemnification. Tenant expressly waives and releases any right it might otherwise have to make any claim against Landlord by reason of damage to any of the property of Tenant or by reason of injury or damage to the person or property of its customers or employees even though such injury or damage occurs by reason of the condition of the building or any other part of the Leased Premises. Moreover, Tenant hereby waives any right it might otherwise have to recover from Landlord, by reason of damage to Tenant's property, or by reason of injury or damage to the persons or property of its customers or employees caused by any actions of the other Tenant or the employees, customers or independent agents of the other Tenant, regardless of whether such actions are intentional, negligent or otherwise. However, nothing in this paragraph 16 shall relieve Landlord from any damage caused by the conduct of Landlord or the conduct of persons acting under its direction. If any customer, employee or independent contractor of Tenant makes a claim against Landlord of the type referred to in this paragraph 16, Tenant shall be required to hold Landlord harmless from any such claim and shall indemnify Landlord from any liability which he incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

16. Inconvenience During Construction. Tenant recognizes that from time to time during the term of this Lease, it may be necessary for Landlord to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Payette Municipal Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Tenant and its operation at the

Payette Municipal Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

17. **Damages to Leased Premises.** If the Leased Premises are damaged by fire or any other casualty, this Lease shall remain in effect and Tenant shall be obligated to replace any buildings or structures, using any insurance proceeds to fund such repairs or replacements.

18. **Bankruptcy.** If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for Tenant's business operated on the Leased Premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

19. **Condemnation.** In the event of condemnation, in whole, or in part, the Landlord shall be entitled to the portion of any award that is attributable to the real estate value and the Tenant shall be entitled to the portion of any award that is attributable to the Improvements constructed by the Tenant and the right to receive any governmental benefits available to a tenant by reason of the disruption of its business from condemnation including, but not limited to, any relocation benefits.

20. **Covenant of Quiet Enjoyment.** Landlord hereby represents that it has the full right and power to enter into this Lease and hereby covenants that Tenant shall have quiet possession of the Leased Premises throughout the term of this Lease so long as Tenant complies with its obligation hereunder.

21. **Subordination.** Landlord shall have the right to encumber the real estate portion of the (but exclusive of the Improvements) Leased Premises either before or after the commencement of the lease term. If Landlord desires to encumber the real estate portion of the Leased Premises, Tenant agrees to promptly execute and deliver any instrument reasonably required by Landlord, or a lender to Landlord, to evidence the subordination of this Lease. However, Tenant shall have the right to condition its delivery of any such instrument on the receipt from any lender requiring the subordination of a written confirmation, in a form suitable for recording, which provides that, notwithstanding any contrary provision of the mortgage or deed of trust in favor of the lender, lender and any person acquiring an interest in the Leased Premises through foreclosure of the mortgage or deed of trust, will not disturb the possession, use or enjoyment of the Leased Premises by Tenant, as long the Improvements will not be encumbered and all obligations of Tenant are fully performed in accordance with terms of this Lease.

22. **Estoppel Certificate.** At the request of either party, the other party shall certify in writing: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and, (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any prospective Tenant.

If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

23. Landlord's Access. Landlord reserves and retains for its officers and authorized representatives, the full and unrestricted right to enter the real estate portion of the Leased Premises at any time and the Improvements with 24 hours prior notice to Tenant, except in the case of emergency, for the purpose of inspecting or protecting such premises and of doing any and all activities which Landlord may deem necessary for the proper general conduct and operation of the Payette Municipal Airport. In case of emergency, no notice shall be required. During the last six (6) months of the lease term, the Landlord may exhibit the Leased Premises to prospective tenants.

25. Restriction on Assignment and Sublease, Change in Ownership of Tenant Entity. Tenant shall have no right to assign its rights under this Lease without the written consent of Landlord and Landlord may withhold the consent for any reason; consent will not be unreasonably withheld. If Tenant is other than a natural person, prior to the commencement of this Lease, Tenant shall submit to Landlord a copy of its governing documents, including the names and addresses of its present principal owners and the percentage of such entity owned by each owner. During the term of this Lease, if one or more of such principal owners shall no longer be a principal owner of such entity, then this Lease shall terminate at the option of Landlord, unless written approval of such change in ownership is granted by Landlord. "Principal Owner" is defined as anyone who owns at least thirty percent (30%) of Tenant's entity. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. Defaults and Remedies.

a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:

1. Tenant defaults in the payment of any installment of rent or payment of Utilities and does not cure that default within 15 days of mailed or served written notice;
2. Tenant vacates or abandons the Leased Premises or ceases business activities for a period of sixty (60) consecutive days;
3. Tenant defaults in the performance of any of its other obligations under this Lease including, but not limited to, the obligations regarding taxes, insurance and maintenance, and if any such other default is not corrected within sixty (60) days after Landlord has given Tenant written notice specifying the Default.

