

AGENDA
SHAWNEE AIRPORT AUTHORITY
September 21, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the September 8, 2020 regular meeting.
 - b. Approval of Aeronautical Lease Agreement with Central Oklahoma Aero Club.
2. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
3. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

Shawnee Airport Authority

1. a.

Meeting Date: 09/21/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 8, 2020 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION, TUESDAY, SEPTEMBER 8, 2020, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 4:03 P.M. ON SEPTEMBER 3, 2020. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Matthews, Weaver, Flood, Bolt, Sehorn, Salter

ABSENT: Rutherford

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the August 17, 2020 regular meeting.

A motion was made by Trustee Weaver, seconded by Trustee Sehorn, to approve the Consent Agenda Item No. 1(a). Motion carried 6-0.

AYE: Weaver, Sehorn, Salter, Matthews, Flood, Bolt

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known, or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:38 p.m.)

ED BOLT, CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

DRAFT

Shawnee Airport Authority

1. b.

Meeting Date: 09/21/2020

Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of Aeronautical Lease Agreement with Central Oklahoma Aero Club.

Fiscal Impact

Attachments

Lease



To: Shawnee Airport Authority

**The Honorable Ed Bolt, Mayor
Darren Rutherford, Vice Mayor
Travis Flood, Commissioner
Daniel Matthews, Commissioner
Ben Salter, Commissioner
Mark Sehorn, Commissioner
Bob Weaver, Commissioner**

**From: Bonnie A. Wilson, CM
Airport Manager**

Date: September 21, 2020

Subject: Approval of Aeronautical Lease Agreement with Central Oklahoma Aero Club

Nature of Request

Authorize staff to execute an Aeronautical Lease Agreement with Central Oklahoma Aero Club, LLC.

Staff Analysis and Considerations

At the July 15, 2020, Regular Meeting of the Airport Advisory Board, staff presented a DRAFT Request for Proposals (RFP) for lease of Hangar No. 100. Following a discussion on the matter and approval of the draft RFP, the Chairman requested participation from the members for a review of any submissions. Vice Chairman Mr. Fogerty and Mr. Lee volunteered to provide reviews and a recommendation to the full AAB.

The Request for Proposals was subsequently published in the Shawnee News Star, the County Wide and Sun, the City of Shawnee website, several aviation websites, and provided directly to parties expressing an interest in submitting a proposal. Five proposals were received by the published deadline. The Review Committee made up of Vice Chairman Fogerty, Mr. Lee and Ms. Bonnie Wilson considered the proposals and scored the submissions according to the published criteria.

The Review Committee provided the full Airport Advisory Board with a recommendation to award an Aeronautical Lease Agreement to the Central Oklahoma Aero Club. The Review Committee's recommendation is based on:

Proposers' Described Use of Facilities – Private/members only flight club, consisting of six members, operating seven aircraft to include: Piper Apache PA-23-160 Twin Engine; Tecnam P2008; Piper P A-24-250 Comanche; Ercoupe 415C and Zenith CH701; Piper Meridian, Turbo Prop; Ercoupe 415C.

Proposed Rental Rate and Estimated Revenue Generation from Proposed Activities - The COAC is offering a rental rate of nine-hundred (\$900.00) per month, and an estimated fuel consumption of one-thousand-three-hundred-ninety-two (1,392) gallons per month.

Qualifications – All members must be pilots, and must be qualified and “checked-out” by a qualified member of the Club to fly club aircraft. The Chairman of the club is a Certificated Flight Instructor with both multiengine and instrument airplane ratings, and is available to provide training and assessments to COAC members "club" aircraft, provide "discovery flights" to potential members and train new members on club aircraft available for use.

Experience - There are no specific "services" provided other than the use of club aircraft, and flight instruction to other members. The Chairman's experience includes: Lt.Col. US Air Force (Ret.) -- Instructor/Evaluator Pilot, ADO, Deputy Chief of Training; Chief of Combat Operations / Flight CC / Chief of Wing Exercises. One member is a Flight Surgeon with the Air National Guard and an Aviation Medical Examiner. One member serves on a municipal airport advisory board. Four members have senior executive commercial business management experience.

References – The Club is a new entity and act as their own customers. Financial documents and professional references were provided to support this element.

Quality and Clarity of the Proposal – The proposal included all required documentation and was supplemented by a copy of the Club's bylaws indicating the Club's level of professionalism and organizational focus.

Recommendation

The Shawnee Airport Advisory Board recommends the Shawnee Airport Authority grant an Aeronautical Use Agreement, in the form attached, to the Central Oklahoma Aero Club, LLC.

