GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
AGENDA

June 12, 2023 @ 5:00 p.m.
Library, 257 E. Center Street
Moab, UT 84532

Join Zoom Meeting
https://us02web.zoom.us/j/85853116757?pwd=WmpYU0tYN0xPNS9ibEgyM1liR21UQT09
To join by phone: Dial (669) 900-6833 Meeting ID: 858 5311 6757 Passcode: 528365

A. Call to Order

B. General Business

1. Approve minutes of April 17, 2023 (Regular meeting) (at the 5/15 meeting, one member abstained, so we only had 3 voting members.)
2. Approve minutes of May 15, 2023 (Regular meeting)
3. Safety Report / Director's Report – April and May 2023
4. Airport Monthly Data Report - May 2023 – Virtower Data

C. Citizens to be Heard

D. Discussion Items:

1. Project Reports
    a. SRE Building – Windows installed and metal siding being installed
    b. Terminal Modification – RSEDS installed and fully operational
    c. ALP Update – Chapter 3 released to the Airport Director for review
    d. 2023 Fencing project – No permits from Army Corp of Engineers needed
    e. Lot 108 Hangar – nearing completion
    f. Lot 118 Hangar – in permitting phase
2. Rent Study – AMCG working on modifying the zones
3. Redtail Air – SLC service
4. AEAS – still under review by DOT

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)

1. Approving Lease with Redtail Air for Hangar B.
2. Approving Ground Lease for new Redtail FBO building.
3. Approving Ground Lease for Lot 16 – Allen & Nathan Rydman.
4. Review / Revise Airport Board Bylaws

F. Reports:

1. County Commission
2. City of Moab
3. Travel Council
4. Solar Committee
5. Other reports for Airport Board

G. Future Considerations

CIB request for parking lot funding

EV charger grant – Bill Winfield

Review Airport Limitation District in the Grand County Land Use Code.

H. Closed Session, if necessary

I. Adjourn

Those with special needs requests wishing to attend Airport Board meetings are encouraged to contact the County two (2) days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. Requests, or any questions or comments can be communicated to: (435) 259-1346.

Posted by: Tara Collins
at the Library __________ Date __________ Time

GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES

April 17, 2023 @ 5:00 p.m.
County Commission Chambers, 125 E. Center Street
Moab, UT 84532

A. Call to Order
   1. The meeting was called to order at 5:05 p.m.
      Members present: Jody Patterson, Jenny Gleason (Travel Council Rep.), Bill Winfield (County Rep.) Norm Knapp & Bill Hawley attended via Zoom.
      Members not present: Jason Taylor (Moab City Rep.), Laurel Catto, Shalee Bryant
      Others present: Airport Director Tammy Howland, Assistant Tara Collins, Randy Martin of Redtail Air, Justin Pietz of Armstrong, Katy Igarta of Boutique Air.

B. General Business
   1. Approve minutes of March 20, 2023 (Regular meeting)
      Motion by Jenny to approve the minutes, seconded by Norm, approved 4-0.

   2. Safety Report / Director's Report
      There was one snow event on March 1. Everything went well. They removed the free-standing arch that was holding up the old awning, because it was swaying in the wind. They removed the pony wall, in preparation for getting a new awning built. Mark Marcum resigned. They have interviewed some really good candidates for his replacement. Tammy discussed the flight schedule.

   3. Airport Monthly Data Report - March 2023
      Tammy went over the revenue for March, including fuel sales (lower than 2021, but higher than 2022), enplanements (Redtail's are up from February), landing fees, parking revenue. There were 1,355 skydivers in March. Vending sales are down due to credit card reader problems. Car rentals are increasing.

C. Citizens to be Heard - None

D. Discussion Items:
   1. Project Reports
      a. SRE Building - Concrete poured - footers and walls
      b. Terminal Modification - Work is in progress - RSEDS install April 25th
      c. ALP Update - Recommended development drawing
      d. 2023 Fencing project - Scope of work ready for approval
      e. ARFF truck repairs - No new issues
   2. Rent Study - updates delayed
   3. Virtower Data

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)

1. Approving the recommendation that Grand County apply to the United States Department of Transportation for approval of an Alternate Essential Air Service contract with the Canyonlands Regional Airport, with Contour Airlines as the selected Air Service provider. Or
2. Recommend Boutique Air for the EAS service provider

   Tammy explained that our EAS contract went out for bid in November. Our contract ends June 30, 2023. In the first round, we got one proposal from SkyWest Charters. Ultimately that bid was rejected because they have not been approved to function as a charter yet. It went back out to bid, with a new deadline of March 21. This time we got 2 bids, one from SkyWest that did not really change what the DOT had objected to the first time, so that was automatically rejected. The second proposal was from Boutique Air, offering 24 flights a week to Denver, on a Pilatus airplane.

   Katy Igarta from Boutique Air spoke about their service; they previously flew for CNY. They fly an 8-seat plane. They have plenty of planes and pilots, and they can do charters. They have an interline agreement with American Airlines, so passengers don't have to transfer their baggage. They have a code-share agreement with United Airlines, for mileage points. There are no baggage fees or pet fees. If a passenger's baggage is over the 50-pound weight limit, they can bring baggage to an earlier flight, and Boutique will hold it in Denver. They can adjust their flight schedule for seasonal demand. They could possibly add Salt Lake to their destinations, they will just ask the DOT.

   Tammy said there's another option, to save jet service at the Airport, and that's an Alternate EAS. It's the same pool of money, but it is awarded to the Airport, rather than the air carrier. Tammy showed on screen the application they would submit. She said this route would give us and the airline more control. Contour Airlines is the company that can pick up our routes most successfully. They set the roadmap for charter airlines to pick up regional routes. Because of the pilot shortage, it's difficult to maintain a 121 carrier status. This way, they can bring back pilots who have retired. This plan is what SkyWest is trying to do, but they don't have their approval yet. Contour has plenty of planes in Phoenix, so they are offering to fly a Moab to Phoenix route. Their planes have 30 seats. The advantage to this is we would not lose jet service, as we would with Boutique, so that we get our enplanements, in order to maintain our entitlements, and to justify those improvements that move the Airport forward. Also, there's a stigma attached to small aircraft.

   Contour is willing to look at other flight routes, but because of the time crunch, we are starting with Phoenix, which is a good hub for international flights. Tammy covered the subsidy amounts that Contour is proposing for the next 3 years. Tammy called for references, and Contour was highly recommended. The difference with AEAS is that the airline bills the County, we pay it, and then we request reimbursement from the DOT. This is how all of our other grants work. This would be a 3 year contract. They can do a seasonal schedule. Jenny mentioned that Phoenix was in the top 5 airports during the fly-in campaign. Jody said a lot of locals will be disappointed to lose the Salt Lake City flight. He also said in fairness to the other businesses, like car rentals and ground transportation, that we should try to get as many seats as possible. Tammy said this is the trend in regional airports. Until we can get 737's, 30 seats is about as big as we can get. Randy said his sales rep said that Contour is very well managed, and that we would be in good hands.

Tammy said she thinks these companies prefer to work under the Alternate EAS, rather than the traditional EAS, because there is less control from the DOT, and the airline works with the Airport. Jody pointed out that local government is less overbearing than the DOT.

Motion by Norm to approve the AEAS proposal with Contour Airlines, and forward it on to the Commission, seconded by Jenny, approved 4-0.

Tammy shared an email from Daniel Belmont of SkyWest, that explained why SkyWest could not fulfill the EAS requirements.

3. Approving the building of garages by Airport Garage Co. (now 8 units, each one 12' x 25')

   There was some discussion about the location of the garages. Bill Hawley pointed out that Mr. Prather is going to want to build more of these, so we should make the location decision part of the ALP (Airport Layout Plan).
   Motion by Jenny to approve Prather building the garages, modified by Bill H.: "at a location yet to be determined", seconded by Bill H. Approved 4-0.

4. Approving possible locations for Airport Garage Company for ALP update.

   Bill H. wants to postpone this, at least to the point where everyone says ok to the ALP map. This item was tabled for later discussion.

5. Approving starting a draft of a ground lease for Lot 16, Allen Rydman.

   The size will be 40' x 70'. **Motion** by Bill H. to approve starting a draft, seconded by Jenny, approved 4-0.

6. Approving Armstrong's Scope of Work- Task Order T - to construct a wildlife fence (Design, Bidding, Construction).

   Justin Pietz said they've started the environmental review, and they got the cultural resource survey completed and got a categorical exclusion (thank you Jody). The fence will be 10,000 feet long. Since the design fee is under $100,000, it will need to go through a fee review. That can be done at a local level. Then they will need to coordinate with the U.S. Army Corps of Engineers, because they are crossing a big wash.

Motion by Jenny to approve the scope of work, seconded by Norm, approved 4-0.

F. Reports:

1. County Commission - Bill W. had multiple people contact him about the air service. Only one was positive on Boutique Air, and that was because it is a comfortable plane. He doesn't think too many people are positive about flying to Phoenix.
2. City of Moab - Jason was absent.
3. Travel Council - Jenny said that county-wide March revenue was down, due to weather. Love Communication (they do marketing research) did a presentation that showed 2 reasons for lower visitation was gas prices, and that people are going back to cities, instead of rural visits. They did some special event grants.
4. Solar Committee - Nothing to report.
5. Other reports for Airport Board

G. Future Considerations - Tammy said they will be putting in for some CIB funding, for apron expansion and parking lot improvements.

H. Closed Session, if necessary

I. Adjourned at 6:55 p.m.

Submitted by: Tara Collins

GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES

May 15, 2023 @ 5:00 p.m.
County Commission Chambers, 125 E. Center Street
Moab, UT 84532

A. Call to Order

1. The meeting was called to order at 5:09 p.m. Jason led the meeting.
   Members present: Jenny Gleason (Travel Council Rep.), Jason Taylor (Moab City Rep.), Laurel Catto, Bill Winfield (County Rep.). Bill Hawley attended by Zoom.
2. Members not present: Jody Patterson, Norm Knapp, Shalee Bryant, Airport Director Tammy Howland.
3. Others present: Director's Assistant Tara Collins, Randy Martin of Redtail Air. Attending by Zoom were Justin Pietz and Eric Rivera of Armstrong Consultants.

B. General Business

1. Approve minutes of April 17, 2023 (Regular meeting)
   Motion by Jenny to approve the minutes, seconded by Bill H., approved 3-0, with Laurel abstaining. (Not a quorum, so we will need to re-approve these minutes on June 12.)

2. Safety Report / Director's Report - April 2023
   Motion by Jason to postpone this item until the June 12 meeting, seconded by Laurel, approved 4-0.

3. Airport Monthly Data Report - April 2023
   Board members viewed the data chart.

C. Citizens to be Heard - none

D. Discussion Items:
1. Project Reports
   a. SRE Building – Wall beams in place. Eric gave the status of this project. The iron has gone up. They are working through labor issues.
   b. Terminal Modification – RSEDS (baggage screening) installed and operational – TSA in training. Jenny said she's seen the machine. It was installed quickly.
   c. ALP Update – Draft out for review by FAA. Justin spoke about this one. They had their alternatives meeting with the Technical Advisory Committee. The FAA is comfortable so far with everything the ALP is showing. They have the draft ALP drawing plan completed, and it went to the FAA for airspace review. They made revisions to where the garages will go.
      Laurel asked about whether the center of the west-side taxiway could be shifted (near lots 22, 27, & 28), if there is any flexibility in that. Justin said that nothing is set in stone on the ALP, however, the depth of some of those hangars, the small ones, is fixed. He said the tie-down spaces/distances need to be preserved, but there may be a little more room.

d. 2023 Fencing project – survey work last week. Eric covered scope of work and design. This is pending the ALP approval. Hoping to go out to bid in the next month or so. The FAA has given environmental clearance.
e. ARFF truck repairs – Jason noted the agenda said: No new issues.

