

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND TENANTS RELATIVE TO T-HANGAR LEASES AT THE AIRPORT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the City owns and leases various T-Hangars at the A. Paul Vance Fredericktown Regional Airport; and

WHEREAS, it is for the benefit of the citizens of the City of Fredericktown that the T-Hangars be leased to operational aircraft under terms advantageous to the economic operation of the airport; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed the form agreement marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen acknowledge that the going rate for T-Hangars is currently \$150.00 per month; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to approve said form agreement for use with all future T-Hangar tenants.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the form of agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, for use between the City of Fredericktown and all future T-Hangar tenants for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City adopt said agreement for all future T-Hangar rentals.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement for leasing the T-Hangars owned and operated by the City in substantially the form as Exhibit A for and on behalf of the City of Fredericktown, Missouri and such additional

documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreements.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Board of Aldermen and after its approval and execution by the Mayor.

THIS ORDINANCE having been read by title only this 28th day of May, 2024, the Board of Aldermen voted as follows:

Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Reese	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 28th day of May, 2024, the Board of Aldermen voted as follows:

Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Reese	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 28th day of May, 2024, by 6 ayes, 0 nays, 0 abstentions and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: \_\_\_\_\_  
Travis Parker, Mayor

ATTEST:

Theresa Harbison  
Theresa Harbison, City Clerk

**AIRPORT HANGAR LEASE AGREEMENT**

**THIS LEASE** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the **CITY OF FREDERICKTOWN, MISSOURI, a municipal corporation**, 124 West Main Street, P. O. Box 549, Fredericktown, Madison County, Missouri, 63645 hereinafter referred to as "**City**," and \_\_\_\_\_, **a (Missouri Corporation) (Missouri limited liability company)(an individual)**, with a mailing address of \_\_\_\_\_,

hereinafter referred to as "**Lessee**", **WITNESSETH:**

**WHEREAS**, the parties hereto desire to enter into a Lease concerning airplane hangar space to be leased at the A. Paul Vance Fredericktown Regional Airport located in the County of Madison, State of Missouri; and,

**WHEREAS**, the parties are desirous of developing and maintaining a business relationship concerning said Hangar; and,

**WHEREAS**, the parties desire to memorialize their Agreement in writing,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

**1. PREMISES.** The City hereby demises and leases to Lessee for use as an aircraft storage facility, T-Hangar space Number \_\_\_\_\_ at the Fredericktown Regional Airport (hereinafter referred to as "**Airport**") which is shown on Exhibit A, attached hereto and hereby made a part of this Lease ("**Demised Premises**").

**2. AIRCRAFT.** The Aircraft to be stored are identified as follows:

- a. *Registered Owner:* \_\_\_\_\_
- b. *Lessee Interest in Aircraft:* \_\_\_\_\_
- c. *Make & Model of Aircraft:* \_\_\_\_\_
- d. *FAA Aircraft Registration Number:* \_\_\_\_\_
- e. *Lessee Telephone Number:* \_\_\_\_\_

f. *Lessee Email Address:* \_\_\_\_\_

g. *Emergency Contact Name and Telephone Number:* \_\_\_\_\_

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**3. PERMITTED USE.**

a. Lessee shall have the use of the runways and aprons located at the Airport in common with others and shall not conduct its business to unduly interfere with the use of the Airport by the general public or other commercial users.

b. The Hangar shall be used for the primary purpose of aircraft storage. Unless the City and Lessee sign a prior amendment to this Lease authorizing another use, Lessee shall use the Hangar only to house the aircraft specified herein. In the event Lessee is granted prior written permission to store substitute aircraft on the Premises, Lessee shall provide to the City all information for such substitute aircraft as set forth in paragraph 2 above, prior to any substitute aircraft being stored on the Premises. All provisions of this Lease Agreement applicable to the original aircraft shall also apply to the substitute aircraft. Failure to provide such information prior to any storage of the substitute aircraft shall be deemed a material breach of this Lease.

c. The following hangar uses are permitted:

- 1) storing active aircraft;
- 2) sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft. If non-operational aircraft are sheltered in the Hangar for 90 days or more, the monthly rental shall increase by \$200/month until the aircraft is either removed or is back in operation;
- 3) constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- 4) storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the Hangars' primary use;

5) storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the Hangars' primary use;

6) storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar, e.g., televisions and furniture; or

7) parking a vehicle at the Hangar while the aircraft usually stored in that Hangar is flying, subject to local airport rules and regulations.