Upon any such default Landlord shall have the right to declare the term of this Lease ended, and to re-enter and take complete possession of the Improvements and Leased Premises, whereupon this Lease, and all of the rights of Tenant, shall terminate. If this Lease is so declared terminated, Landlord shall have the right to sue for and recover all rents and other sums due Landlord under the terms hereof at the time of termination, including damages resulting from any breach on the part of Tenant and if Landlord elects to remove the Improvements, the right to recover for the cost of removal of the Improvements and to restore the Leased Premises pursuant to paragraph 6 a above.

b. In addition to the rights specified in paragraph 26 a above, Landlord also has the

right, without re-entering the Improvements and Leased Premises or terminating this Lease, to sue for and recover any and all rents and other sums, including damages, at any time and from time to time during the term of this Lease.

c. If Landlord proceeds under either subparagraph 1 or 3 above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make any claim against Landlord for damage to such personal property; for the interruption of Tenant's business by reason of the removal; for reimbursement for the cost of transportation and storage; or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.

d. If Tenant defaults with respect to any of its obligations under this Lease, other than the payment of rent, and if such default continues for thirty (30) days after notice thereof to Tenant, Landlord shall have the right to make any payments that are necessary to remove the cause of the default. Tenant shall be obligated to fully reimburse Landlord for any such payment together with interest at the rate of eighteen percent (18%) per annum from the date of payment by Landlord to the date of reimbursement by Tenant.

e. In the event of default of Tenant, Landlord shall have the right to a Landlord's lien on the Improvements and personal property of Tenant.

f. The above specification of rights shall not preclude any other right or remedy which Landlord or Tenant may have by law or equity.

g. No waiver by Landlord or by Tenant of any breach by the other of its or his obligations or covenants hereunder will be a waiver of any subsequent breach.

27. Environmental Protection Agency (EPA) Payette Municipal Airport and State Storm Water Management Regulations. Tenant shall comply with all EPA, Payette Municipal Code and State Storm Water Management statutes, rules, plans, policies and regulations.

28. Attorney's Fees in the Event of Litigation. In the event of a dispute between Landlord and Tenant, which results in litigation, the prevailing party in litigation shall be awarded its costs and reasonable attorney's fees.

29. Agreements with the United States. This Lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Payette Municipal Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

30. Airport Rules and Regulations. In addition to all provisions of this Lease, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: the Payette Municipal Airport Minimum Standards for Commercial Activities, the Payette City Code, the Payette Municipal Airport Rules and Regulations, the Non-Public Aircraft Fuels Dispensing Rules, Airport Security Plan, and all other policies, rules and regulations adopted by the Payette Municipal Airport Commission in the future, all as presently adopted, but also including any and

all amendments made after the date of this Lease.

31. Federal Aviation Administration Lease Requirements.

a. Tenant for itself, 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 (a) no person on the grounds of race, gender disability, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to, discrimination in the use of said facilities; (b) 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, gender disability, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that Tenant shall use this paragraph 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 of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

c. Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.

d. Non-compliance with provisions (a), (b) and (c) in subparagraph a. above after written findings, shall constitute a material breach thereof, and in the event of such non-compliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of Landlord or the United States, either or both of said Governments shall have the right to judicially enforce said provisions (a), (b) and (c).

e. Tenant agrees that it shall insert the above four provisions in any lease by which Tenant grants a right to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any plan, modification or alteration of any present or future building or structure situated on the Leased Premises.

g. It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.

h. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating Payette Municipal Airport.

430761

i. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises above the elevation set in the City of Payette Zoning Regulations or of such a height to interfere with or endanger any aircraft. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object or to cut the offending tree, all of which shall be at the expense of Tenant.

j. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Payette Municipal Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

32. *Miscellaneous.*

- a. Time is of the essence in all provisions of this Lease.
- b. This lease shall be interpreted in accordance with the laws of the State of Idaho.
- c. This Lease is binding upon and will inure to the benefit of the parties hereto, their successors, their personal representatives, heirs, devisees, and assigns.
- d. The provisions of this Lease may be amended only by a written instrument signed by both parties.
- e. Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.
- f. Any notice permitted or required by this Lease may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:

City Coordinator
Payette Municipal Airport
700 Center Avenue
Payette, Idaho 83661

and notice to Tenant shall be delivered or mailed to:

Tim Avery
2433 NE 23rd Avenue
Payette, ID 83661

or to such other address or addresses as may hereafter be specified by notice given as provided above.