2. Rent Study – AMCG working on modifying the zones. Jenny mentioned that the zones AMCG labeled were not really relevant to our Airport. Justin said Armstrong told AMCG about the comments and issues with the zones, that Tammy had told Armstrong. AMCG told Armstrong they would make those edits. Armstrong will follow up on that.

3. Virtower Data – not provided.

E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)

1. Approving lease with Redtail Air for Hangar B (Redtail signed).
Laurel pointed out that the term is meant to align with the FSO Operating Agreement. But the Hangar B lease allows for a 5-year renewal after the initial term ends. Which means this lease could extend beyond the FSO term. Randy posited that it was language left over from the old lease, and we could take that language out. Laurel said whatever successor to Redtail becomes the FSO will want to take over Hangar B, and we can't have impediments to that. Randy looked at whether the FSO Agreement has any renewal options; it doesn't. Jason noticed that they had a quorum, but if Jenny abstains, they will not have a quorum. Randy said they have been on a month-to-month status for a while, so waiting one more month is no problem.
Motion by Jason to table this until the next meeting, due to lack of quorum, seconded by Laurel, approved 4-0.

2. Approving Ground Lease for new FBO building.
Same issue as above.
Motion by Laurel to table this, seconded by Jenny, approved 4-0.

3. Approving possible locations for Airport Garage Company.
Bill H. said the ALP has been modified to show where the future garages should be built; he thinks we should go ahead and tell Prather the location, so he can move forward with planning and a proposal. Jason wondered: if the ALP goes for public comment, and the location is changed, are we liable for telling Prather this is the location? Jason noted this is a <u>draft</u> ALP, and we could make sure he understands that. Justin said that once it goes a little further along, it will have to go for airspace review before the FAA. Laurel wondered if we are blocking ourselves in for future parking expansion. Justin said that was good input. Bill H. said we could move the garages further south. Justin said we could move the solar farm further south, too. Bill H. noted that the garages get much less traffic to them than the parking areas.
Motion by Jason to approve the possible location of new garages, based on the draft ALP, seconded by Laurel, approved 4-0.

4. Discussing intermittent food truck visits (not a lease), "Texas Tacos": rates, terms, parking location, versus food truck with a lease.
   Jenny brought up the previous discussions in 2022 about water and electrical hookups for the permanent food truck (John Ripley Corkery's), and that Shanna's intermittent food truck is completely mobile and would not need to hook up to anything. Bill H. suggested we ask each company for a concrete proposal, re: how they would share the income. He suggested using the taxi model, where they pay a set rate per day of operation.

5. Reviewing recently adopted Resolution 3347 (Board Appointment Process) and Ordinance 674 (Adoption of Board By-Laws Process).

F. Reports:

1. County Commission – Bill W. had to leave.
2. City of Moab – Jason said they had a water workshop.
3. Travel Council – Jenny said they've been editing budgets, and they went through an RFP process for a company to lead the strategic plan for the County. They got 17 bids. They approved some special events: Thompson Springs had a May Day event, and other events. They started a summer marketing campaign, to draw people here in the hotter months.
4. Solar Committee
5. Other reports for Airport Board – Randy said that in light of SkyWest leaving, Redtail Air will offer flights to Salt Lake City 2 days per week (Tuesday and Thursday). They will leave Moab in the morning at 8 or 9 o'clock, and return to Moab at 4 or 5 o'clock. They are also meeting with the Vernal Airport Manager, who is flying down here on 5/19, to discuss possibly providing service between Vernal and Salt Lake City. They are hoping some of the economic diversification money could be used for the flights to SLC. They will use the Kodiak (8-seater). They will land at Atlantic Aviation in SLC. Jenny said Tammy did a really good job with this, thinking outside the box.

G. Future Considerations

CIB request for parking lot funding

EV charger grant – Bill Winfield met with Tammy, toured the Airport grounds, and chose a location by Moab Heli X for the chargers. There's a transformer there. They needed a location in order to apply for the EV grant. However, the location can be moved later. Then he included Chris Baird in the process. The company that will install the chargers co-shares the income, and also maintains them and replaces them.

H. Closed Session, if necessary

I. Jason asked for a motion to adjourn. Motion by Laurel. Adjourned at 6:21 p.m.

Submitted by: Tara Collins

3	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL

2023 Stats Report

Canyonlands Regional Airport

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
	100LL - Gallons Used/Sold												
2023 Monthly Total	1673.00	4312.00	3364.00	3611.00	4933.00		0.00	0.00	0.00	0.00	0.00	0.00	17893.00
2022 Total	2541.95	2353.25	3223.18	4483.00	4532.00	3977.00	2909.00	6678.00	6504.00	4981.00	3135.00	1158.00	46475.38
2021 Total	2073.00	1777.00	4161.00	6222.00	6504.00	4826.00	4471.00	3551.00	4924.00	5603.00	4568.00	3814.00	52494.00
YOY Percent Change	-52%	45%	4%	-24%	8%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-160%
CNY SS - $6.90													
CNY Truck - $7.40	**Jet A - Gallons Used/Sold**												
2023 Monthly Total	13474.00	34329	32861.00	46425.00	51497.00								178586.00
2022 Total	16324.55	15082.03	26866.05	46211.00	44065.00	39332.00	36332.00	40785.00	56422.00	51108.00	34239.00	13422.00	420188.63
2021 Total	17847.00	17426.00	33379.00	54021.00	61037.00	73155.00	41476.00	45579.00	51232.00	55905.00	31766.00	13553.00	496376.00
YOY Percent Change	-21%	56%	18%	0%	14%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-135%
CNY SS - $9.40													
CNY Truck - $9.90	**Fuel Flowage Fee Report**												
FBO @ .08 gal	**$1,211.76**	**$3,091.28**	**$2,898.00**	**$4,002.88**	**$4,514.40**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$15,718.32**
	ENPLANEMENTS												
SkyWest Airlines (UA) - Rev	681	752	1,286	1383	1434								
SkyWest Airlines (DL) - Rev	0	0	416	807	1038								
SkyWest - NonRev (Total)	15	22	19	25	43								
Redtail Air*	70	72	175	200	544								
Redtail Helicopters (Part 135)	6	7	64	121	153								
Moab Heli X (Part 135)	7	6	22	32									
2023 Enplanements	**779**	**859**	**1982**	**2568**	**3212**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	9400
2022 Enplanements	595	754	1,590	2221	2646	2051	1828	1882	3007	3,680	2059	994	23307
2021 Enplanements	352	446	1128	1978	2946	3188	2413	2497	3087	3382	2349	982	24748
2020 Enplanements	556	625	569	30	245	750	876	1169	1757	1948	1005	400	9930
Skydive Moab	0	0	1355	2946	0	0	0	0	0	0.00	0		0
	LANDING FEES $0.75/1,000 lb												
SkyWest Airlines Actual	28	28	55	55	77								243
SkyWest Scheduled	31	28	55	55	79								248
SkyWest Landing Fees	**$987.00**	**$987.00**	**$1,938.75**	**$1,938.75**	**$2,714.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	*$8,565.75*
Redtail Air													
C-172 @ 2550#	8	59	45	46	35								193
C-207 @ 3800#	6	1	12	45	64								128
Airvan @ 4000#	2	11	0	7	42								62
Waco @ 2650#	0	0	0	0	0								0
Kodiak @ 7255#	0	3	28	25	55								111
Redtail Total	**16**	**4**	**85**	**123**	**196**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	494
Redtail Landing Fees	**$38.40**	**$165.01**	**$272.62**	**$373.26**	**$674.61**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,523.89**
Skydive Moab													
C-182	0	0	0	0									0
King Air 350	0	0	0	0									0
Caravan	0	0	101	201									302
SKM Monthly Total	**$0.00**	**$0.00**	**$568.13**	**$1,130.63**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	*$1,698.75*
Redtail Helicopters	3	4	35	55	72								169
Moab Heli X	4	3	11	15									33
Monthly Total	**$13.13**	**$13.13**	**$86.25**	**$131.25**	**$135.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	*$378.75*
Mo. Land. Fee Total	**$1,038.53**	**$1,165.14**	**$2,865.74**	**$3,573.88**	**$3,523.86**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$12,167.14
REDTAIL Collections	**Landing Fees Collected**												
Acft Over 6K# @ $25	1	1	4	11	12								*29*
Acft Over 10k # @ $65	6	6	9	29	25								*75*
Acft Over 25K# @ $190	1	2	12	30	18								*63*
Total Flights	8	9	25	70	55	0	0	0	0	0	0	0	*167*
Total $ Collected & Paid	**$605.00**	**$795.00**	**$1,645.00**	**$4,725.00**	**$4,355.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	*$12,125.00*
Page 1 Total	**$2,855.29**	**$5,051.42**	**$5,788.74**	**$7,646.76**	**$8,093.26**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$29,435.46
Skydive Landing Area													
Skydive Moab	$ -	$ -	$ 100.00	$ 100.00	$ 100.00								*$300.00*

Concessions													
Vending Machines	$ 181.00	$ 300.05	$ 390.85	$ 500.00	$ 673.50								*$2,045.40*
Parking Revenue	$ 2,980.00	$ 2,099.50	$ 2,059.00	$ 2,502.00	$ 1,866.00								*$11,506.50*
Enterprise Car Rental	4531.88	$ 4,050.78	$ 13,317.59										*$21,900.25*
Canyonlands Car Rental	$ 212.20	$ 242.70	$ 2,052.40										*$2,507.30*
TOTAL	**$ 7,905.08**	**$ 6,693.03**	**$ 17,819.84**	**$ 3,002.00**	**$ 2,539.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$37,959.45**

Page 2 Total	**$7,905.08**	**$6,693.03**	**$17,919.84**	**$3,102.00**	**$2,639.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$38,259.45

Page 1 Total	**$2,855.29**	**$5,051.42**	**$5,788.74**	**$7,646.76**	**$8,093.26**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$29,435.46
Page 2 Total	**$7,905.08**	**$6,693.03**	**$17,919.84**	**$3,102.00**	**$2,639.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$38,259.45
Total Revenue	**$10,760.37**	**$11,744.45**	**$23,708.58**	**$10,748.76**	**$10,732.76**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$67,694.91

Redtail Air
Salt Lake City Air Service Proposal

Redtail Air, Inc., a Moab based FAA licensed part 135 air carrier, proposes a twice weekly round-trip air service from Canyonlands Regional Airport (CNY) to Salt Lake City International Airport (SLC) for a minimum of one year with the support of a grant from Grand County. Below are the details of this proposal.

