**MEMORANDUM OF AGREEMENT (MOA)**

Between

Cities of Red Lodge and Bridger, Montana and County of Carbon, Montana

Joint Airport Board Agreement dated August 10, 2018

WHEREAS, parties acknowledge the operational differences between the Red Lodge and Bridger Airports, and

WHEREAS, a revised Lease Agreement for the Red Lodge Airport has been reviewed by both the Carbon County Attorney and Red Lodge City Attorney, and

WHEREAS, the Carbon County Airport Board, does not wish to amend the Lease Agreement for the Bridger Airport, and

WHEREAS, the Carbon County Airport Board, passed and adopted the revised lease for the Red Lodge Airport at its regular meeting on December 28, 2021.

PARTIES JOINTLY AGREE:

To amend the above referenced agreement, recorded with the Carbon County Clerk and Recorder under Document No. 390469, File No. 8003, by replacing Exhibit B: Red Lodge Airport Lease, with the revised lease attached.

**CITY OF RED LODGE** Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2022

By MAYOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By CLERK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOWN OF BRIDGER** Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2022

By MAYOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By CLERK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COUNTY OF CARBON** Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2022

By BOARD OF COMMISSIONERS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By CLERK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RED LODGE AIRPORT: LEASE**

This Lease, made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_by and between the Carbon County Joint Airport Board, a duly qualified and acting board in the

County of Carbon, State of Montana, herein referred to as “Lessor” and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as “Lessee”,

For good consideration, the parties agree as follows:

**PREMISES**

Lessor hereby leases to the Lessee premises described as follows:

Airport hangar site number \_\_\_, containing \_\_\_\_\_\_\_\_\_\_\_ sq. ft. of encumbered area

(hereinafter referred to as Lot), located on the Red Lodge Airport, owned by the CITY OF

RED LODGE, and administrated by the CARBON COUNTY JOINT AIRPORT BOARD.

Lesee shall, within one year of lease agreement signing, provide the Airport Board with

suggested plans for hangar design and construction. The Airport Board has final approval of the plans. Plans shall comply with city, county, state, and federal development requirements. Within two years of lease agreement signing, Lessee shall begin construction. If either of these conditions are not met, the Airport Board shall terminate the lease.

**RENTS**

Lessee agrees to pay an annual rent for the above described premises at the rate of

$0.105 per square foot of leased lot area. Total annual rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Rent

shall be due and payable in advance on January 1 of each year. Leases entered into at

a date other than January 1, shall be pro-rated for that year and remainder of payments

shall be due January 1 thereafter.

The lease rate may be reviewed annually by the airport board during their regularly

scheduled budget meeting. The rate may be adjusted, at the sole discretion of the airport board, based on the Western Consumer Price Index, surveys, and local factors.

**REPRESENTATION AND WARRANTIES**

Lessee accepts the premises “as is”. No representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to the condition of the premises. In no event shall Lessor be liable for any defect in the premises or for any

limitation on its use. Lessee accepts the premises without recourse to Lessor as to the

title thereto.

**TERMS**

Notwithstanding the date of execution of this agreement, the term of this lease shall be TWENTY-FIVE years, commencing the FIRST day of January, \_\_\_\_\_\_, and ending on the THIRTY-FIRST day of December, \_\_\_\_\_\_, both dates inclusive, unless sooner renewed or terminated as herein provided.

**TERMINATION**

Subject to the option to renew provision hereinafter set forth, at the expiration of the lease or any extension or renewal thereof, Lessee shall peaceably surrender the premises to Lessor, and Lessee shall remove all of its property therefrom as herein after provided. If Lessee remains in possession of the premises after the expiration of either the original term or any extended term, such possession shall be as a month to month tenancy, rent shall be payable at the same rate as that in effect during the last year of the preceding term divided by twelve (12), and the provisions of this lease shall be applicable.

**OPTION TO RENEW**

Lessee shall have the right to renew this lease for like terms of Twenty-Five years subject to approval by the Airport Board provided, however, that he shall first give written notice of such intention to each renewal at least thirty (30) days prior to the expiration hereof.

**POSSESSION**

Lessee shall be entitled to possession of the premises commencing \_\_\_\_\_\_\_\_\_\_\_, \_\_\_.

**USE OF PREMISES**

Lessee shall use the premises for the primary purpose of aircraft storage, maintenance, aircraft restoration, and activities related thereto, permission must be obtained from the Airport Board for any other use. Lessee shall not use or knowingly permit any part of the premises to be used for any unlawful purpose.

It is agreed by and between the parties hereto that the Lessee shall have the right to use the landing areas, runways, taxiways, parking areas, navigation site and terminal facilities of the said Red Lodge Airport Board, issued pursuant thereto, and shall have a general use of all public airport facilities and improvements which are now or may during the term of this lease be developed by the Airport Board.

**SNOW REMOVAL**

The Airport Board shall provide snow removal of the runway, taxiways and common ramp areas.

**MAINTENANCE**

For weed control and fire safety, Lessee agrees to mow and control weeds and grass

on leased premises. Any mowing and weed control not performed by Lessee may be

performed by Lessor and the costs of which placed against the leased premises.

Lessee agrees and understands that no personal storage outside of buildings is allowed.

**COMPLIANCE WITH LAW**

Lessee, at its sole expense, shall comply with all laws, orders, ordinances and regulations of Federal, State and local authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the premises. Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions and Lessor, where necessary, will join with Lessee in applying for all such permits or licenses.

**INSPECTION OF PREMISES**

The Lessor, through its designated representatives, shall have access to the leased

premises, including the hangar building of the Lessee, at reasonable hours and with due

notice first being given, for the purpose of examining and inspecting said premises for

such purposes as are necessary or incidental to the performance of its obligations under this lease or in the exercise of its governmental or airport functions.