Budget Consideration

The rental rate proposed by the Central Oklahoma Aero Club, LLC is an increase over current rental income of \$233.00 per month. In addition, the club estimates purchasing 1,392 gallons of aviation fuel each month.



HANGAR LEASE AGREEMENT

This Lease Agreement ("Agreement") made and entered into on this 1st day of October , 2020, by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, a Municipal Corporation, and together hereinafter called Lessor, and Central Oklahoma Aero Club, LLC an Oklahoma limited liability company, hereinafter called Lessee,

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property commonly known as the Shawnee Regional Airport, located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, the Lessee desires to lease from the Lessor a certain hangar commonly known as Hangar No.100, for the purpose of operating a private, members only, flight club ("Club"), and the storage of airworthy aircraft of which members of the Club are one of the following: (i) registered with the FAA as owner, (ii) co-owner or managing partner, (iii) a direct employee of the registered owner utilizing the aircraft as a means to fulfill employment responsibilities, (iv) third party manager, or (v) aircraft lessee; and which said hangar is owned by the Lessor and is constructed on said regional airport property.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. LEASE AGREEMENT: The Lessor hereby leases, lets, and demises to the Lessee, Hangar No. 100, constructed upon Shawnee Regional Airport primarily within the City of Shawnee, Oklahoma, consisting of five-thousand-three-hundred-twenty (5,320) square feet of usable space more or less as further depicted on Exhibit 1.
2. TERM: The Lessor leases to the Lessee said hangar for a term commencing on 1st day of October 2020, and terminating on the 30th day of September, 2025, unless sooner terminated in accordance with the provisions of this Agreement.
 - 2.1. This Agreement may be renewed at the end of the initial term for an additional term of five (5) calendar years, at the mutual agreement of the Lessor and Lessee. The Lessee shall be granted the right of first refusal on any additional extensions under the following conditions:
 - 2.1.1. Lessee must be in compliance with the terms and conditions of the Agreement as provided herein; and
 - 2.1.2. The Lessee provides notice to the Lessor of intent to renew at not less than ninety (90) business days prior to the expiration of the initial term.

RENTAL: The Lessee hereby agrees to pay to the Lessor as rental for said Hangar No. 100 the sum of Nine-hundred dollars (\$900.00) per month with the first month's rent due and payable in advance of the date of commencement of this Agreement.

- 2.2. Rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) calendar day of each month.
 - 2.2.1. If any monthly rental payment is not paid on or before the tenth day following the first day of each month, a late payment fee in the amount of one- and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
 - 2.2.2. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental of said Hangar No. 100. Should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Agreement may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Agreement, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
- 2.3. It is specifically understood and agreed by and between the Lessor and the Lessee that the monthly rental for said hangar shall be adjusted from time to time. The monthly rental shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority.
 - 2.3.1. The Lessee hereby agrees to pay such adjusted monthly rental following notice of the adjusted rate from the Lessor.

3. AUTHORIZED USE OF LEASED PREMISES.

- 3.1. Hangar No. 100 is being leased to the Lessee for the storage of aircraft of which members of the Club are one of the following: (i) registered with the FAA as owner, (ii) co-owner or managing partner, (iii) a direct employee of the registered owner utilizing the aircraft as a means to fulfill employment responsibilities, (iv) third party manager, or (v) aircraft lessee and ancillary equipment.
- 3.2. Lessee may temporarily store personal vehicles within the hangar while aircraft are in active use for flight.
- 3.3. Lessee shall not keep firearms, fuel, explosives, or any noxious, dangerous substances within the hangar.
- 3.4. Lessee shall not make any alterations, installations, attachments, or make any improvements to Hangar No. 100 except as authorized in writing by the Lessor.

