LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this _____ day of _____ _____, 2014, by and between the City of Coffeyville, Kansas, a municipal corporation, (hereinafter called "Landlord") and Robert A. Campbell (hereinafter called "Tenant");

WITNESSETH:

1. Demise. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"):

> The "North Hangar" located at the Coffeyville Municipal Airport,
> as depicted on the site plan attached as "Exhibit A".

The Premises are leased AS IS. Landlord shall have no responsibility to make repairs to the Premises in order to accommodate Tenant's use and possession thereof. If the Premises become unsuitable for Tenant's use or possession, Tenant may cancel the Lease upon giving Landlord thirty (30) days written notice. In that event, Tenant shall remain responsible for all rent accrued through the date Tenant completely vacates the Premises.

2. Term. This Lease shall be for a term of twenty-four (24) months, beginning as of September 1, 2014, and ending on August 31, 2016, regardless of the date this Lease is executed or when Tenant takes actual possession of the Premises; provided, the tenancy shall continue on a month-to-month basis thereafter, during which time either party may cancel the Lease upon thirty (30) days written notice.

3. Rent. Tenant shall pay rent to Landlord in the amount of Four Hundred Dollars ($400.00) per month, commencing as of September 1, 2014 and continuing on or before the 1st day of each month as long as the Lease remains in effect. Any rent payment remitted to the Landlord after the 5th day of the month shall incur a late charge equal to five percent (5%) of the late payment.

4. Utilities. All utilities necessary for Tenant's use of the Premises shall be Tenant's responsibility. Tenant shall pay its utilities, including electricity, and all other city or non-city utilities used by Tenant in connection therewith.

5. Use. The Premises shall be used for the storage of agriculture and related equipment, and none other.

6. Ingress/Egress. Landlord will ensure Tenant has access to the Premises at all times during the term of this Lease. Tenant will travel only upon the paved or concrete areas designated by Landlord. Only rubber-tired vehicles with a gross vehicle weight of less than 24,000 pounds shall be operated on airport pavement. Exceptions to this provision shall be in writing.

7. Maintenance. Tenant shall make routine improvements and repairs to the Premises. Tenant shall be responsible for keeping the Premises in a safe and clean condition and providing security for Tenant's operations. Tenant shall be responsible for snow removal to the extent needed to conduct Tenant's operations. Tenant shall return the Premises to Landlord at the expiration, or prior termination, of this Lease in clean and good condition.

8. Alterations to Premises. Tenant shall not make any permanent alterations, additions or improvements to the Premises without the written consent of Landlord. All authorized alterations, additions or improvements to the Premises which shall be made by Tenant (except Tenant's equipment and supplies never attached or affixed to the realty) shall be the property of the City and shall remain upon and be surrendered with the Premises as part thereof, without disturbance or damage, upon expiration or termination of this agreement.

9. Taxes. Landlord shall pay all real estate taxes covering the Premises. Tenant shall pay all taxes on Tenant's contents.

10. Insurance. Tenant shall carry liability insurance with limits of not less than $250,000 per occurrence. Tenant shall provide Landlord a certificate of insurance evidencing the existence and maintenance of this policy and listing Landlord as an additional insured. Tenant's failure to provide said certificate of insurance as required shall not relieve Tenant of its obligation to procure insurance as required herein.

Tenant's material and equipment shall be moved to/from and stored upon the Premises at Tenant's sole risk. Landlord shall not be held liable for any loss of or damage to said material and equipment, from any cause whatsoever.

11. Default. If Tenant fails to keep, perform and observe any covenant hereunder, and such failure is not cured within thirty (30) days after written notice from Landlord, Landlord may terminate this Lease and, upon so doing, Landlord may lawfully enter into and upon the demised Premises or any part thereof and repossess the same and expel the Tenant and persons claiming under and/or through it, and remove any property, forcibly if necessary, without being guilty of trespass and without prejudice to any remedies that may be otherwise legally available to Landlord for Tenant's breach of any covenant under the terms and conditions of this Lease Agreement.

In the event of any default by Landlord and such default is not cured within thirty (30) days after written notice from Tenant, Tenant may declare this lease null and void and/or may exercise any and all remedies available at law or in equity.

12. Indemnity. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of Tenant's use or possession of the Premises, except for any damages caused by any defect in the building and except for negligence on the part of the Landlord.

13. Assignment and Subletting. Tenant may not sublet the Premises, or any portion thereof, without the advance, written consent of the Landlord.

14. Notices. Any notice to be given to hereunder shall be in writing and sent by regular mail, postage prepaid, addressed as follows or to such other address as may be specified in writing by one party to another:

As To Landlord:	As To Tenant:
City of Coffeyville	Robert A. Campbell
P.O. Box 1629	5127 CR 2250
Coffeyville, KS 67337	Coffeyville, KS 67337
Attention: City Manager	(620) _____

15. Environmental. Tenant agrees it shall not contaminate the Premises with any hazardous materials in violation of applicable laws or regulations. If Landlord, in its reasonable discretion, has reason to believe that the Premises have become contaminated with Hazardous Materials by Tenant in breach of the provisions of this Lease, Landlord, in addition to its other rights under this Lease, may enter upon the Premises and obtain samples from the Premises for the purposes of analyzing the same to determine whether and to what extent the Premises have become so contaminated. In the event it is determined that Tenant has contaminated the Premises with hazardous materials in violation of applicable laws or regulations, it shall be Tenant's responsibility to take all necessary steps to remove such hazardous material from the Premises and bring the Premises into compliance with the aforementioned applicable regulations.

Furthermore, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or connected with contamination by Tenant of the Premises with hazardous materials in violation of applicable laws or regulations. Provided, however, Tenant shall not have any liability under this Lease as long as Tenant is remediating any such contamination it caused in accordance with applicable laws and regulations.

Landlord shall indemnify and hold harmless Tenant from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with contamination of the Premises with hazardous materials occurring on or prior to the commencement date of this Lease. The indemnity obligations of Tenant and Landlord under this section shall survive any termination of this Lease.

16. Miscellaneous. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This Lease shall be construed in accordance with the laws of Kansas. Paragraph headings are for convenience only and do not define, alter or limit the provisions of this lease.

17. Successors and Assigns. The covenants, terms and conditions of this Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

LESSOR:	LESSEE:
CITY OF COFFEYVILLE, KANSAS	ROBERT A. CAMPBELL
_____	_____
James Falkner, Mayor	Robert A. Campbell

Attest:

_____

Cindy Price

EXHIBIT A

[Drawing of North Hangar]

RESOLUTION NO. R-14-64

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT WITH ROBERT A. CAMPBELL FOR THE NORTH HANGAR LOCATED AT COFFEYVILLE MUNICIPAL AIRPORT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk is hereby authorized and directed to execute a lease agreement with Robert A. Campbell for the North Hangar located at the Coffeyville Municipal Airport.

Adopted this 9th day of September.

_____
James Falkner, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney