

**LEASE**

THIS LEASE made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and Miller Family Revocable Living Trust hereinafter called “Lessee”.

**WITNESSETH:**

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri being more particularly described as follows:

Commencing at an iron rod marking the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence along the South line of said Northeast Quarter, North 88 degrees 29 minutes 47 seconds West, a distance of 501.94 feet; thence North 01 degrees 40 minutes 06 seconds East, a distance of 114.08 feet to a plus cut and the POINT OF BEGINNING; thence North 88 degrees 19 minutes 54 seconds West, a distance of 100.00 feet to an iron rod; thence North 01 degrees 40 minutes 06 seconds East, a distance of 70.00 feet to an iron rod; thence South 88 degrees 19 minutes 54 seconds East, a distance of 100.00 feet to a plus cut; thence South 01 degrees 40 minutes 06 seconds West, a distance of 70.00 feet to the POINT OF BEGINNING containing 0.16 acres, more or less or more commonly known as 1205 Aviator lane, Moberly, MO.

1. To have and to hold the premises, containing 1,890 sq. ft. of structure for a term of fifteen (15) years from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above-described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.17 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is

understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating

this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. 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 the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of 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 Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

CITY OF MOBERLY, MISSOURI  
A Municipal Corporation

ATTEST:

\_\_\_\_\_

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
Miller Family Revocable Living Trust

STATE OF MISSOURI            )  
  )  SS  
COUNTY OF RANDOLPH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Michael Bugalski, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said City manager, Michael Bugalski acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI        )  
  )  SS  
COUNTY OF RANDOLPH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared David Miller, to me personally known, who, being by me duly sworn, did say that he is the Owner of Miller Family Revocable Living Trust, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Owner acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public