**4. RESTRICTIONS ON USE.**

**a.** Unless the City and Lessee sign an amendment to this Lease authorizing another use, the Hangar shall *not* be used for:

1) use as a residence;

2) operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;

3) activities that impede the movement of the aircraft in and out of the Hangar or other aeronautical contents of the Hangar;

4) activities that displace the aeronautical contents of the Hangar or impede access to aircraft or other aeronautical contents of the Hangar;

5) storage of household items that could be stored in commercial storage facilities;

6) long-term storage of derelict aircraft and parts (Defined as 6 months or longer);

7) storage of items or activities prohibited by local or state law; or

8) storage of fuel and other dangerous and Hazmat materials.

**b.** Use of the Premises shall conform to all federal, state and local laws, airport rules and regulations and local building and fire codes. Any and all repairs and maintenance, which is permitted to be done on the Premises shall be done subject to Federal Aviation Administration ("FAA") and airport regulations in addition to applicable local, county and state laws.

**c.** No maintenance on the aircraft(s) shall be performed on the Premises without prior written approval of the City, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and as defined

in 14 CFR Part 43. The Hangar space SHALL NOT be used for any major maintenance work, and only such preventative maintenance of a minor nature as is specified in the FAA Regulations will be permitted. Such use is conditioned on the space being kept clean and free of grease, oil, rags, paper, and other debris. Painting or washing aircraft is specifically prohibited in the Hangar and the area immediately adjoining the same. In order to maintain an acceptable standard of cleanliness in the aircraft Hangar, the Lessee shall keep the space covered by this Lease, and the area immediately adjacent thereto in a neat and clean condition including the door tracks. The cleaning up of oil spills or other debris thereon shall be the responsibility of the Lessee. After ten days written notice by the City of the unacceptable condition, the City will be free to remedy the condition and bill the Lessee for the expenses thereof plus 15 percent, which Lessee agrees to pay within 20 days of receipt of such billing statement.

5. **TERM.** The term of this Lease shall be month to month commencing on \_\_\_\_\_, 20\_\_\_\_, and continuing until terminated as herein provided. The Lease may be terminated by either of the parties giving no less than 30 days' written notice of its intention to terminate the Lease prior to the last day of any month to be effective at the end of the next succeeding month. Written notice shall be sent by US Mail, postage prepaid, to the City at the City's business address, with said notice directed to the Mayor and City Clerk, or to the Lessee at the address provided in this Lease. The Lease shall terminate upon failure of Lessee to house an operational aircraft in the Hangar for 120 days or more.

6. **RENT.** Lessee agrees to pay the City during the term hereof the sum of \$\_\_\_\_\_ per month (Rental Amount"), with the Rental Amount being subject to change by action of the City of Fredericktown Airport Board upon thirty (30) days' written notice to Lessee. The Rental Amount shall be due on the commencement of this Lease, and monthly thereafter on the 1<sup>st</sup> day of each succeeding month. All rent for any partial month shall be pro-rated at the rate of 1/30<sup>th</sup> of the monthly rate for each day the Premises are occupied pursuant to this Lease Agreement. If Lessee does not purchase at least \$500.00 per year in aviation fuel, additional rent of \$500.00 shall be due and payable at the end of each year of tenancy.

7. **UTILITIES.** If Lessee does any modifications (which are approved by the City and performed under applicable permits) which alters existing electrical wiring or is done by use of high voltage or high amperage equipment or machinery, or installs additional outlets or

fixtures approved by permit, or does any other act which causes the City to incur additional utility bills, the City may, at its discretion, bill Lessee for the same and/or install or cause Lessee to install at its expense an electrical meter and require Lessee to pay for the meter and any subsequent power usage. Lights, heaters, fans, compressors, or other equipment shall not be left on when the Hangar is not occupied.