Air Service Details

- Days of Service: Every Tuesday and Thursday (weather permitting)
- Depart from CNY at 9:00 am / Arrive at SLC 10:00 am
- Depart from SLC at 5:00 pm / Arrive at CNY 6:00 pm
- Service to begin: October 1, 2023 or sooner if SkyWest terminates service to SLC

SLC drop-off / pick-up location

- Atlantic Aviation FBO located at SLC airport (369 N 2370 W)
- Redtail currently uses Atlantic Aviation for its Saturday morning airflight service to SLC for Rocky Mountaineer. From the Atlantic Aviation FBO building, passengers can take a shuttle to the main terminal (the shuttle service is provided free of charge by Atlantic Aviation) or take a taxi, Uber, or Lyft to their city destination.

Airfare

- $150 one-way / $300 round-trip
- Redtail will guarantee not to raise this airfare for a period of one year from the date of service inception.

Reservations

- Passengers will be able to book flights directly at www.flyredtail.com.

Aircraft Details

- For this flight, Redtail will fly a 9-passenger turboprop Quest Kodiak 100. The Kodiak 100 is a thoroughly modern aircraft with advanced avionics. The aircraft is manufactured in the United States and meets the very latest FAA standards. Redtail has three Kodiak 100 aircraft in its fleet.

Insurance

- Redtail Air maintains passenger liability insurance coverage that far exceeds FAA requirements

Marketing

- Redtail will use paid ads to promote this air service on Google Ads, Instagram and Facebook. We will also use more traditional advertising such as local newspapers (Moab Sun News, and Times-Independent) and local radio.
- Redtail will use its own Facebook, Instagram pages to promote the air service.
- Redtail will create a webpage on its website www.flyredtail.com to promote this air service.

- Redtail will promote this air service through the Moab Area Chamber of Commerce and with local business leaders who may use this air service.

Amount of Proposed Grant

- Redtail will guarantee two-day a week service to SLC (weather permitting) for a period of not less that one year for a grant from Grand County in the amount of $95,000. Please note that this grant only covers a portion of the actual operating expenses for this air service.

Benefits of SLC Air Service

- Regularly scheduled air service is a driver of economic growth and diversification.
- Maintain air service to SLC for Grand County residents who rely on air service for medical or business purposes.
- Cost and time savings for Grand County residents flying to SLC. Rather than driving to Grand Junction to fly to SLC, or using Contour Air to fly to Phoenix and then to SLC residents will be able to fly directly to SLC.
- Passengers can arrive 20 – 30 minutes before their flight. No TSA screening required.

About Redtail Air

- Incorporated in October, 1978 as a FAA part 135 air-carrier
- In 2022 Redtail flew over 1,100 flights, with over 6,000 passengers.
- Redtail offers scenic, river shuttle, helicopter, and charter air service. We flew 147 charter flights in 2022, primarily to airports in Utah, Colorado, and Arizona.
- Redtail Air currently employes 29 people, 9 of which are pilots.
- Own and manage the FBO at CNY (Redtail Jet Center)
- Reliability – Redtail maintains its aircraft with a team of certified aircraft mechanics employed by Redtail at CNY. Because of this, Redtail rarely, if ever, must cancel a flight due to aircraft availability.

My name is Randy Martin – Director of Business Operations for Redtail Air

As everyone is probably aware – SkyWest airlines has elected not to renew their contract for flights to Denver and SLC, and will be replaced by in early October by Contour Air, who will provide air service to Phoenix.

What Redtail Air is **proposing is a two-day a week air service between Moab and SLC to partially restore** the air service that we are losing. We have the aircraft, and we have the pilots, to be able to offer this service.

Losing the SkyWest contract is a tremendous economic loss for Grand County.

- We believe that regularly scheduled air-service between Moab and our state capital is essential for economic growth and diversification.
- Without direct air service to between Moab and SLC, business leaders, government officials, and residents are left with only two choices to get back and forth from SLC.
    - they can drive, and we all have had to navigate soldier summit in the winter, it is not a fun drive or
    - From Moab, fly Contour to Phoenix, and then another airline (Delta, American, United) from Phoenix to SLC.
- Two bookings, two airlines, and you hope you can make it to SLC in one day. If you are a resident who needs to get to the Huntsman Center for a check-up, depending on flight schedule, it will be at least two, it not three days if you want to fly.

We are offering an early morning one-hour flight form Moab to SLC, and a return flight later that same day from SLC to Moab, two days a week. One reservation, one easy booking.

We know there is a need for this service! We receive at least one or two inquires per week for charter service between Moab and SLC, particularly in the winter, when SkyWest is not flying to SLC. And we are already regularly doing charters to SLC.

Our **target market** for this air service is the **residents of Grand County**, who need to get to SLC for appointments, medical, business, meetings, etc. We are **also targeting business and government leaders** to easily travel between Moab and SLC, who want the convenience of back and forth in one day. **We are not targeting tourists** with this service, we feel that the tourists flying to Moab will be better served by Contour Air, with their **interline agreement** with American Airlines.

Having an easy way to book and fly between Moab and SLC is essential to **attracting investors,** investors who create economic growth, who invest capital and create jobs in Moab and Grand County. We strongly believe that our regularly scheduled air service between Moab and SLC will be a **driver for economic growth and diversification.**

Per the contract between DOT and SkyWest, SkyWest is required to maintain air service at CNY until Contour Air is up and running at CNY, which they expect will be around October 1. However, SkyWest has recently indicated that they may not be able to meet the requirements of this contract due to a pilot shortage, and instead may leave CNY when their contract expires on June 30th. If that happens, Redtail will be prepared to immediately begin to market our SLC air service, and plan a first flight to SLC in early July. **We would be happy to work with the EDD committee, and the travel council and how best to market this air service.**

Thank you – are there any questions?

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

BY AND BETWEEN

GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT

AND

REDTAIL JET CENTER, LLC

FOR

LOT 96 (South Portion)
HANGAR "B" and Office Structure

Airport Property Lease and License Agreement

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AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Property Lease and License Agreement ("Agreement") is made and entered into this 20th day of JUNE, 2023 ("Effective Date") by and between GRAND COUNTY, a Utah political subdivision whose address is 125 East Center St. Moab, UT, 84532 ("County"), and REDTAIL JET CENTER, LLC, a Utah limited liability company whose address is P.O. BOX 1004, MOAB, UT 84532 ("Tenant"). Tenant as used herein shall include its members, managers, officers, directors, employees, and subcontractors.

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation;

B. The Tenant desires to rent hangar space for the purposes of a full-service fixed base operator; and

C. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES
    a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises, as shown on Exhibit A, attached hereto:
        i. **LOT 96 (HANGAR "B")**: The southern portion of Lot 96, a 70' x 90' lot bearing Hangar B, comprised of approximately 6,300 square feet, , and including a 20' x 60' (1,200 square foot) office structure that is attached to the north side of Hangar B, for a total of 7,500 square feet.
    b. Effect on Operating Agreement. This Agreement is in addition to the Tenant's Operating Agreement with the County. The Operating Agreement does not permit use of the Leased Premises described herein, and this Agreement does not grant to Operator the right to operate as an FBO (Fixed Base Operator) at the Airport. Further, in the event Redtail's designation as FSO (Full Service Operator) or its FSO Operating Agreement with the County terminates for any reason, this Agreement shall also terminate.
    c. As-Is Condition: No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON

BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT, NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM
    a. This Agreement shall remain in effect for the term of the FSO Operating Agreement with Grand County (24 years), effective as of April 4, 2023.

3. AGREEMENT RENEWAL
    a. Optional agreement renewal terms were removed, so that this lease would align and coincide with the FSO Operating Agreement.

4. RENT
    a. <u>Rent.</u>
        i. <u>Base Rent.</u> Tenant shall pay to the County during the first year of the Initial Term Base Rent of Twenty-Six Thousand One Hundred dollars ($26,100.00) PER YEAR ("Rent") OR Two Thousand One Hundred Seventy-Five dollars ($2,175.00) PER MONTH based on the published Lease Rate as of the date of this Agreement, subject to Section 4(d), which Rent is calculated as follows:
            1. LOT 96 (Hangar "B" and office structure) is Twenty-Nine Cents ($0.29) per square foot PER MONTH pursuant to the County's Fee Ordinance (7,500 sq. ft. x $0.29 = $2,175 per month). Square footage does not include expansion (see Exhibit A).
        ii. <u>Property Replacement Insurance</u>. Tenant shall pay to the County as Additional Rent the actual cost to insure Hangar B against all risks of loss to the Hangar and any Improvements located on or within the Leased Premises, but not Tenant's fixtures or equipment, at full replacement cost with no coinsurance limits maintained. During the first year of the Initial Term, this cost shall be $689.76 per year for Hangar B. The County may increase this Additional Rent as the actual cost of property replacement insurance increases upon notice and proof by the County to Tenant.
    b. <u>Payments.</u> Rent shall be paid monthly in advance unless Tenant exercises its right to pay annually in advance. Rent shall be prorated in the month this Agreement commences for any partial tenancy, as applicable. All payments due by Tenant to County under this Agreement shall be remitted to:
    County Clerk, 125 East Center, Moab, Utah 84532.
    c. <u>Delinquent Payments.</u> Without waiving any other right of action available to County, if Tenant fails to pay any installment of monthly or annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any

payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").

d. Rental Adjustments:
    i. The Rent payable under this Agreement is subject to annual adjustment on January 1 and shall increase by two-percent (2%) each year thereafter calculated by multiplying the base rate by two percent each year and at which a new base rate would be established each consecutive year.
    ii. On each five-year anniversary of the Agreement, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year Fee Ordinance.
    iii. In no case shall Rent be calculated per square foot lower than the Lease Rate established in the County Fee Ordinance.

5. HOLDING OVER
    a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.
    b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.
    c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.
    d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
    e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. USES AND PRIVILEGES OF TENANT
    a. Premises Use. Tenant shall use the Premises solely for the construction, operation, repair, storage and maintenance of a private aircraft hangar or other similar structure intended and used for:
        i. Storing active aircraft;
        ii. Sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
        iii. Storage of aircraft for the operation of a licensed business;
        iv. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
        v. Storing aircraft handling equipment (i.e. tow bar, tow equipment, work benches, tools, and materials);
        vi. Storing materials related to an aeronautical activity (i.e. balloon and skydiving equipment, office equipment, teaching materials and tools, items used for incidental uses);
        vii. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Premises;

viii. The operation of an aviation or aeronautical related business;
ix. Parking a vehicle on the Premises in areas where aircraft are usually stored.

b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
   i. Use as a residence;
   ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car and motorcycle storage, storage of inventory, and non-aeronautical business office space);
   iii. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
   iv. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
   v. Storage of household items that could be stored in commercial storage facilities;
   vi. Long-term storage of derelict aircraft;
   vii. Storage of items or activities prohibited by local, state or federal laws;
   viii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials; or
   ix. Storage of inventory or equipment supporting functions unrelated to aeronautical use.

c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from the County.
   i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
   ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the

Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:

   i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;

   ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;

   iii. Prior arrangement for necessary inspections related to compliance;

      1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

7. MINIMUM STANDARDS AND RULES AND REGULATIONS

   a. Compliance. Tenant shall, throughout the duration of this Agreement, comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County. Tenant's failure to comply shall constitute a default of this Agreement.

   b. Violation. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.

   c. Conflict. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations shall control. In the event of conflict between this Lease and the Tenant's Operating Agreement with the County, the Operating Agreement shall control.

8. INSPECTION

   a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.

   b. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

c. <u>County Inspection.</u> The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which case no notice need be given.

