



**Stevensville Airport Board Meeting  
Agenda for  
TUESDAY, OCTOBER 12, 2021  
5:30 PM  
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
3. Approval of Minutes
3. Correspondence
4. Financial Reports
5. Engineers Report
6. Airport Business
7. Old Business
8. New Business
  - a. Discussion/Recommendation: Stevensville Airport Land Lease
9. Airport Manager's Report
10. Public Comments
11. Adjournment

### **Guidelines for Public Comment**

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during the official public comment period should come forward to the podium and state their name and address for the record. Comment during this time maybe time limited, as determined by the chair, to allow as many people as possible to comment. Citizens wishing to comment on a motion for decision before any vote can come forward or stand in place as they wish. Comment must remain on the motion before the council.

**File Attachments for Item:**

a. Discussion/Recommendation: Stevensville Airport Land Lease



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Stevensville Airport Land Lease

**Other Council Meetings**

**Exhibits**

*This agenda item provides Council with the ability to approve a land lease between the Town of Stevensville and Marc LeCoure.*

**Background:**

Marc LeCoure is entering into a lease agreement with the Town of Stevensville for Lot No. 2 and Lot No. 3 of the Hilltop West Subdivision for \$1.00 annually starting the 14<sup>th</sup> day of October 2021 and ending the 15<sup>th</sup> day of October 2041. Mr. LeCoure has adjacent property to Lot No. 2 and Lot No. 3 and would like to maintain these lots.

A draft of this lease is provided for the Town Council to review.

**Board/Commission Recommendation:**  Applicable -  Not Applicable

**Alternative(s):** Do not approve the Stevensville Land Lease between Marc LeCoure and the Town of Stevensville.

**MOTION**

**I move to:** approve the Stevensville Land Lease between Marc LeCoure and the Town of Stevensville.

## Stevensville Airport Land Lease

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This land lease is made and entered into this **14th day of October, 2021**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the **TOWN OF STEVENSVILLE**, hereafter "**Lessor**" and **Marc LeCoure**, hereafter "**Lessee**" at **669 Hollibaugh Rd, Stevensville, MT 59870**.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **2.176 acres** of land described as **Lot No. 2 and Lot No. 3 of the Hilltop West Subdivision** (attached as Exhibit B) of the Stevensville Airport, hereafter "Premises" subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall maintain the Premises as vacant land. No structures, temporary or permanent, shall be erected on the Premises.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a **twenty (20) year period**, beginning upon execution of the agreement and ending on the **15<sup>th</sup> day of October, 2041** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$1.00** annually for beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Office of the Town Clerk at 206 Buck Street, Stevensville, Montana 59870.

#### *IV. Terms and Conditions*

6. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
7. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
8. **Maintenance.** Lessee shall keep Premises in good repair and good maintenance. Lessee shall not store any trash, debris, or waste matter on the Premises and shall keep the area in neat and clean appearance.
9. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
10. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
11. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
12. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises, provided that such inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.
13. **Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.

14. **Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a ten (10) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
15. **Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
16. **Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine.
17. **Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
18. **Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
19. **Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
20. **Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

If notice to the Lessor:	If notice to the Lessee:
Town of Stevensville PO Box 30 206 Buck Street Stevensville, MT 59870	Marc LeCoure 669 Hollibaugh Rd. Stevensville, MT 59870 406.529.3025

*V. Termination of Lease*

21. **Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

*VI. Modification and Completeness*

22. **Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.
23. **Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

Lessor  
Town of Stevensville

Attest:

By: \_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Town Clerk

Lessee:

\_\_\_\_\_  
Marc LeCoure