- 3.5. Lessee shall be responsible for ensuring the doors on said Hangar No. 100 are closed except during active ingress and egress, after which, doors shall be immediately closed.
- 3.6. Lessee shall be solely responsible for: (i) securing Hangar No.100; and (ii) shall provide and maintain security locks for Hangar No. 100; and (iii) shall provide either an access card, combination code, or key to the Airport Manager.
4. INSPECTION: The Lessor retains the right to perform inspections of the Hangar No.100 at irregular intervals.
 - 4.1. Notice of proposed inspections will be provided to the Lessee to minimize disruption of activities within Hangar No.100.
5. AIRCRAFT:
 - 5.1. Lessee agrees to maintain Club aircraft in an airworthy condition and to provide documentation indicating current airworthy status to the Airport Manager as requested.
 - 5.1.1. Evidence of current airworthy status includes, but is not limited to signed, and dated evidence of an annual condition inspection undertaken by a Federal Aviation Administration Certified Airframe and Powerplant mechanic; or
 - 5.1.2. In the case of aircraft operating under a Special Airworthiness Certificate, as required by the Federal Aviation Administration for amateur-built, kit-built, light-sport, vintage and other experimental type aircraft, a signed and dated certification from the registered owner is acceptable.
 - 5.2. Any maintenance performed on the aircraft within Hangar No. 100 at the Shawnee Regional Airport is limited to the maintenance authorized to be performed by the aircraft owner or pilot in compliance with 14 CFR Appendix A to Part 43 "Major Alterations, Major Repairs, and Preventive Maintenance" and the Shawnee Regional Airport Minimum Standards, and as each may be amended from time to time.
 - 5.3. Should Lessee desire to engage a commercial maintenance or repair service to undertake repairs or maintenance on the aircraft at the Shawnee Regional Airport, or within the Leased Premises, the service provider must be authorized to perform services at the Shawnee Regional Airport per the terms and conditions of the Shawnee Regional Airport Minimum Standards. The following provisions will also apply:
 - 5.3.1. Lessee must provide notice to the Airport Manager of the proposed time, date, and estimated duration of commercial maintenance or repair services to be undertaken in any non-commercial hangar, prior to the commencement of such activities.
 - 5.3.2. Commercial maintenance or repair service providers must be certificated by the Federal Aviation Administration to provide proposed services, and provide evidence of such certification to the Airport Manager.

- 5.3.3. Commercial maintenance or repair service providers must provide the Airport Manager with a copy of the service provider(s) certificate(s) of product completion and liability insurance in an amount not less than one-million dollars (\$1,000,000).
- 5.3.4. Per 14 CFR Chapter I [Docket No. FAA 2014-0463] Policy on the Non-Aeronautical Use of Airport Hangars Use of Aeronautical Land and Facilities, maintenance, repair, or refurbishment of aircraft, may not extend for an indefinite period of time.
 - 5.3.4.1. Proposed maintenance, repairs or refurbishment must not hinder the airworthiness of the aircraft for more than sixty (60) calendar days without prior written permission from the Airport Manager.
 - 5.3.4.2. Additional time for completion of maintenance, repairs or rehabilitation may be granted at the discretion of the Airport Manager in the form of written authorization establishing a schedule of work and date of completion.
- 5.4. Lessee agrees to register Club aircraft with the Federal Aviation Administration, maintain said registration in a current status, and provide the airport manager with documentation of current registration as requested while storing the aircraft at the Shawnee Regional Airport.
- 5.5. As an inducement to the Lessor entering into this Agreement with Lessee, Lessee agrees to maintain at a minimum five (5) active Club aircraft.
 - 5.5.1. In the event the Lessee disposes of or transfers title to a Club aircraft being stored in Hangar No. 100, Lessee has a duty to notify the Lessor immediately upon such transfer of title or the disposing of such aircraft.
 - 5.5.2. Lessee will be provided with the opportunity to retain this Agreement by acquiring another aircraft, providing the Airport Manager with proof of purchase, a copy of an application for re-registration of the aircraft with the FAA, and all insurance certificates required by this Agreement within ninety (90) business days from the date of disposal or transfer of title of the aircraft governed by this Agreement.
 - 5.5.2.1. Additional time to procure an aircraft may be granted by the Airport Manager following a written request from the Lessee, though retention of the Agreement may not be extended for an indefinite period of time.
 - 5.5.3. Failure to provide notice of disposal of aircraft or transfer of title will result in termination of this Agreement.

6. UTILITIES: Lessee shall be responsible for the provision of any desired utilities to Hangar No. 100. If installation of utility service lines and or equipment are desired, written approval from the Lessor will be required prior to installation.
7. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR: 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 Federal Aviation Administration and by ordinances of the City, and admits its suitability and sufficiency for the use permitted hereunder.
 - 7.1. 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 and all improvements thereon in a good workmanlike manner, whether such repair or maintenance may be ordinary or extraordinary, structural or otherwise.
 - 7.2. 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.
 - 7.3. Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by any federal, state or municipal laws, ordinances, rules, regulations and requirements.
 - 7.4. 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 or substances that have a corrosive or detrimental effect thereon.
 - 7.5. In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) calendar days after written notice from the Lessor 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) calendar 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 Lessor 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 Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor 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 Lessor the cost and expense of such