9. IMPROVEMENTS

a. "Improvements" as used in this Agreement shall include any alterations or improvements to the Leased Premises, which may include doors, windows, or structural elements, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant.

b. Tenant accepts the Leased Premises in as-is condition. Tenant, at its expense, shall have the right following the County's written consent to make Improvements to the Leased Premises as Tenant may deem desirable provided such Improvements are made in a workmanlike manner and utilizing good quality materials.

c. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.

d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.

e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.

    i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.

    ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.

    iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.

    i. <u>Tenant agrees to complete Form FAA 7460-1 Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.</u>

ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.

g. Failure of Tenant to complete the construction Improvements within a reasonable period not to exceed nine (9) months after having commenced construction, Tenant shall, at its sole cost and expense, if requested in writing by the County, cause such incomplete improvements to be removed from the Premises.

h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, and/or bond at 125% from a surety company acceptable to County, or other security acceptable to County (the "Deposit").
   i. The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the Improvements and remove the same.
   ii. County will be entitled to apply the Deposit to such costs of removal.
   iii. The Tenant deposit shall not be released until construction of the improvements are complete.

i. During the Term of this Agreement, the County shall own all Improvements.

10. FINANCING

a. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.

b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.

c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.

d. In the event the holder of the Security seeks foreclosure on the financed interest, the County shall recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure; (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure; and (iii) pledges to be bound by this Agreement in writing.

e. Nothing herein shall permit a lender, creditor, or any purchaser at a foreclosure sale to remove any improvements from the Premises.

11. TAXES AND LICENSES

a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").

b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

12. REPAIR AND MAINTENANCE

a. Tenant shall be responsible for all interior repairs and maintenance of the Leased Premises, including plumbing, wiring, and mechanical systems, and snow removal, but County shall be responsible for structural elements such as the roof, outside walls, and exterior doors including garage doors.
b. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
c. Tenant agrees to maintain the Leased Premises and its Improvements adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport.
d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
e. Unsightly materials not being used or creating a hazard shall be discarded or removed.
f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant. The County will provide an invoice to the Tenant within 30 days of completion of work, for all sums so expended by the County, together with twenty percent (20%) of cost for administration. Tenant will pay the invoice within 30 days of receiving it.

13. SNOW REMOVAL

a. County agrees to use reasonable efforts to maintain aircraft movement areas, emergency routes, and aircraft parking areas clear of snow and within ten (10') feet of any leased structure.

14. FIXTURES

a. Subject to Section 9, Tenant may install, place and erect upon the Premises any fixtures, equipment, or other personal property related to use of the Leased Premises.

b. Tenant shall own fixtures, equipment and personal property, whether or not affixed or attached to the Premises.
    i. Tenant shall, at its own expense, repair any and all damage done to the structure by removal of fixtures.
    ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

15. SIGNS
    a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
        i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
    b. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
    c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

16. FIRE EXTINGUISHERS
    a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.
    b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

17. UTILITIES
    a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
    b. County assumes no responsibility for such utilities.
    c. County will provide a utility easement for service lines to the Premises in a location acceptable to County.
    d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

18. INDEMNIFICATION
    a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons,

loss of life or damage to property occurring on the Premises or arising from their operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).

b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.

c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

19. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of other which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.

b. Tenant agrees to carry and keep in force applicable insurance coverage of each policy or policies, as follows:

   i. **Commercial General Liability Insurance:** including property damage, bodily injury and personal injury with limits not less than:

      1. $2,000,000 per occurrence;
      2. $4,000,000 aggregate.

c. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.

d. Each insurance policy must include Grand County as additional insured.

e. Tenant shall provide County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph simultaneously with execution of this Agreement, annually in January of each year, and within 5 days of request by the County, which certificates shall be attached hereto as ***Exhibit B***.

   i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.

   ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

   iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium of the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

f. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
g. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement.
h. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

20. DAMAGE OR DESTRUCTION
 a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, the County shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within six (6) months; provided, however, that should such damage or destruction (a) exceed $250,000.00; (b) result from a cause not covered under standard extended coverage insurance; or (c) requires a restoration period exceeding six (6) months, to be determined by the County, the County or the Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to the other Party, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
 b. If County elects to terminate the Lease as provided above, Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
 c. If this Lease is not terminated, it shall continue and Tenant shall be entitled to an abatement of rent until the County restores the Premises.

21. OBLIGATIONS OF COUNTY
 a. Clear Title.
   i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
 b. Operation as a Public Airport.
   i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

c. Approval of Plans.
    i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
d. Maintenance of Airport.
    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
    iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport.
    iv. If Tenant damages any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

22. RELOCATION OF PREMISES
    a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement at the County's cost.
    b. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises.
    c. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the

Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure, whichever comes first.

d. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.
e. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.
    i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

23. DEFAULT
    a. The following shall constitute a material default and breach of this Agreement by the Tenant:
        i. Failure to Pay Rent / Amounts Due.
            1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the terms, conditions or other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be a material default and breach of this Agreement.
        ii. Abandonment of Premises.
            1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be a material default and breach of this Agreement.
        iii. Provides Materially False Information.
            1. If the County determines that Tenant, or an agent of Tenant, falsifies any report furnished to the County pursuant to the terms of this Agreement, and upon expiration of the time for administrative appeal of the final decision, the false reporting shall be a material default and breach of this Agreement.
        iv. Bankruptcy or Insolvency.
            1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be a material default and breach of this Agreement.

a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.

b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.

1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be a material default and breach of this Agreement.

vi. Conviction of a crime related to Tenant’s operations or property.

1. Tenant’s conviction of a crime related to its operations or property shall be considered a material default and breach of this Agreement, including but not limited to a conviction for failing to abide by a federal order, including the federal mask mandate.

vii. Failure to Comply with Minimum Standards and Rules and Regulations.

1. Failure to comply with the County’s Minimum Standards or Rules and Regulations, which failure shall be established as provided therein, shall be a material default and breach of this Agreement.

viii. Failure to Comply with Insurance Requirements.

1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be a material default and breach of this Agreement.

ix. Other Agreement Provisions.

1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be a material default and breach of this Agreement.

b. Termination. In the event of any such material default and breach of this Agreement, the County may unilaterally, immediately terminate this Agreement upon written notice to Tenant, at which time Tenant shall immediately vacate the Premises and remove all personal property, including any aircraft, from the Premises. Tenant shall be obligated to pay all unpaid rental obligations and fees due hereunder.

c. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant’s material default and breach of this Agreement, County may avail itself of the following remedies, which are cumulative and not exclusive, and may assess civil fines against Tenant as established in Section 3.06.270 of the Grand County Consolidated Fee Ordinance, as amended:

i. Right of Surrender.

1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, the County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

ii. Right to Re-Enter.

1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.

iii. Right to Relet Premises.

1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.
3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

d. Damages.

i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month, or 21% per annum until paid.

24. COSTS AND ATTORNEYS' FEES

a. The Parties agree that in the event of default, the defaulting Party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in the Moab District Court.

25. CANCELLATION BY TENANT

a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:

i. The permanent abandonment of general aviation at the Airport;

ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;

iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport;

iv. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

b. Tenant may exercise such right of termination by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

26. QUIET ENJOYMENT.

a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement.

27. PUBLIC RECORDS

a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

28. PERSONNEL AND GUESTS

a. It is expressly understood the operations of the Tenant, its personnel and invitees shall be conducted in an orderly manner and so as not to annoy or be offensive to others at the Airport, and the County shall have the right to complain to Tenant as to the demeanor, conduct, and appearance of Tenant's personnel and guests, whereupon Tenant will ensure removal or remedy the complaint.
b. It is further expressly understood the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

29. NON-DISCRIMINATION

a. Tenant agrees for owners, managers, directors, supervisors, personal representatives, successors in interest and assigns, as part of the consideration hereof, not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Operator's use of the Premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

30. SPONSOR'S ASSURANCES

a. This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

31. RIGHT OF FLIGHT
    a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

32. NOTICE AND PLACE FOR PAYMENT OF FEES
    a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

       REDTAIL JET CENTER
       Attn: JOHN RAMSEY
       PO BOX 1004
       MOAB, UT 84532
       Phone: 435-259-7421
       E-mail: JOHN@FLYREDTAIL.COM

        i. Or at any other such place as Tenant may designate to County in writing.

    b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

       Grand County Clerk/Auditor
       125 East Center St
       Moab, Utah 84532

        i. Or at any other such place the County may designate to Tenant in writing.

    c. Fees shall be paid to the County at the address set forth in this Agreement.
    d. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with:
        i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
        ii. a photo static copy of the deed or other instrument by which such interest passed.

33. COMPLIANCE WITH LAWS
    a. Tenant shall comply with all local state, and federal laws applicable to Tenant, its operations, or its property at all times during the term of this Agreement. Tenant

specifically agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.

b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. In the event Tenant, or its members, managers, officers, directors, or staff, are convicted of a crime related to its operations or property, the County may unilaterally, immediately terminate this Agreement upon written notice of the same in which event Tenant shall immediately vacate the Premises.
d. Tenant further agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from the County, the County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by the County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be canceled.

34. EVENT OF WAR OR NATIONAL EMERGENCY
    a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

35. ASSIGNMENT AND SUBLETTING
    a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

36. PARAGRAPH HEADINGS.
    a. Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

37. APPROVAL OR CONSENT BY COUNTY.
    a. Where consent or approval is required (except where clearly stated otherwise), such consent or approval shall not be unreasonably withheld by the County.

38. AMENDMENTS.

a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

39. SEVERABILITY.

a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

40. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
e. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
f. This Agreement has been made in and shall be construed in accordance with the laws of the State of Utah.
g. All rights and obligations of the Parties under this Agreement shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the hands of the Parties:

REDTAIL JET CENTER
P.O. BOX 1004
Moab, UT 84532

JOHN RAMSEY, President Date

GRAND COUNTY, UTAH
CANYONLANDS REGIONAL AIRPORT
110 W. Aviation Way
Moab, UT 84532

Jacques Hadler, Chair, Grand County Commission Date

ATTEST:

Gabriel Woytek, County Clerk/Auditor Date

EXHIBIT A

PREMISES

Description:

LOT 96 (HANGAR "B") as depicted in the attached diagram consisting of 70' x 90' = 6,300 sq. ft. plus a 20' x 60' (1,200 square foot) office structure; Total square footage is 7,500 square feet. This is without extension (Blue area). If extension gets built, a separate lease will be entered for the extension area.

