

LEASE

THIS AGREEMENT, made and entered into this 1st day of January, 2025, by and between the City of Nampa, the parties of the first part, hereinafter collectively referred to as “Lessor”, and Nampa Model Aviators, Inc., an Idaho corporation, the party of the second part, hereinafter referred to as “Lessee”.

WITNESSETH:

That the said Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the said Lessee, and the said Lessee does by these presents hire, rent and take from the said Lessor, the following described leased property, to-wit:

See Exhibit “A” for the legal description

See Exhibit “B” aerial view of property

See Exhibit “C” designated flight area

TO HAVE AND TO HOLD said property, together with the appurtenances, privileges, rights and easements thereto belonging, unto the said Lessee for the term of 10 years, said term to commence on the 1st day of January, 2025, and terminate on the 31st day of December, 2034, for the rental and upon the terms and conditions as follows:

RENTAL:

1. Lessee covenants and agrees to pay rent for said property \$10 per annum. Rent is payable on or before the 1st day of January each year, beginning January 1st, 2025.

Lease payments under this agreement may be reviewed and modified by lessor on an annual basis, provided that any lease payment adjustment will reflect an

- increase or decrease in Lessor's cost of owning the leased property, further provided that lease payments shall never be less than \$10 per year.
2. USE OF PREMISES: Lessee covenants and agrees that the leased property shall be used as a flying site for model aircraft. The site will be operated in compliance with Academy of Model Aeronautics safety rules.
 3. MAINTENANCE: Lessee agrees to be responsible and pay for maintenance, repairs, and operating expenses incurred in the use of the above described leased property.
 4. TAXES AND ASSESSMENTS: Lessee shall pay all real estate taxes and assessments (including irrigation taxes) of any kind levied against the above demised premises during the term of this Lease and any extension thereof, and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property located upon the above described premises, promptly as the same becomes due.
 5. LIABILITY: Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said premises or any part thereof, or from the street or subsurface, or from the any source or cause whatsoever, and Lessee agrees to indemnify and hold harmless Lessor from such liability. Lessee will provide Lessor with proof of insurance of \$1,000,000.00 from the Academy of Model Aeronautics which will name Lessee and Lessor as insured.
 6. SURRENDER OF POSSESSION: Lessee agrees to surrender possession of said leased premises to Lessor at the expiration of this Agreement, or any extension

thereof, in the same condition as when the same were entered into by Lessee, wear and tear, reasonable use and occupancy and damage by the elements excepted.

7. NOTICES: All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following addresses:

- i. Lessor: City of Nampa
 - 1. 411 3rd Street South
 - 2. Nampa, Idaho 83651
- ii. Lessee: Nampa Model Aviators, Inc.
 - Larry Lorenzo, Club President
 - P.O. Box 3391
 - Nampa, Idaho 83653-3391

or to such address as may be designated by writing delivered to the other party.

All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

8. REPRESENTATIONS: It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this Agreement
9. FIRST RIGHT OF REFUSAL: Upon termination of this Lease, and in the event Lessor determines to re-lease said premises, the Lessor shall first offer said premises to Lessee upon those terms and conditions as Lessor does require for the lease of the property. Lessee shall have ten (10) days to either accept or reject said offer to lease. In the event Lessee rejects said offer to lease, then and in that

event, Lessor shall be entitled to lease said premises to any other third party of Lessor's choosing, provided however, that no lease to a third party by Lessor shall be upon terms and conditions more favorable than those terms and conditions as stated to Lessee in the offer to lease said property.

10. CIVIL RIGHTS PROVISIONS: The following obligations are assumed by Lessee and include the following:

- a. The Lessee, for himself, his successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

11. ENTRY ON PREMISES: Lessor shall have the right to enter the premises at any time to inspect same and to backfill property. It is understood that City property adjacent to leased premises will continue to be used for the placement of dirt, sand, gravel and concrete and that the Lessee shall maintain access across the leased premises for said purpose.

12. ACCESS TO PREMISES: Lessee shall access the premises from Ridgecrest Drive. Lessee shall maintain a gate on the premises to prevent the entry of unauthorized personnel.

13. APPROVAL OF ADJACENT PROPERTY OWNERS: It is understood that the Lessor does not have authority to grant the Lessee the right to operate model aircraft off the premises.

14. FLY ZONE: Lessee agrees to require its members and participants to stay within the fly zone, as mutually agreed upon by the Lessee and Lessor that is described in Exhibit C.

15. Lessor may terminate this agreement at any time for any reason upon one hundred eighty (180) days notice.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease Agreement the day and year first above written.

DATED this _____ day of _____, 2013.

Parks and Recreation Director

CITY OF NAMPA
"Lessor"

Darrin Johnson

Mayor, Debbie Kling

Attest:

City Clerk Deborah Bishop

NAMPA MODEL AVIATORS, INC.
"Lessee"

Larry Lorenzo ,
President Nampa Model Aviators Inc.
P.O. Box 3391
Nampa, Idaho 83653-3391

Attest:

Secretary

Exhibit A

Legal Description

Project No: 220211
Date: September 7, 2022
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PARCEL B - CITY OF NAMPA BOUNDARY DESCRIPTION

A parcel of land located in a portion of the SW1/4 of Section 12, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap monument marking the southwest corner of said Section 12; thence, along the south boundary of said SW1/4 of Section 12,

- A) S.89°26'55"E., 1326.76 feet to an aluminum cap monument marking the west 1/16 corner common to said Section 12 and Section 13 and the **POINT OF BEGINNING**; thence, along the west boundary of the SE1/4 of the SW1/4 of said Section 12,
- 1) N.00°39'01"E., 1324.96 feet to southwest 1/16 of said Section 12; thence, along the north boundary of said SE1/4 of the SW1/4
 - 2) S.89°28'02"E., 920.32 feet; thence,
 - 3) S.00°32'15"W., 454.93 feet; thence, parallel with said north boundary,
 - 4) N.89°28'02"W., 901.21 feet; thence, parallel with said west boundary,
 - 5) S.00°39'01"W., 963.72 feet to the centerline of Ridgcrest Drive; thence along said centerline,
 - 6) N.89°58'50"W., 20.01 feet; thence,
 - 7) N.00°39'01"E., 93.88 feet to the **POINT OF BEGINNING**.

CONTAINING: 10.06 acres, more or less.

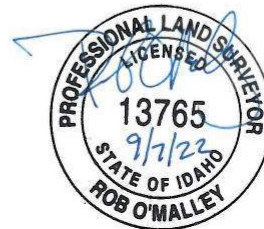


Exhibit B

Aerial View of Property



Exhibit C

Designated Flight Zone

