

**LEASE AGREEMENT
BETWEEN
TUPELO AIRPORT AUTHORITY
AND
CITY OF TUPELO**

This Lease Agreement is entered into on this the _____ day of _____, 2024, by and between the **TUPELO AIRPORT AUTHORITY**, "Lessor", and **CITY OF TUPELO, MISSISSIPPI**, "Lessee".

WHEREAS, the parties entered into a twenty-year lease agreement on May 6, 2008 through May 31, 2028 for certain leased property owned by Lessor located in the clear zone south of the runway of the Tupelo Municipal Airport; and

WHEREAS, Lessee desires to continue using the leased premises identified in the May 6, 2008 lease for Ballard Park purposes; and

WHEREAS, Lessee desires to lease for Ballard Park purposes additional real property owned by Lessor; and

WHEREAS, the property to be leased consists of a real property owned by Lessor in Parcel 102T-03-031-00 and Parcel 102T-03-033-00, LESS AND EXCEPT Tupelo Airport Authority lots 16, 17 and 18, comprising real property west of Glasgow Lane, all more particularly depicted in Exhibit A; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto. The parties agree that the current lease will terminate upon the execution of this lease agreement.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with a municipal park and for other related public and municipal purposes, as limited herein, including the use of any currently paved area for public parking. Use of the

Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Ordinance of the Tupelo Airport Authority Establishing Rules, Regulations and Fees. Public parking and other use of the Leased Premises shall not interfere with operations of the Airport or of any other Lessee, of Lessor or with aviation activities at the Airport. Public vehicles shall not be stored on the Leased Premises. Lessee shall not permit bright lights on the premises which could interfere with air traffic.

Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The term of this lease shall commence on _____, 2024, and shall continue through and expire on _____, 2044, unless otherwise terminated as provided herein.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the first two years of the term of the lease shall be \$175,000.00 per year, payable in (annual, quarterly, or monthly) installments. The annual rent for each succeeding year of the lease term shall be increased by One Thousand Seven Hundred Fifty Dollars (\$1750.00).

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises consistent with its use as a municipal park, subject to the approval of Lessor, which approval shall not be unreasonably withheld.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term.

8. JANITORIAL. Lessee shall be responsible for all landscape, janitorial and custodial services and for keeping the grounds in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, general public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of any one occurrence, provided that with respect to any occurrence for which liability is by limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Said insurance shall provide for contractual liability coverage to cover the obligations assumed herein.

Lessee agrees to indemnify, defend and hold harmless Lessor, its commissioners, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

11. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. NON-EXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308 of the Federal Aviation Act.

13. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

14. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder that would constitute an obstruction to air navigation in the opinion of Airport or pierce the transition zone as in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object and cut off the offending trees all of which shall be at the expense of Lessee.

15. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

16. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in

no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, a reduction in the size of the Leased Premises, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

17. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

18. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

19. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between Lessor and/or the City of Tupelo, Mississippi, and/or the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

20. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental

laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is cause by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or

clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

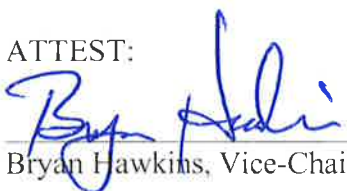
(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease by officers or agents duly authorized so to do.

LESSOR

TUPELO AIRPORT AUTHORITY

BY: 
Michael Eric Gibens, Chairman

ATTEST:

Bryan Hawkins, Vice-Chairman

LESSEE

CITY OF TUPELO

BY: 
Todd Jordan, Mayor

ATTEST:

Kim Hanna, City Clerk

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **Michael Eric Gibens** and **Bryan Hawkins**, known to me to be the Chairman and Vice-Chairman, respectively, of Tupelo Airport Authority who acknowledged that they signed and delivered the above and foregoing Lease on the day and year therein mentioned on behalf of Tupelo Airport Authority with full authority so to do.

Given under my hand and seal, this the 19th day of November, 2024.


NOTARY PUBLIC



MY COMMISSION EXPIRES:
9-25-27

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **TODD JORDAN** and **KIM HANNA**, known to me to be the Mayor and Clerk, respectively, of the City of Tupelo, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _____ day of _____, 2024.