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

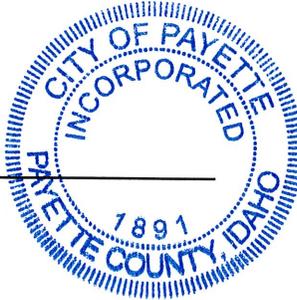
LANDLORD:
CITY OF PAYETTE

TENANT:

By: [Signature]
Its: MAYOR

By: [Signature]
Its: TIMOTHY H AVERY

ATTEST:
[Signature]
Mary Cordova
City Clerk



ACKNOWLEDGMENT

State of Idaho
County of Payette

On this 8th day of September, 2020, before me Sarah Skelly, a notary public in and for said State, personally appeared Tim Avery known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Payette
Commission Expires 6/2026

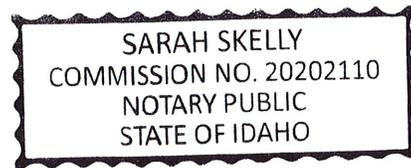


State of Idaho)
County of Payette) S.S.
City of Payette)

On this 8th day of September, 2020, before me, a Notary Public in and for said State, personally appeared Jeff Williams, Mayor, and Mary Cordova, City Clerk, known to me to be the Mayor and City Clerk of the City of Payette, Idaho, who executed the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

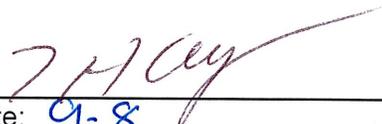
[Signature]
Notary Public
Residing at: Payette
Commission Expires 6/2026



430761

Personal Guarantee

By his signature on this Lease, personally and individually guarantees performance by Tenant of this Lease including, but not limited to, the rent and all of Tenant's promises, covenants, conditions and obligations.


Date: 9-8, 2020.

Instrument # 430761

STATE OF IDAHO, PAYETTE COUNTY

9-15-2020 01:11:17 PM No. of Pages: 13

Recorded for : CITY OF PAYETTE

LINDSEY BRATCHER

Ex-Officio Recorder Deputy

Fee: 0.00

Index to: MISCELLANEOUS TRANSACTION - MISC



**EXHIBIT A
SITE PLAN AND LEASE BOUNDARY**



2074 Shelley Dr.
Payette, ID 83661
(208) 405-1842

Project: 20065
Date: September 2, 2020
Page: 1 of 1



**CITY OF PAYETTE
PROPOSED AIRPLANE HANGER
LEASE AREA**

This lease area is situated in a portion of Lot 2 of Airport Development Subdivision filed for record in the office of the Payette County Recorder in Book 7 at Page 11 and further located in the SE1/4 of the NW1/4 of Section 26, Township 9 North, Range 5 West, Boise Meridian, City of Payette, Payette County, Idaho and is more particularly described as follows:

COMMENCING at the northeast corner of said SE1/4 of the NW1/4, from which the southeast corner of said SE1/4 of the NW1/4 bears S.00°39'17"W., 1305.01 feet; thence along the east boundary of said SE1/4 of the NW1/4,

- A) S.00°39'17"W., 369.31 feet; thence leaving said east boundary,
- B) N.89°20'43"W., 7.10 feet to a point being witnessed by a 1/2 inch iron rod with orange plastic cap marked "STRICKER PLS 14223" which bears N.01°54'07"W., 5.00 feet and the **POINT OF BEGINNING**; thence,
 - 1) S.01°54'07"E., 50.00 feet to a point being witnessed by a 1/2 inch iron rod with orange plastic cap marked "STRICKER PLS 14223" which bears S.01°54'07"E., 5.00 feet; thence,
 - 2) S.88°05'53"W., 48.00 feet to a point being witnessed by a 1/2 inch iron rod with orange plastic cap marked "STRICKER PLS 14223" which bears S.01°54'07"E., 5.00 feet; thence,
 - 3) N.01°54'07"W., 50.00 feet to a point being witnessed by a 1/2 inch iron rod with orange plastic cap marked "STRICKER PLS 14223" which bears N.01°54'07"W., 5.00 feet; thence,
 - 4) N.88°05'53"E., 48.00 feet to the **POINT OF BEGINNING**.

CONTAINING 2,400 square feet, more or less.

SUBJECT TO all Easements, Rights, Rights-of-Way and all other encumbrances of record or implied.

www.strickersurvey.com