performance on demand. Furthermore, should the Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor'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 Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 7.6. Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements, hereinafter referred to as Improvements undertaken by the Lessee shall be submitted to and receive the written approval of the Lessor, and no such work shall be commenced until such written approvals are obtained from the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor shall advise Lessee within thirty (30) business 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.
- 7.7. If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor, cause the same to be changes to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) calendar days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, 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) business days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 7.8. Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in the Lessor 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 Lessor at the time specified is a part of the consideration for this Agreement. The City of Shawnee, Oklahoma, the Shawnee Airport Authority, and the Shawnee Regional Airport shall not be liable to Lessee or Lessee's contractors or sublessee for the value of any improvements constructed or located on the Leased Premises.
8. **LIMITATION OF LIABILITIES:** The Lessee hereby agrees to provide at his or its sole expense a policy of liability insurance insuring both the Lessor and the Lessee from liability resulting from injury or death to persons or damage to property, the terms, limits and conditions of which shall be acceptable to the Lessor. The Lessee shall indemnify and hold harmless the Lessor for any injury or death to persons or damage to property as a result from third parties involved in the care, maintenance, or use of the Lessee's aircraft and/or Leased Premises.

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

8.1.1. Aircraft Liability for any owned and operated aircraft.
Combined Single Limit Injury and Property Damage
\$1,000,000 each occurrence
\$100,000 per passenger/per seat bodily injury

8.1.2. Comprehensive General Liability and Property Damage
Combined Single Limit Bodily Injury & Property Damage
\$1,000,000 each occurrence

8.2. Said policies shall be endorsed that the Lessor is an additional insured. Copies of insurance certificates, amendments to policies, and renewal documents shall be provided to the Lessor at the following address:

Shawnee Regional Airport
2202 North Airport Drive
Shawnee, OK 74804

8.3. Said policies shall also provide that in the event of cancellation by the insurance company, the insurance company shall give the Lessor at least ten (10) business days written notice of intent to cancel.

8.4. If Lessee determines to cancel an active policy, Lessee must provide the Lessor at least ten (10) business days written notice of intent to cancel.

8.5. The Lessee hereby indemnifies the Lessor from any and all claims, demands, losses, actions, causes of action of any kind, arising out of the Lessee's use, occupancy, or rental of said hangar. This indemnification covers all losses and expenses to the Lessor, including attorney fees and expenses to defend litigation.

9. COVENANTS OF LESSEE: Lessee expressly covenants that:

9.1. Lessee shall be liable for all damages which Lessee causes to the hangar, normal wear and use being excepted. Lessee shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by the Lessor.

9.2. Lessee shall comply with city, county, state and federal laws and regulations, and the Minimum Standards and Requirements for Capital Development on Shawnee Regional Airport Property, Commercial Aeronautical Services Commercial, Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards and Rules") and as amended from time to time, which are incorporated by reference into the Agreement.

- 9.3. Lessee shall not assign or sublet this Agreement, or any Lessee's rights concerning this hangar or any part thereof, or any interest therein.

10. TERMINATION:

- 10.1. It is understood and agreed by and between the Lessor and the Lessee that the payment of monthly rental, provision of required documentation, insurance and all other conditions imposed upon the Lessee are conditions, the violation of any one of which shall be grounds for terminating this Agreement at the discretion of the Lessor.
- 10.2. In the event of such violation, the Lessor shall give the Lessee thirty (30) days' notice in writing of the Lessor's intent to terminate this Agreement provided, however, if such violation, in the opinion of the Lessor, constitutes a hazard to life or property the Lessor may immediately terminate this Agreement and enter said Hangar and take whatever means are reasonable and necessary in the opinion of the Lessor to eliminate such hazard.
- 10.3. The Lessee shall have no absolute right to terminate this Agreement prior to the expiration of the term of the Agreement as provided for in numerical paragraph 2. TERM above. However, in the event unforeseen special circumstances arise, the Lessee may make written application to the Lessor not less than thirty days prior to a requested termination of this Agreement. The Lessor in its sole, unrestricted discretion may approve or disapprove the request for early termination.

11. SURRENDER OF POSSESSION:

- 11.1. Upon the termination of this Agreement, for any reason, Lessee shall immediately surrender possession of the premises to the Lessor. In the event that Lessee fails and refuses to immediately surrender possession, the Lessor shall have the right to commence a court action for the recovery of possession of the premises, for the recovery of all damages due, reasonable attorney's fees, and all court costs.
- 11.2. The Lessee hereby grants to the Lessor a lien on the Lessee's property in said hangar. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Agreement.