ATTACH MAP OF LEASE AREA

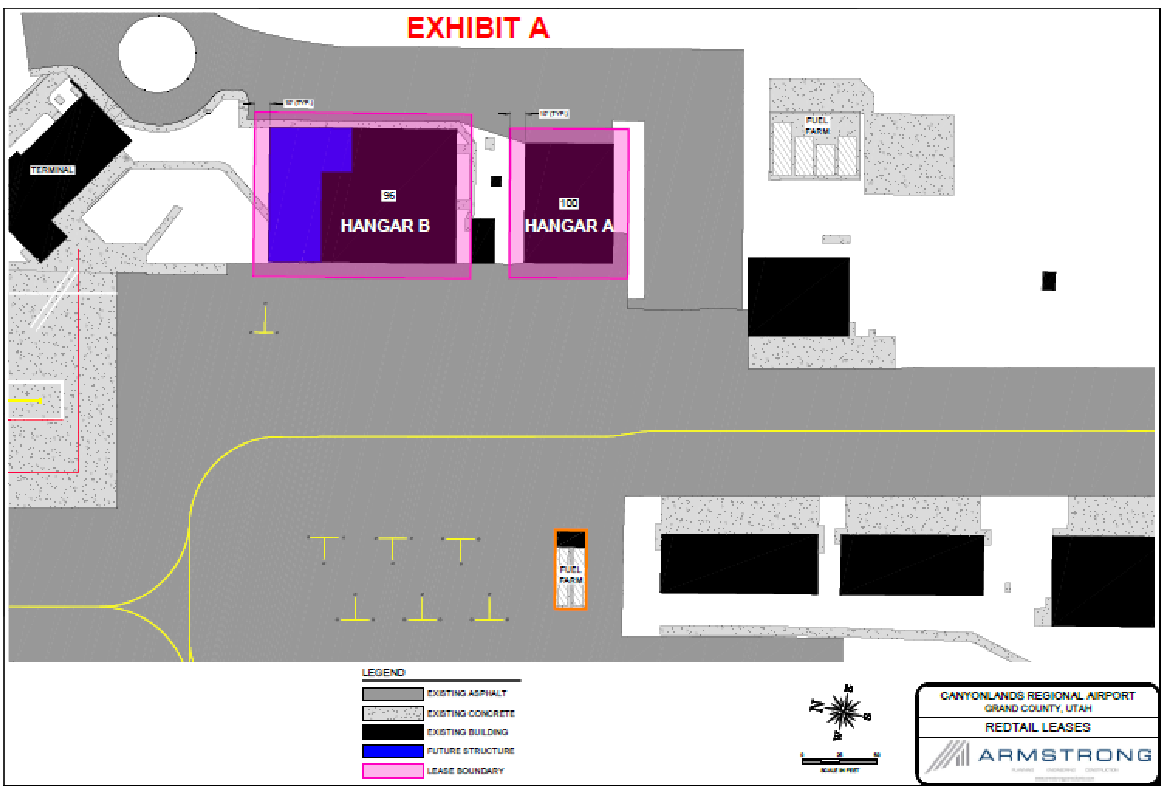

EXHIBIT B

CERTIFICATE OF INSURANCE

DocuSign Envelope ID: 5C1BB205-6581-4536-B5FA-578AC5D5F748

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UTI 84098	CONTACT NAME: Rod Ritter PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214 E-MAIL ADDRESS: rritter@velocityins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Redtail Air, Inc and Pinnacle Helicopters, LLC	INSURER A: Endurance American Ins. Co.	
P.O. Box 1004	INSURER B: through W. Brown and Assoc.	
121 East 100 So., Ste 108	INSURER C:	
Moab UT 84532	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Aviation General **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR [x] Aviation General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			NAF6051259	12/5/2022	12/5/2023	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Aviation General Liability extends to all premises necessary and incidental tothe Aviation Operations of the Named Insured

On-Premises Auto Liability extended - per policy endorsement

CERTIFICATE HOLDER	CANCELLATION
Grand County 125 East Center Moab, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rodney Ritter/JODEE

COMMENTS/REMARKS

ADDITIONAL INSURED
The Certificate Holder shall be included as an Additional Insured (s) for Airport Premises Liability, but only for liability arising out of the operations of the Named Insured.

Liability extended to Mobile Equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment with your permission; as per policy wording.

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

Workers Compensation and Employers Liability Insurance Policy

NCCI Co Number: **19933** | INFORMATION PAGE | Policy Number: **3446472**

1. INSURED/MAILING ADDRESS:
ARROW WEST AVIATION INC
121 E 100 S Ste 108
Moab, UT 84532-2661
(435) 820-6007

Entity Type: **Corporation**
Renewal of Policy No: **3446472**

F.E.I.N.	870618479
NCCI Risk Id	430027662
UT Unemployment Id	000000

Other workplaces not shown above: See Schedule WC 200 A
Other named insured (if applicable):

2. POLICY PERIOD: From 11/26/2022 to 11/26/2023 at 12:01am at the Insured's mailing address

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here:

UT

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	**$1,000,000**	**Each Accident**
Bodily Injury by Disease	**$1,000,000**	**Policy Limit**
Bodily Injury by Disease	**$1,000,000**	**Each Employee**

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

None

D. This policy includes these endorsements and schedules:
See Schedule WC 200 C

4. PREMIUM:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
		See Schedule WC 200 D		
			Expense Constant Total Estimated Annual Cost:	**$200.00** **$27,116.00**

Minimum Premium: **$800.00 Utah**
Deposit Premium:

If indicated below, interim adjustments of premium shall be made:
____ Semi-annually; ____Quarterly; ____Monthly

PRODUCER:
WASATCH-LEAVITT INSURANCE AGENCY INC
1443 W 800 N #202
OREM, UT 84057
(801) 224-2044

Countersigned By

WC000001A

Issue Date: 11/22/2022 | Issuing Office: Sandy, Utah

Workers Compensation and Employers Liability Insurance Policy

SCHEDULE OF OTHER WORKPLACES

Name of Insured: **ARROW WEST AVIATION INC**
Name of Insurer: **WCF Mutual Insurance Company**
Policy Number: **3446472**
Policy Period: **11/26/2022 at 12:01am to 11/26/2023 at 12:01am**

Name/Address	Fein	#Employees
ARROW WEST AVIATION INC 94 AVIATION WY MOAB, UT 84532	870618479	0
ARROW WEST AVIATION INC 3095 E AIRPORT ROAD PRICE, UT 84501	870618479	12

WC 200A

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT
BY AND BETWEEN

GRAND COUNTY, UTAH
CANYONLANDS REGIONAL AIRPORT

AND

REDTAIL JET CENTER, LLC

FOR

CONSTRUCTION OF A NEW FBO (FIXED BASE OPERATOR)
BUILDING & GROUNDS
IN THE NORTHERN PORTION OF LOT 96

Airport Property Lease and License Agreement
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AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this 20th day of June, 2023 by and between GRAND COUNTY, a Utah political subdivision ("County"), at 125 East Center St., Moab, UT, 84532, and REDTAIL JET CENTER, LLC ("Tenant"), at 121 East 100 South, Moab, UT 84532, collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

B. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES
   a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
      i. The square footage of an eighty-five foot by ninety foot (85' x 90') lot or space having 7,650 square feet of space minus a twenty foot by sixty foot (20' x 60'), or 1,200 square foot area which Redtail's office hut currently occupies, thereby equaling a total of 6,450 square feet, hereinafter "Space," located on the northern portion of a tract of land, Lot 96, at the Airport, which leased space being more particularly described in Exhibit A, which is attached hereto.
   b. Effect on Operating Agreement. This Agreement is in addition to the Tenant's Operating Agreement with the County. The Operating Agreement does not permit use of the Leased Premises described herein, and this Agreement does not grant to Operator the right to operate as an FBO (Fixed Base Operator) at the Airport. Further, in the event Redtail's designation as FSO (Full Service Operator) or its FSO Operating Agreement with the County terminates for any reason, this Agreement shall also terminate.
   c. As-Is Condition: No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY

BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT, NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM

a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 20th day of June, 2023 (hereinafter the "Effective Date") and ending on the 19th day of June, 2053.

b. This Term is dependent on the stipulation that if, in the future, the Airport designates a different FBO than Redtail Jet Center, Redtail Jet Center must sell the FBO building to the successor company, and transfer or assign this ground lease to the successor at that time.

3. AGREEMENT RENEWAL

a. Optional agreement renewal terms were removed, so that this lease would align and coincide with Redtail's FSO Operating Agreement.

4. RENT / FEES

a. <u>Rent.</u> Tenant agrees to pay County the Base Rate of one thousand six hundred twelve dollars & fifty cents ($1,612.50) as established in the County Fee Ordinance, calculated currently as twenty-five cents ($0.25) per square foot (6,450) per year ("Rent").

   i. Rent shall be paid in advance, and may be paid annually or in monthly installments.

   ii. If paid annually, Rent shall be paid on January 2 of each year or within 30 days of invoice by the County.

   iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.

b. <u>Place of Payment.</u> All payments due by Tenant to County under this Agreement shall be remitted to:

   i. <u>**County Clerk, 125 East Center St., Moab, Utah 84532**</u>.

c. <u>Delinquent Payments.</u> Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").

d. <u>Rental Adjustments:</u>

   i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").

ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

e. Fees. In the event that Redtail collects a facility fee from patrons who use their FBO Building, Redtail shall pay to County ten percent (10%) of the amount they collect each month. This shall be due and payable in arrears on the first calendar day of each month, and shall be considered late if not received by the County Clerk's office by the 20th calendar day of each month.

5. HOLDING OVER

a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all federal, state and local laws applicable to month-to-month tenancy shall govern.

b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.

c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.

d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.

e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. EXPIRATION / TERMINATION

a. In the event that Redtail Jet Center, LLC, ceases to continue serving as the FBO (Fixed Base Operator), ownership of the FBO building and improvements will pass to the successor FBO. If there is no successor FBO, or there is a gap of time between operating FBO's, ownership of the FBO building and improvements shall revert to the County for that period of time. In this event, all tenant improvements shall be surrendered to the County in good condition (which Tenant is required to maintain under this agreement), reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

b. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.

c. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

d. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation ("RFP") for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

7. USES AND PRIVILEGES OF TENANT

a. Premises Use. Tenant shall use the Premises solely for the construction, operation, repair, and maintenance of a public FBO building intended and used for:
   i. Flight planning;
   ii. Pilots' Lounge with shower provided;
   iii. Instruction;
   iv. Indoor and Outdoor break areas;
   v. Redtail Offices;
   vi. Guest and Customer services;
   vii. Kitchen;
   viii. The operation of an aviation or aeronautical related business;

b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
   i. Use as a residence;
   ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car rentals, car and motorcycle storage, and non-aeronautical business office space);
   iii. Storage of household items that could be stored in commercial storage facilities;
   iv. Long-term storage of derelict aircraft and parts;
   v. Storage of items or activities prohibited by local, state or federal laws;
   vi. Inappropriate and illegal storage of fuel and other dangerous hazardous materials;

c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
   i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
   ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon Airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement, and in accordance with:

    i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;

    ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;

    iii. Prior arrangement for necessary inspections related to compliance.

        1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises, and must provide a key or entry instructions to the Airport Director.

8. MINIMUM STANDARDS AND RULES AND REGULATIONS

a. Compliance. Tenant, throughout the duration of this Agreement, shall comply with the Airport Minimum Standards and Rules and Regulations as approved and amended by the County.

b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of the latter two documents shall control.

9. INSPECTION

a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.

b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.

c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

d. County Inspection. The County shall have the right to inspect the Leased Premises during regular business hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which case no notice need be given.

10. IMPROVEMENTS

a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structures, walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant.

b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.

c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.

d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenant's operations thereon.

e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.

    i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.

    ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.

    iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility for such shall at all times remain with Tenant.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.

i. <u>Tenant agrees to complete Form FAA 7460-1Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.</u>

ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.

g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements within a reasonable period of time after commencing construction (not to exceed 18 months from the date tenant commences construction), Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, the County shall require the Tenant to provide to the County a security deposit, letter of credit, or bond from a surety company, acceptable to the County, in an amount sufficient to cover the costs and expenses of removing the Improvements from the Premises. The Tenant's deposit shall not be released until construction of the Improvements are complete.

i. Construction of the FBO Building will be solely at the Tenant's cost.

j. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

11. FINANCING

a. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.

i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC (Uniform Commercial Code) financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.

b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.

c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.