**UTILITIES**

Lessee shall contract for, in its own name, and pay all charges for all utility services including gas, electricity, heat, power, water and telephone service used, rendered or

supplied upon or in connection with Lessee’s occupation or use of the premises, and

shall indemnify Lessor against any liability or damages on such account. Except when

due to the negligence of Lessor, Lessor shall not be liable for any failure of utilities upon

the premises, for injury to persons or damage to property resulting from steam, gas,

electricity, water, rain or snow which may flow or leak from any part of the premises, or

from any pipes, appliances or plumbing works from any place: or for interference with

any easement, however caused.

**DEFAULT**

If the Lessee shall fail in the performance of any covenant of condition herein for more

than 20 days after written notice of such failure to Lessee or Lessee’s successors or assigns, then at Lessor’s election, this lease shall become null and void and Lessor shall have the right to re-enter and take full and absolute possession of the premise and to retain all rental payments as liquidated damages without any obligation to repay the

same or any part thereof to the Lessee, subject, however, to the right of the Lessee to

remove his property therefrom and hereinafter set forth.

**NON-WAIVER OF BREACH**

Any waiver by Lessor of a breach of this lease shall not be construed as a waiver of any

subsequent breach.

**ALTERATIONS AND IMPROVEMENTS**

Any alteration, addition, or improvement, including buildings or other structures, made

by the Lessee and any fixtures installed as part thereof except trade fixtures, shall at

Lessor’s option become the property of Lessor upon the expiration or other sooner termination of this lease; provided however that Lessee shall have the right to remove

such fixtures, alterations, additions, or other improvements at Lessee’s expense upon

termination of this lease, all as hereinafter provided.

**LESSOR’S RIGHT TO REMOVE IMPROVEMENTS**

Upon expiration of this lease, whether by forfeiture or otherwise, Lessee shall have the

right to remove all improvements placed upon said premises within ninety days (weather permitting) provided that such removal shall leave said premises in at least as good a condition as the same are now in. It is further agreed that if the Lessor, it’s successors and assigns, should at any time sell said premises, or the facility should cease to operate as an approved airport, Lessee shall enjoy a pre-emptive right to purchase the lease premises, but this provision is entered into without representation by the Lessor of its authority or power to affect such sale.

**SEPTIC AND SEWER**

It is understood by both parties of this agreement that there shall be no septic or sewer

systems introduced into this location. These systems include such things as drain field

and holding tanks. Sewer systems will be allowed on an individual basis when city

sewer system becomes available.

**ASSIGNMENT AND SUBLETTING**

Lessee shall not assign, mortgage, or encumber this lease, nor sublet or permit premises or any part thereof to be used by others without the prior written consent of Lessor, which consent shall not be reasonably withheld. If, without consent, this lease is assigned, or if the premises or any part thereof is sublet, or occupied by anybody other

than the Lessee, Lessor may at its election, collect rent from the assignee, subtenant, or

occupant and apply the net amount collected to the rent due. No such assignment, subletting, occupancy or collections shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or by the Lessee of the covenants in this lease.

The consent by Lessor to an assignment or subletting shall not be construed to relieve

Lessee from obtaining the consent in writing of Lessor to any further assignment or sub- letting, nor shall the Lessee be relieved from the rental obligations imposed upon him hereunder.

**NON-LIABILITY OF LESSOR**

Lessor shall not be liable for injury or damage to persons or property occurring within or

upon the lease premises unless caused by or resulting from the negligence of Lessor or

Lessor’s agents, servants, or employees in the operation or maintenance of the premises.

**INDEMNIFICATION**

Lessee shall indemnify Lessor against all liabilities, expenses and losses incurred by

Lessor as a result of failure by Lessee to perform any covenant required to be performed by Lessee hereunder, and accident, injury or damage which shall happen in or about the premises or appurtenance, or on adjoining roadways or sidewalks or resulting from the condition, maintenance or operation of the premises; failure to comply with any requirements of any governmental authority; and any mechanic’s lien, or security agreement, filed against the premises as a result of Lessee’s action. Lessee’s liability for indemnification under this section shall be reduced by the amount of any insurance coverage for such liability.

**REPAIR AND MAINTENANCE**

Lessee shall not cause or permit any waste or damage to the premises. Lessee shall

during the term of this lease and any renewal or extension thereof, at its sole expense,

keep the premises as now constituted as well as all improvements, alterations and additions made thereto, in good repair and safe condition.

**NOTICE**

Any notice under this lease must be in writing and must be sent by registered or certified

mail, return receipt requested, to the addresses provided by the parties as follows:

Lessor: Carbon County Joint Airport Board

P. O. Box 868

Red Lodge, MT 59068

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notice by registered or certified mail, shall be given by either party to the other party of

change of address for purpose of this section.

Either party may from time to time designate by notice give to the other by registered or

certified mail a change of address for purposes of this section. Any notice shall be

deemed to have been given at the time it is duly deposited in any United States Post

Office.

**SEVERABILITY**

If any provision of this lease shall be declared invalid or unenforceable, the remainder of

the lease shall continue in full force and effect.

**COST AND ATTORNEY FEES**

It is agreed that in any litigation arising out of this agreement that the prevailing party

shall be entitled to recover from the other party, in addition to the cost and disbursements

allowed by statute, a reasonable attorney’s fee as fixed by the court.

**BINDING EFFECT**

This lease shall inquire to the benefit of, and shall be binding upon the personal representatives,

successors, heirs and assigns of the parties.

IN WITNESS THEREOF, the parties have read, considered and signed this lease on the date indicated.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carbon County Joint Airport Board Lessee

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_