**8. SECURITY DEPOSIT.** Lessee agrees, on execution of this Lease and in addition to depositing the first month's rent payment to also deposit with the City an amount of money equal to one-month of the monthly rental rate plus a \$25 key deposit as a security deposit for Lessee's performance of the Lease provisions. If Lessee is in default, the City may use the security deposit, or any portion of it, to cure the default or to compensate the City for all damage sustained by the City resulting from Lessee's default. Lessee shall within twenty (20) days of a written demand pay to the City a sum equal to the portion of the Security Deposit expended or applied by the City as provided in this paragraph so as to maintain the security deposit in the amount initially deposited with the City. If Lessee is not in default at the expiration or termination of this Lease Agreement, the City shall mail the balance of the security deposit, minus any amounts which have been used or are required to be used to cure any defaults, to Lessee within thirty (30) days of expiration or termination of this Lease Agreement. The City shall not be required to pay Lessee interest on the security deposit.

**9. CITY OBLIGATIONS FOR FACILITIES AND IMPROVEMENTS.**

**a.** City shall provide exterior maintenance on the Hangar including door and roof repair.

**b.** City shall be responsible for the operation of the Airport and to that end shall maintain all publicly owned runways, taxiways, aprons and air navigation facilities now installed or to be installed in good working condition. The City shall have the exclusive right to develop or improve the landing area on all publicly owned air navigation facilities of the Airport. City reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Airport or any part of the Airport, as it may determine in its sole discretion, at any time, regardless of the desires or opinions of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

c. City shall have the exclusive right to plant plants, vegetation, or crops on all land not directly used for aviation purposes at the Airport, but the City shall plant all plants, vegetation, or crops in a manner to conform to FAA regulations.

d. The City may take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

e. There is reserved to City, 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 leased premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or later used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at the Airport.

#### **10. LESSEE OBLIGATIONS.**

a. Lessee shall maintain and keep in serviceable condition the Hangar space and shall be responsible to keep the space clean and organized and shall not allow the storage or accumulation of debris, junk, parts or equipment, or other items not currently used or useful in connection with the operation of Lessee's aircraft either inside or outside of the Demised Premises.

b. Lessee shall keep the Hangar doors closed and locked and otherwise secure from unauthorized entry immediately after removing or parking Lessee's aircraft.

c. Lessee shall not park or leave aircraft or vehicles on the taxiways or on the pavement adjacent to the Hangar door in a manner which interferes with access to any other Hangars or tie-down facilities, as determined in the sole and absolute discretion of the City.

d. Lessee shall not store combustibles and non-aviation related materials in the Hangar space and shall keep all waxes, oils or liquids in appropriate containers.

e. Lessee shall not store autos, boats or any other non aviation items in the Hangar space, except that autos may be parked in the Demised Premises for temporary periods while Lessee is using his aircraft for period of less than twenty-four hours without the approval of the airport manager.



f. Lessee shall not allow any other person to have access to the Demised Premises unless Lessee is present, or unless the Lessee has obtained the prior approval of the airport manager.

g. Lessee shall pay the Rental Amount when due.

h. Lessee shall relinquish possession of the Demised Premises upon termination of the Lease, or upon notice of delinquency in payment of the Rental Amount or breach of any other covenant of this Lease.

i. Lessee is responsible for safely securing aircraft within the Hangar, including but not limited to, complying with all FAA safety requirements, and any other requirements of applicable law.

**11. INSURANCE.** Prior to occupying the Leased Premises, the Lessee shall, at its own expense, obtain and maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business on an admitted basis in the State of Missouri and furnish to City Certificates of Insurance evidencing same.

a. Lessee, at its sole cost and expense, shall, during the term of this Lease, procure, pay for and keep in full force and effect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall include, but not be limited to, legal liability of the insured for property damage, bodily injury, and death of persons in connection with the operation, maintenance or use of the leased premises (including acts or omissions of Lessee).

b. Aircraft liability insurance in amounts of not less than a combined single limit of \$1,000,000.00 or such other amounts as City may from time to time reasonably require, insuring Lessee, City, its agents and their respective affiliates against liability for injury to or death of a person or persons or damage to property arising from the use and/or occupancy of the Premises.

c. The City shall be named as an additional insured and loss payee on all insurance policies required in this paragraph. The policies shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless 30 days' prior written notice of such cancellation or alteration is given to Lessee and the City. Upon issuance or renewal of any such insurance policy, Lessee shall furnish

to the City a certificate of insurance evidencing coverage required under this Lease. Lessee shall provide annually to the City evidence that such coverage is in full force and effect.