12. TAXES AND LICENSES

a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant’s operations or use of the Premises at the Airport (hereinafter called "Impositions").

b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

13. REPAIR AND MAINTENANCE

a. Tenant shall not permit rubbish, debris, waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
b. Tenant agrees to maintain the Leased Premises and its Improvements including the hangar and other structures in a way that will reflect positively on the overall appearance of the Airport.
c. <u>County shall not be required to repair or maintain the Leased Premises in any way.</u> Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.
d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
e. Unsightly materials not being used or creating a hazard shall be discarded or removed.
f. Tenant shall be responsible for weed removal on the Premises.
g. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work at the expense of Tenant.
    i. All sums so expended by the County, together with twenty percent (20%) of cost for administration, shall be paid by Tenant to County on demand.

14. SNOW REMOVAL

a. County agrees to use reasonable efforts to maintain aircraft movement areas and emergency routes, and to keep aircraft parking areas clear of snow to within ten feet (10’) of any leased lot or structure.

15. ALTERATIONS AND ADDITIONS

a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County.

c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
    i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
    ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
d. All alterations, additions, installations, placement, erections or changes shall be subject to the requirements of Section 10 (Improvements).

16. SIGNS

a. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
b. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

17. FIRE EXTINGUISHERS

a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.
b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

18. UTILITIES

a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
b. County assumes no responsibility for such utilities.
c. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.
d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of Lot 96 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

19. INDEMNIFICATION

a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from Tenant's operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants, contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).

b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.

c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

20. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.

b. County shall not be required to carry insurance on any of Tenant’s property or to replace, in whole or in any part, Tenant’s property, including Tenant Improvements.

c. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage of each policy or policies, as follows:

   i. **Commercial General Liability**: For property damage, bodily injury and personal injury:

      1. $1,000,000 per occurrence and $2,000,000 annual aggregate;

   ii. **Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant’s airside operations, if any:

      1. $1,000,000 per occurrence with no limits;

   iii. **Workers Compensation Insurance:** For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a waiver from the State of Utah;

   iv. **Property Insurance**: against all risks of loss to any Tenant Improvements, including any building or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained.

d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.

e. Each insurance policy must include Grand County as additional insured.

f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant’s compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.

i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.

ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying Grand County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, customers, guests, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

21. DAMAGE OR DESTRUCTION

a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.

b. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.
e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction or abatement of rent.

22. OBLIGATIONS OF COUNTY

a. Clear Title.
    i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
b. Operation as a Public Airport.
    i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
c. Approval of Plans.
    i. In the review and approval of Tenant’s plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
d. Maintenance of Airport.
    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.

iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without the Airport.

iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

23. RELOCATION OF PREMISES

a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.

b. At the time of such relocation, and in the County's sole discretion, the County shall either:

i. purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises; or

ii. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks.

c. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.

i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

24. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:

i. Failure to Pay Rent / Amounts Due.

1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for

more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.

ii. Abandonment of Premises.

1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.

iii. Provides Materially False Information.

1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.

iv. Bankruptcy or Insolvency.

1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.

a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.

b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.

1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.

vi. Failure to Comply with Insurance Requirements.

1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.

vii. Other Agreement Provisions.

1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.

b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant’s material default and breach of this Agreement, Tenant may avail itself of the following remedies which are cumulative and not exclusive:

i. Right of Surrender.

1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.

2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

ii. Right to Re-Enter.

1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, from the Premises.

iii. Right to Relet Premises.

1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.

2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid rent hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

25. COSTS AND ATTORNEY'S FEES; VENUE
  a. The Parties agree that in the event of default, the defaulting Party agrees to pay all reasonable costs and attorney's fees and expenses to enforce this Lease. In any action commenced hereunder concerning the provisions of this Lease, venue shall be in the Moab District Court.

26. CANCELLATION BY TENANT
  a. This Agreement shall be subject to voluntary cancellation by Tenant after the happening of one or more of the following events:
     i. The permanent abandonment of the Airport for commercial aviation;
     ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
     iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
  b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

27. QUIET ENJOYMENT
  a. County covenants with Tenant that upon performing the County's obligations herein provided, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement, subject to the Airport Minimum Standards and Rules and Regulations.

28. PUBLIC RECORDS

a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

29. NON-DISCRIMINATION

a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:

i. The Tenant, as 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 gender, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.

ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

b. Affirmative Action.

i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment.

c. Human Rights Law.

i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

d. Enforcement.

i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.

e. Subordination to Authority Government Commitments.

i. This Agreement is subordinate to the provisions of any Agreements between County and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification.

30. RIGHT OF FLIGHT

a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in that airspace such noises as may be inherent to the operation of aircraft used for flight in the air; and that County reserves the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

31. NOTICE AND PLACE FOR PAYMENT OF FEES

a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Redtail Jet Center, LLC
121 E. 100 S., Suite 108
Moab, UT 84532
Phone: 435-259-7421
randy@flyredtail.com; john@flyredtail.com

i. Or at any other place as Tenant may designate to the County in writing.

b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerk/Auditor
125 East Center St.
Moab, Utah 84532

With a Copy To:
Airport Director
P.O. Box 404
Moab, Utah 84532

County Attorney
125 East Center St.
Moab, Utah 84532

i. Or at any other place as County may designate to Tenant in writing.

c. No successor to County's interest shall be entitled to receive fee payments until Tenant shall have been furnished with:
   i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
   ii. a photocopy of the deed or other instrument by which such interest passed.

32. COMPLIANCE WITH LAWS

a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. Tenant agrees that if it fails to correct violations of any Airport Rules and Regulations, Airport Minimum Standards, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with an added twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be canceled.
d. Tenant shall further conduct all of its activities in an orderly manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to advise Tenant as to the demeanor, conduct, and appearance of Tenant’s personnel and invitees, whereupon Tenant will ensure removal or remedy the complaint. It is further expressly understood that the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

33. EVENT OF WAR OR NATIONAL EMERGENCY

a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

34. ASSIGNMENT AND SUBLETTING

a. Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

35. AMENDMENTS.

a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

36. SEVERABILITY.

a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

37. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Tenant or others, within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
e. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
f. The Airport reserves all rights to itself which are not expressly granted herein to Tenant.
g. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
h. “Tenant” as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, contractors, directors, officers, agents, members, and shareholders, and Tenant

shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties:

REDTAIL JET CENTER, LLC, Tenant

SIGNED BY:____
John Ramsey, Owner DATE

GRAND COUNTY

BY:

SIGNED: ____
Jacques Hadler, Grand County Commission Chair DATE

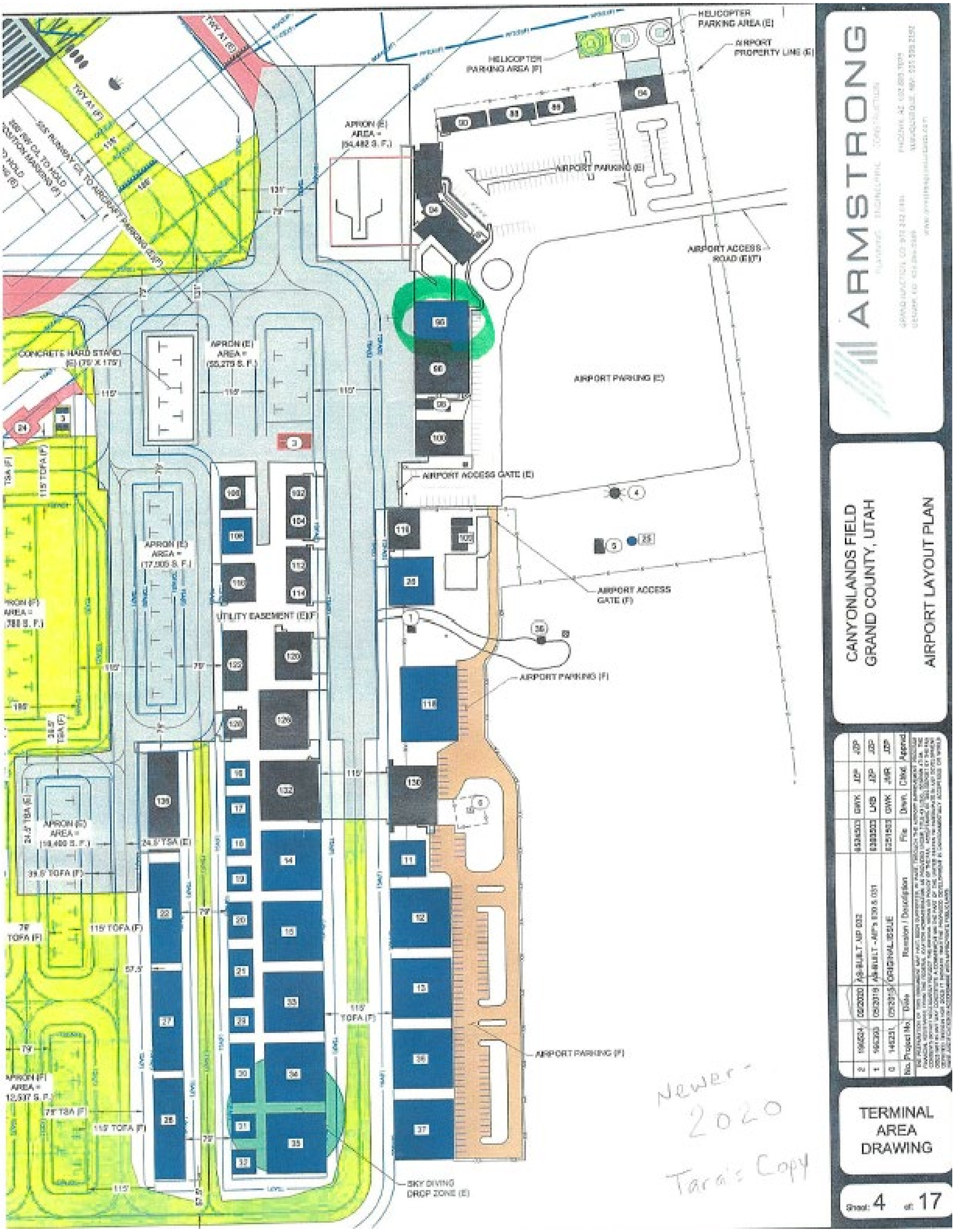
ATTEST: ____
Gabriel Woytek, County Clerk DATE

EXHIBIT A

PREMISES

Description:
LOT 96 (northern portion) as depicted in the attached diagrams consisting of 85 feet x 90 feet (7,650 square feet), minus an area of 20 feet x 60 feet (1,200 square feet) which Redtail's office hut currently occupies, thereby equaling a total of 6,450square feet.