12. SUBORDINATION CLAUSES: This Agreement is subject and subordinate to the following:

- 12.1. The Lessor 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.
- 12.2. The Lessor 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 Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

- 12.3. This Agreement is and shall be subordinate to the provisions of existing and future agreements between the City of Shawnee, Oklahoma, and or the Shawnee Airport Authority and the United States 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 funds for the benefit of the Airport.
- 12.4. During the time of war or national emergency, Lessor 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 Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.
- 12.5. 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.

13. GENERAL PROVISIONS.

- 13.1. 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.
- 13.2. This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 13.3. This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party
- 13.4. 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.
- 13.5. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
- 13.6. The titles of the several sections 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.

13.7. Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

14. ENTIRE AGREEMENT. This Agreement consists of numerical Sections 1. to 14, Exhibit 1, and all subparagraphs, inclusive. 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 Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or Lessee unless expressed in writing in this Agreement. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as follows:

LESSOR:

THE CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

By: _____
W. CHANCE ALLISON, CPA
CITY MANAGER

This _____ day of _____, 2020

ATTEST:

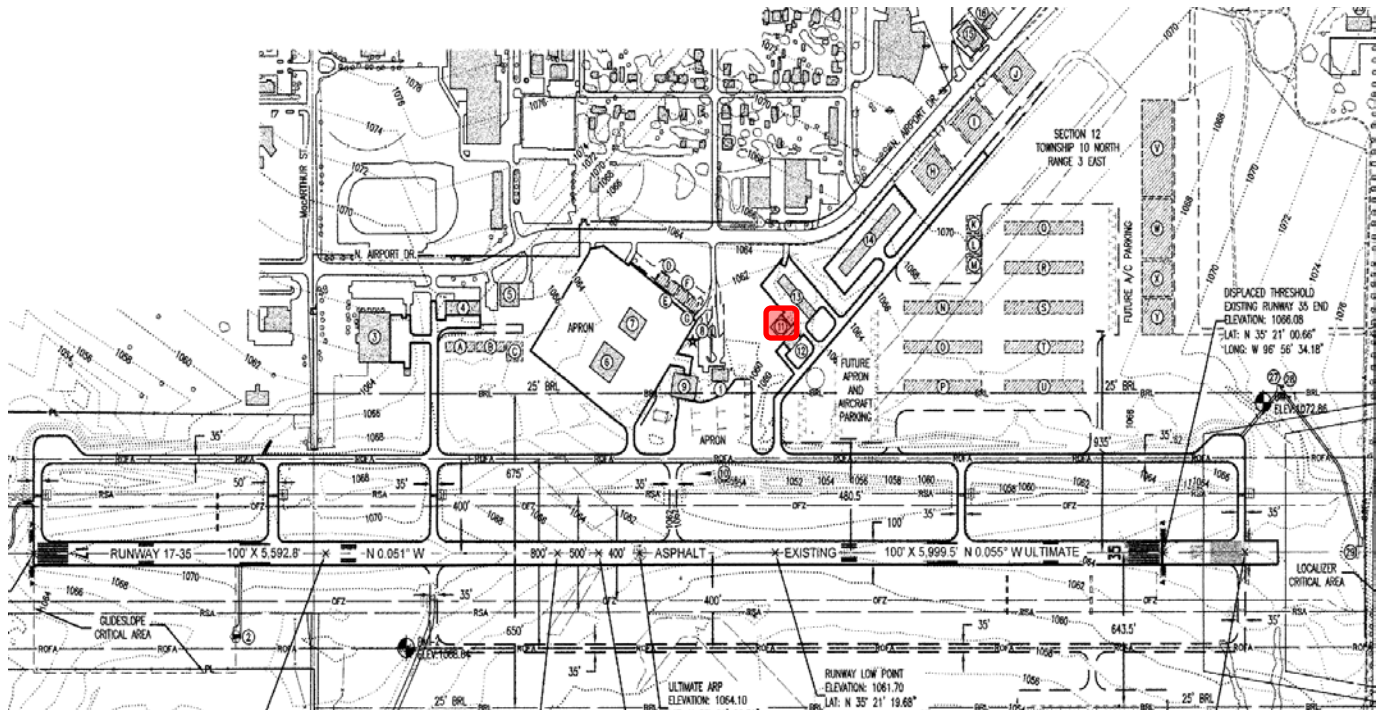
LISA LASYONE, CMC
CITY CLERK

LESSEE:

CENTRAL OKLAHOMA AERO CLUB, LLC
An Oklahoma Limited Liability Company

By: _____
LT.COL. JOSHUA C. PECK, USAF (Ret.)
CHAIRMAN

This _____ day of _____, 2020



Hangar #100
 2202 N Airport Dr
 Shawnee, OK 74804
 35.355413, -96.939677