**12. INDEMNIFICATION.** Lessee shall indemnify, defend and hold harmless the City and its agents and representatives from and against any and all claims, damages, cost and expenses, including reasonable attorney fees for any personal injury, death or property damage, arising out of the negligence of the Lessee, its agents, employees, guest or invitees, or the acts of Lessee its agents, employees, guest or invitees on the airport premises. In case any action or proceeding is brought against the City by reason of any such claim, Lessee, upon further notice from City, covenants and agrees to defend such action and proceeding, by counsel reasonably satisfactory to City, and to pay all court costs and attorney fees (including through all appellate and enforcement or collection proceedings).

**13. DISCLAIMER AND RELEASE.**

a. The City assumes no responsibility or liability for damage to the aircraft or other personal property parked or stored in or about the Hangar, except for that which may be occasioned by its own gross negligence, and such aircraft and other personal property parked or stored in the Hangar pursuant to this agreement shall be solely at the Lessee's and/or owner's risk. The City hereby disclaims and Lessee hereby releases the City from any and all liability for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including, but not limited to, loss, damage or injury of the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by the City's own gross negligence.

b. Lessee recognizes that from time to time it will be necessary for City to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors or representatives by reason of such inconvenience or

interruption, and Lessee waives any right to claim damages or other consideration for such inconvenience or interruption. Lessee shall be obligated to pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

**14. LAWS, RULES AND REGULATIONS.**

a. This Lease shall be subject to all rules and regulations which shall be promulgated and enacted by the Board of Aldermen of the City for the conduct and operation of the Airport and aircraft using it and by the conditions, regulations and restrictions contained in the license issued to the City to use, maintain and operate the Airport. This Lease is subject to all Federal laws and regulation and the provisions of the Statutes of the State of Missouri governing Cities of the Fourth Class.

b. Lessee hereby acknowledges and agrees that this lease shall be subordinate to the City's responsibility to comply with all applicable laws and regulations both state and federal, and the provisions of any existing or future agreements between the City and the United States or the State of Missouri, 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 expenditure of federal or state funds for the development of the Airport. Furthermore, this lease may be amended to include any and all provisions required by those agreements with the United States or the State of Missouri. In this regard, Lessee agrees that if in the sole and absolute discretion of the City, it is necessary to take possession of the leased Hangar, the City shall have the right to reassign a different Hangar to Lessee, and shall use its best efforts to provide a replacement Hangar of comparable size. The City shall provide to Lessee a minimum thirty (30) day written notice prior to any such reassignment unless, for health and/or safety reasons, the Airport Director reasonably deems a shorter notice period, or no notice period, to be necessary. If Lessee does not want to accept being reassigned to a different Hangar, Lessee shall be entitled to terminate this lease upon 10 days written notice to the City.

**15. ASSIGNMENT, TRANSFER, PLEDGE.** This Lease shall not be assigned, transferred, pledged or otherwise alienated without the express written consent of the City, which

consent shall not unreasonably be withheld, if the business of any such assignee shall be substantially the same as the Lessee.

**16. ALTERATIONS AND MODIFICATIONS.** Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of City. All fixtures installed or additions and improvements made to the Premises shall become City's property and shall remain on the Premises at the termination of this Lease Agreement, however such is terminated, without any compensation or payment to Lessee. Lessee further agrees that Lessee shall not:

**a.** Paint, remove, deface, modify, bend, drill, cut or otherwise alter any part of the Hangar without prior written permission of the City. This includes the replacement and/or alteration of door hardware and locks.