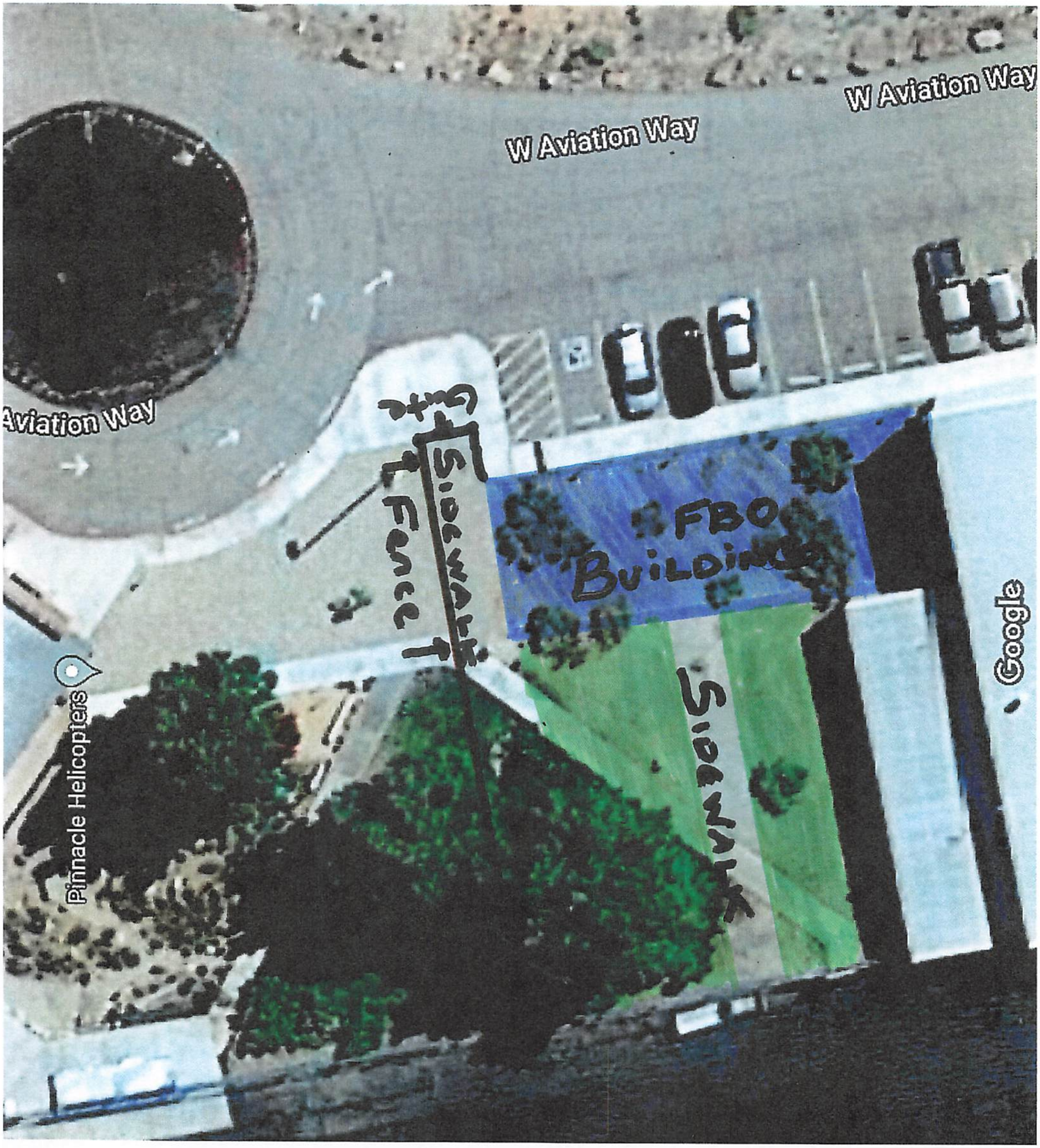
The new FBO building is currently planned to occupy an area of 5,000 square feet, with the remaining square feet to be landscaped / improved grounds.

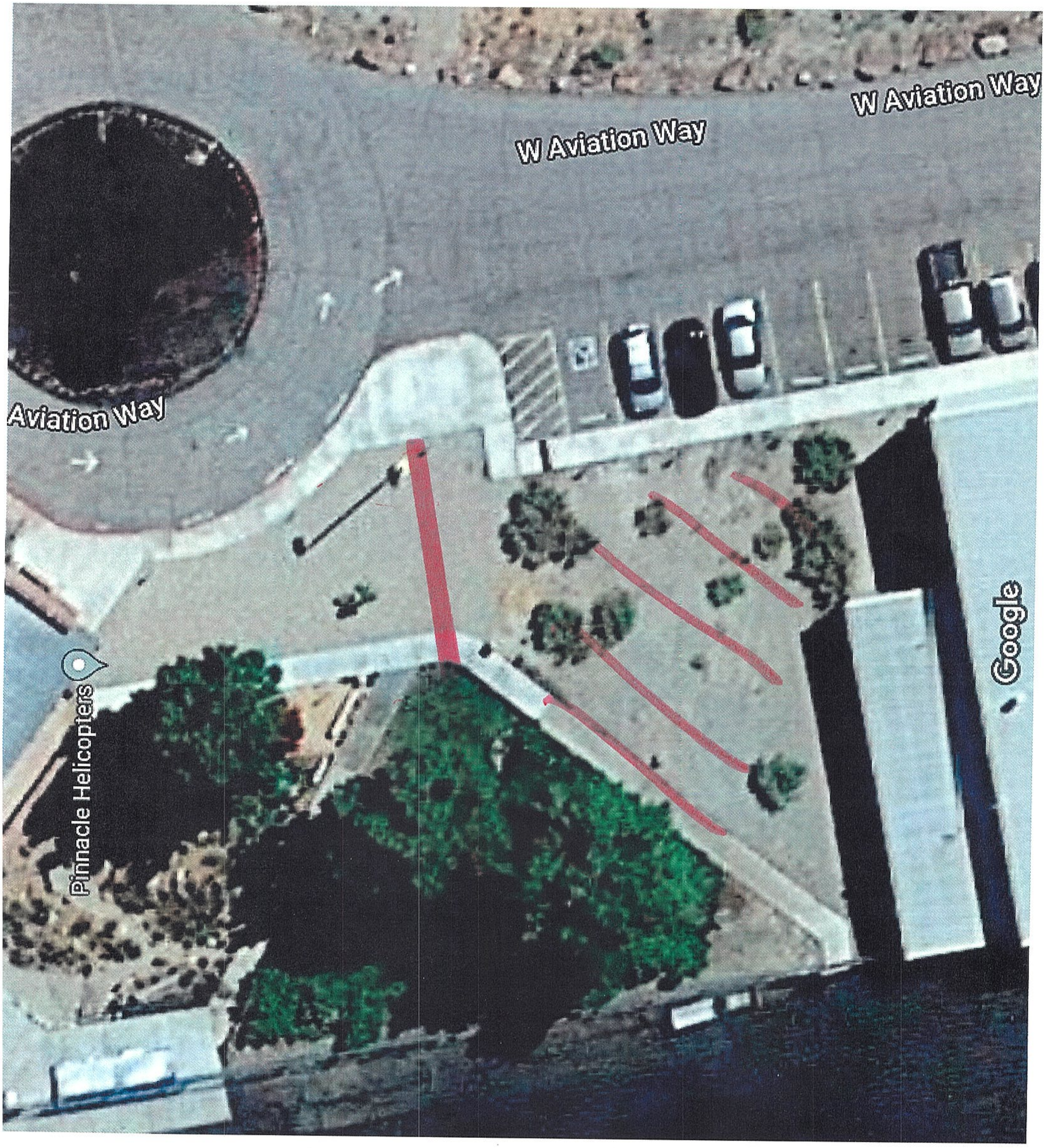


HELICOPTER PARKING AREA (E)
AIRPORT PROPERTY LINE (E)
HELICOPTER PARKING AREA (F)
APRON (E) AREA = (54,482 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS ROAD (E)(F)
CONCRETE HARD STAND (E) (75' X 175')
APRON (E) AREA = (55,275 S. F.)
AIRPORT ACCESS GATE (E)
APRON (E) AREA = (17,505 S. F.)
UTILITY EASEMENT (E)(F)
AIRPORT ACCESS GATE (F)
AIRPORT PARKING (F)
SKY DIVING DROP ZONE (E)
Newer - 2020
Tara's Copy
ARMSTRONG
CANYONLANDS FIELD
GRAND COUNTY, UTAH
AIRPORT LAYOUT PLAN
TERMINAL AREA DRAWING
Sheet: 4 of 17

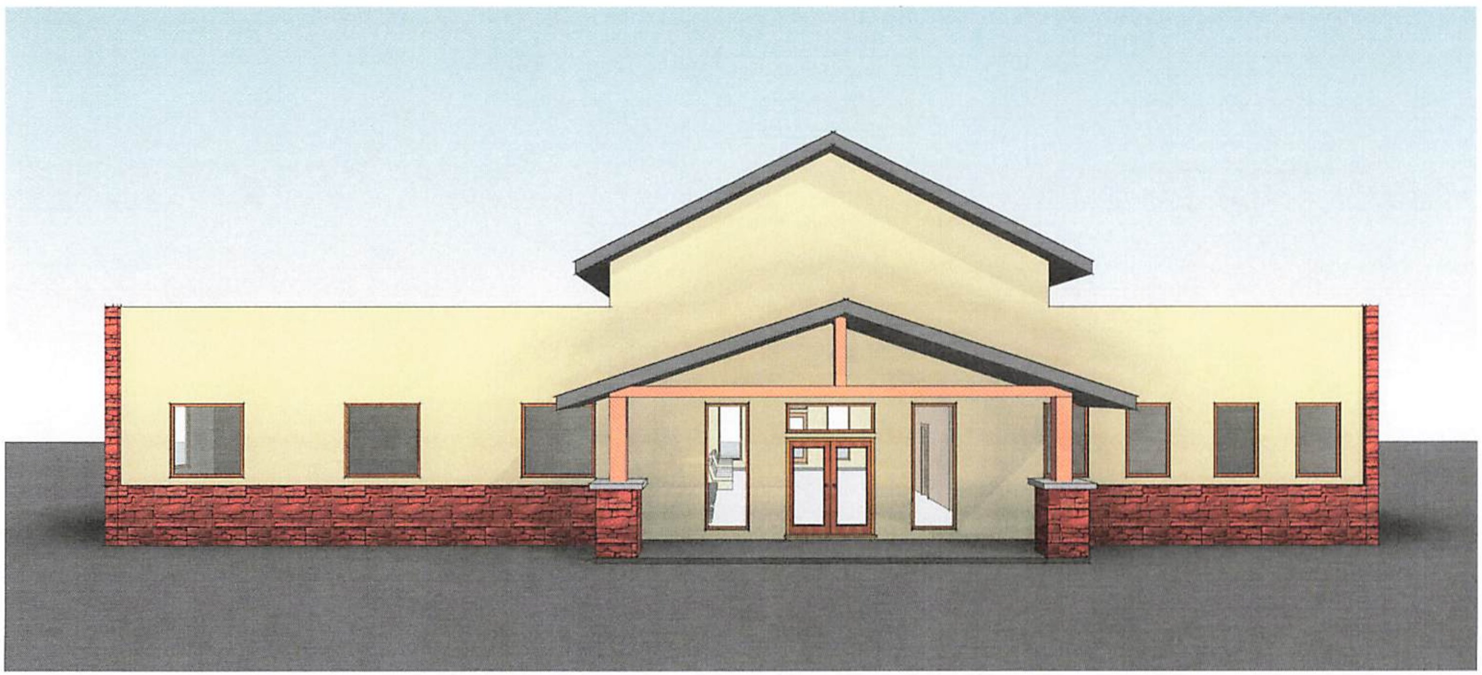
EXHIBIT B

SITE PLANS


W Aviation Way
W Aviation Way
Aviation Way
Gate
Sidewalk
Fence
FBO
Building
Sidewalk
Pinnacle Helicopters
Google