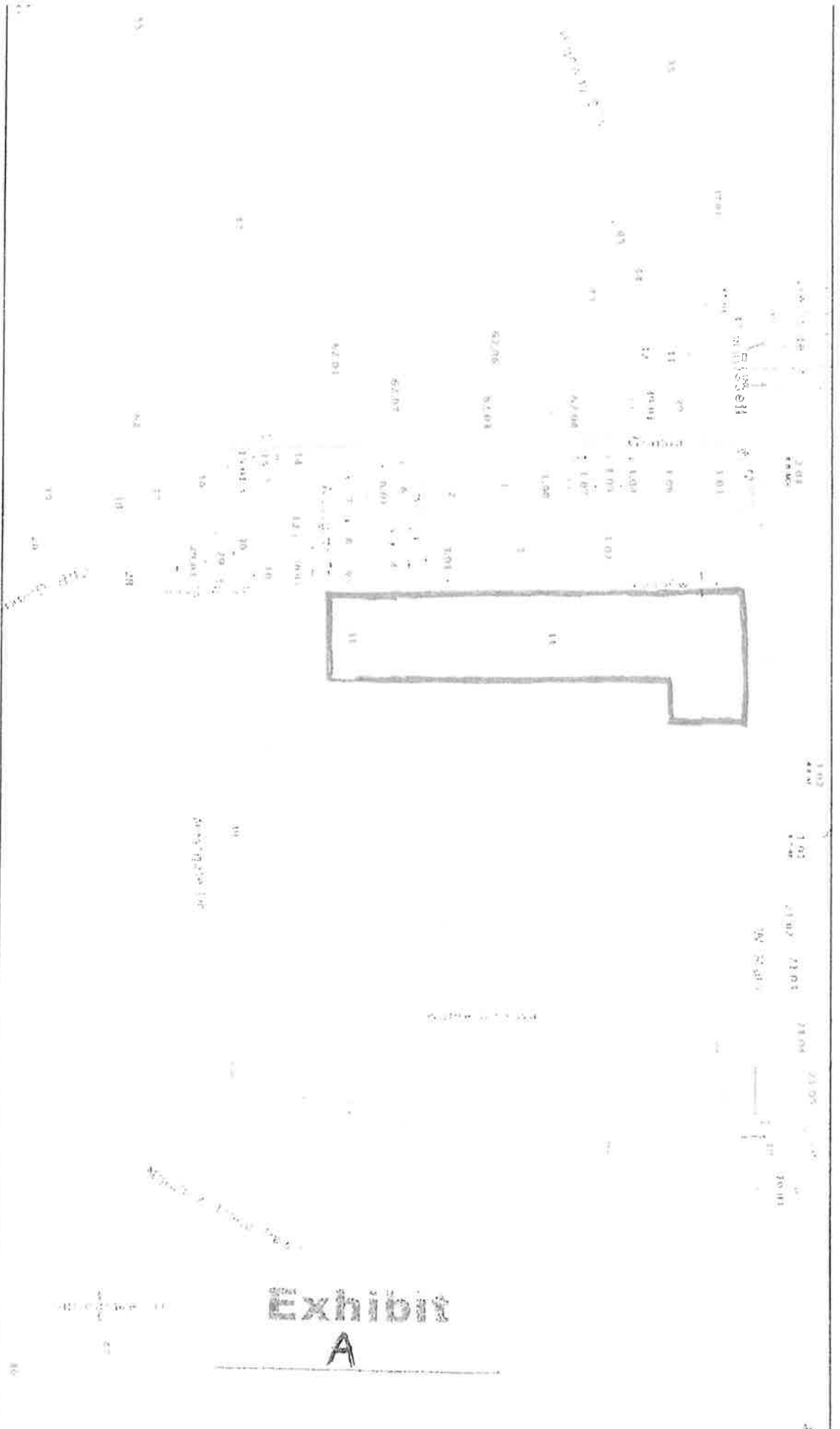
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

EXHIBIT A

Lee County, MS



1/15/2024, 4 12:25 PM

LEADER LN LOTLINE Parcels
LANDHOOK_LN SOFT_LN
lee_ms_ad
lee_ms_dim Anno
lee_ms_parcelno

