

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

MEMORANDUM OF AGREEMENT

MOA No. 697DCM-18-L-00034

This agreement is made and entered into by the CITY OF LEE'S SUMMIT, MISSOURI, whose address is 220 Southeast Green, Lee's Summit, Missouri, 64063, hereinafter referred to as SPONSOR, for itself, its successors and assigns, and the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Lee's Summit Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (01/12)

It is mutually understood and agreed that the Sponsor requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication, and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2018 and continuing through September 30, 2038. The FAA can terminate this agreement, in whole or part at any time by giving at least (30) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Lee's Summit Municipal Airport, to be routed reasonably determined to be the

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most convenient to the FAA and as not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the right to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (08/02)

The FAA shall pay the Sponsor no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (04/05)

It is understood and agreed that the use of the herein described premises, known as Lee's Summit Municipal Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (04/05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities."

5. TITLE TO IMPROVEMENTS (04/05)

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation, and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly

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attributable to the installation, operation, and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (10/96)

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (10/96)

The Sponsor agrees that any relocation, replacement, or modification of any existing or future FAA navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (10/96)

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor.

10. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

SPONSOR:

City of Lee's Summit, Missouri
220 Southeast Green Street
Lee's Summit, MO 64063

GOVERNMENT:

DOT/Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, TX 76177

11. PREVIOUS LEASE(S)/AGREEMENT(S)

This agreement supersedes Land Lease number **DTFACE-04-L-42911**. Land Lease **DTFACE-04-L-42911** is hereby terminated.

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12. CLAUSES INCORPORATED BY REFERENCE (7/14)

This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the full text will be provided by the Real Estate Contracting Officer.

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (7/14)

13. SIGNATURES (04/04)

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF LEE'S SUMMIT, MISSOURI

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____
Ashlee G. Baxter

Title: _____

Title: Real Estate Contracting Officer

Date: _____

Date: _____

List of Facilities

Effective Date: October 1, 2018

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Lee's Summit Municipal Airport

Number	Facility	RW (ATID)	GSA Control Number	Comments
1	PAPI	11(LXT)	29506	Facility site
2	REIL	11(LXTB)	29491	Facility site
3	PAPI	18(LXTB)	29328	Facility site
4	REIL	18(LXT)	29324	Facility site
5	PAPI	29(LXTA)	29489	Facility site
6	REIL	29(LXTA)	29511	Facility site
7	PAPI	36(LXTC)	29390	Facility site
8	REIL	36(LXTC)	29532	Facility site
9	RTR	(LXT)	29000	Facility site
10	ASOS/ACU	(LXT)	29119	Sensor group site, ACU located in airport manager's building