**b.** Use any (high voltage) electrical equipment or machinery requiring a power source exceeding 110 volts in or about the Hangar or modify existing wiring, or install additional outlets or fixtures without the prior written consent of the City.

**c.** Attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces. (For purposes of this Lease, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting device.)

**d.** Make, or cause to be made, any electrical, plumbing or structural modifications or improvements to the Hangar, without the prior written consent of the City and first obtain all permits required by applicable regulations.

**17. TERMINATION.**

**a.** If the City shall fail to keep and perform any of the agreements, representations and warranties on its part to be kept and performed hereunder and such default shall continue for a period of 10 days after written notice thereof is given by Lessee to the City, then and in such event Lessee may declare this Lease terminated.

**b.** If the Lessee shall fail to keep and perform any of the agreements, representations and warranties on its part to be kept and performed hereunder and such default shall continue for a period of 10 days after written notice thereof is given by City to Lessee, then and in such event the City may declare this Lease terminated. In the event of termination for cause, the Lessee shall immediately relinquish possession of the Demised

Premises as of the date of termination of the Lease. On termination of this Lease, any personal property or improvements remaining on the premises shall become the property of the City and the Lessee shall relinquish possession of the Demised Premises.

**18. ATTORNEY FEES.** In the event of the termination of this Lease as a result of a breach of any covenant herein and the City is required to incur any cost or expense (including reasonable attorney's fees) as a result of such breach, the Lessee shall be responsible for all of the City's costs and expenses including such reasonable attorney's fees incurred by the City and any other damages which may be imposed by law.

**19. FUTURE USE.** It is specifically agreed and understood by both parties hereto that none of the rights herein granted to Lessee shall prevent the City from entering into any other agreements that it may desire in the future, and the City in retaining said rights specifically retains all of its use of the ramps and other improvements on the Demised Premises in order to effectively and efficiently permit the operation of the Airport by other lessees. The City shall not, by entering into any agreements or leases with others, interfere with the rights granted herein to Lessee, except as reserved in this Lease.

**20. SURRENDER OF PREMISES.** On termination of tenancy, Lessee shall surrender Hangar to the City in good condition.

**a.** Upon the termination of this Lease Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Premises and shall remove the Aircraft and all other property therefrom, leaving the Premises in the same condition as when received, ordinary wear and tear excepted. Lessee shall, at its expense, return the Premises to its original state except for ordinary wear and tear. All personal property left on the Premises upon termination of lease shall be deemed to be property abandoned by Lessee and may be disposed of by City without compensation or payment to Lessee.

**b.** Lessee agrees to vacate said Premises at the termination of the Lease Agreement, by expiration or otherwise, and failing to vacate as herein provided, agrees that the City, or its authorized agents, may enter upon the leased Premises and remove all personal property therefrom, and in this event, Lessee waives any and all claims from damages against the City, its agents or employees, except for damages caused by their sole gross negligence. Nothing herein shall be deemed a waiver of any rights of the City to demand

and obtain possession of said Premises in accordance with the law in the event of a violation of Lessee's part of any of the terms or conditions of this Lease Agreement.

**21. WAIVER.** The waiver by either party of any provision or condition of this Lease Agreement shall not be construed to be a waiver of any other provision or condition of this Lease Agreement and shall not preclude the other party from demanding performance in accordance with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both the City and Lessee.

**22. ENTIRE AGREEMENT.** This Lease represents the entire understanding between the City and Lessee concerning the Demised Premises and Lessee's aircraft storage operation at the Airport. There are no undertakings, conditions, representations or warranties which are not incorporated herein. All amendments and modifications of this Lease shall be in writing duly signed by the City and Lessee. This Lease shall supersede all other lease agreements by and between the City and Lessee or any of its predecessors.

**23. SEVERABILITY.** The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions hereof and this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. The invalidity or unenforceability of any provision of this agreement to any person or circumstance shall not affect the validity or unenforceability of such provision as it may apply to other persons or circumstances.

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

Landlord:  
CITY OF FREDERICKTOWN, MISSOURI

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

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Authorized Signatory

ATTEST:  
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Printed Name