W Aviation Way
W Aviation Way
Aviation Way
Pinnacle Helicopters
Google

↑ Ramp



DMJ STUDIOS

REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

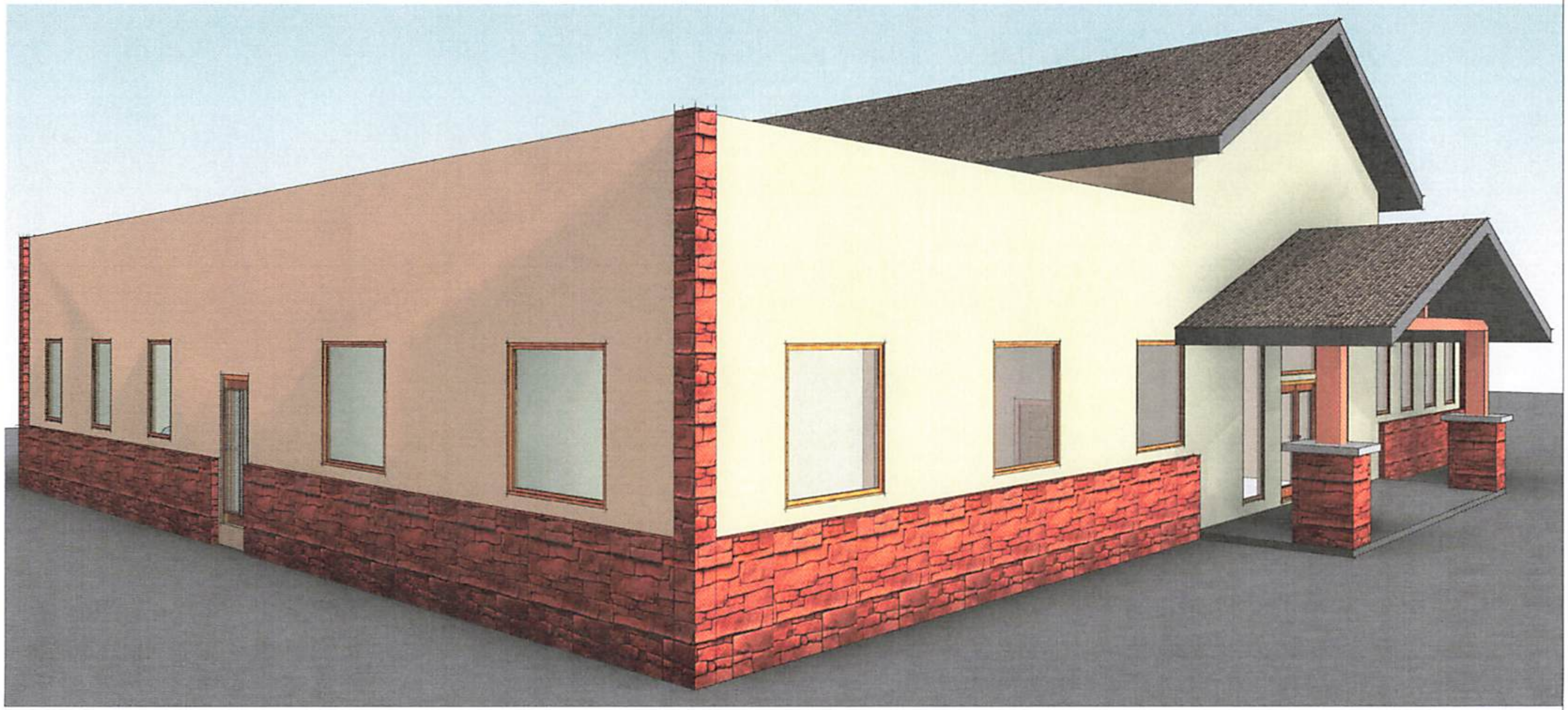
PROJECT ADDRESS:
94 W Aviation Way,
Moab,
UT 84532

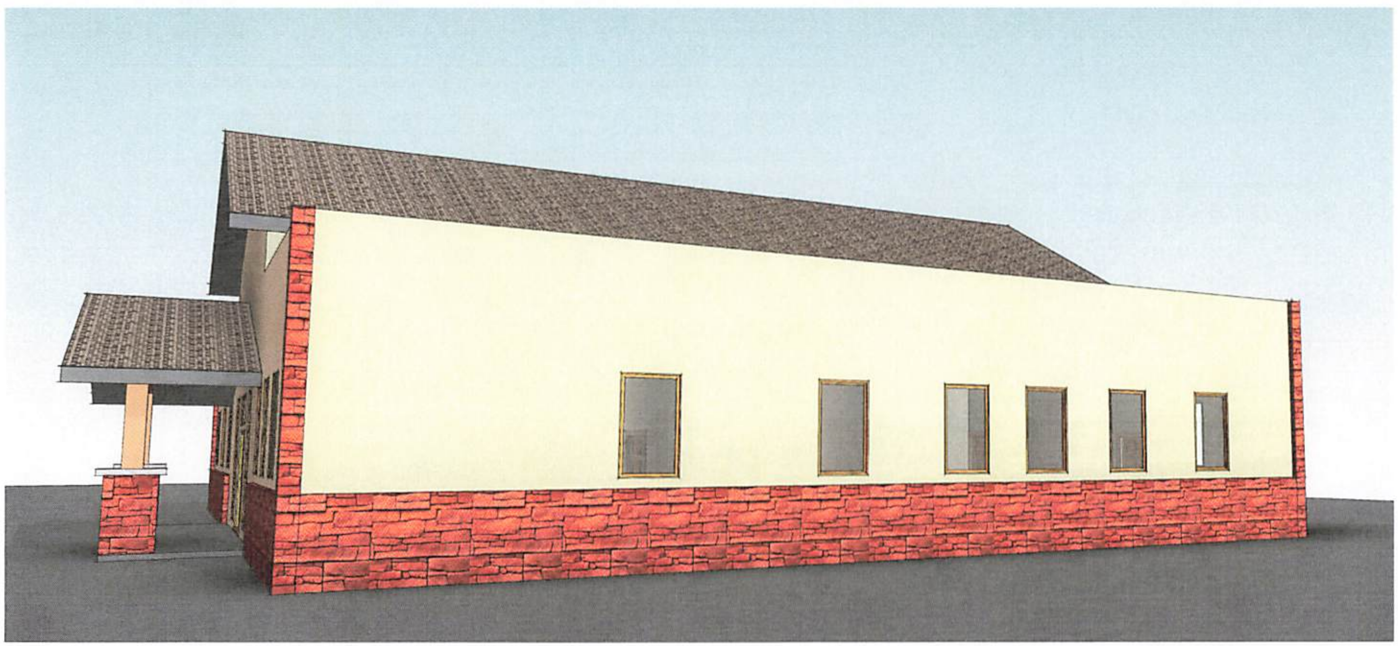
3D

Project number	001
Date	FEBRUARY, 2022
Drawn by	STEPHEN
Checked by	STEPHEN

A105

Scale





REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

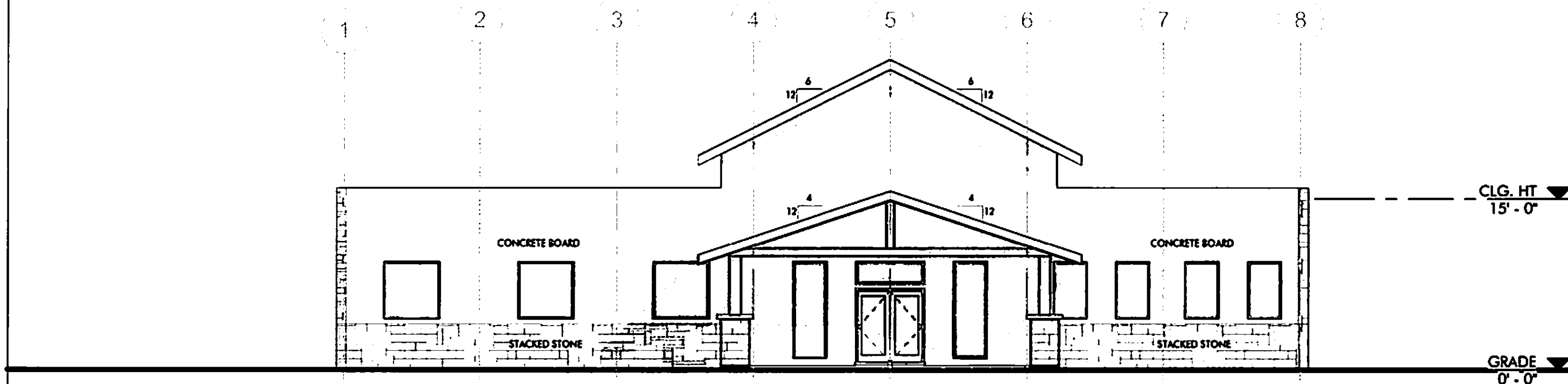
PROJECT ADDRESS:
94 W Aviation Way,
Moab,
UT 84532

3D

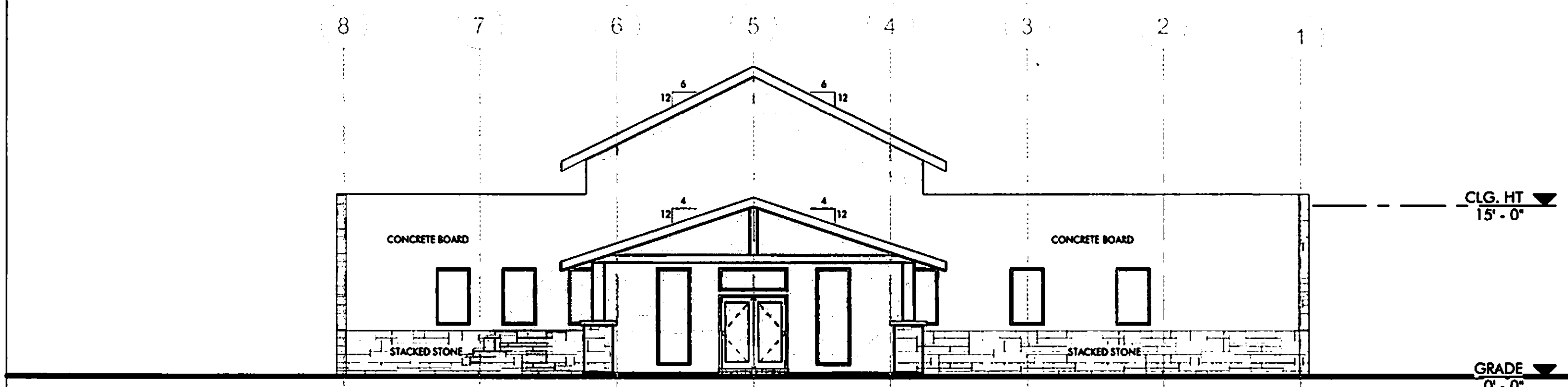
Project number	001
Date	FEBRUARY, 2022
Drawn by	STEPHEN
Checked by	STEPHEN

A106

Scale



① FRONT ELEVATION
1/8" = 1'-0"



② REAR ELEVATION
1/8" = 1'-0"

DMJ STUDIOS

REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

PROJECT ADDRESS:

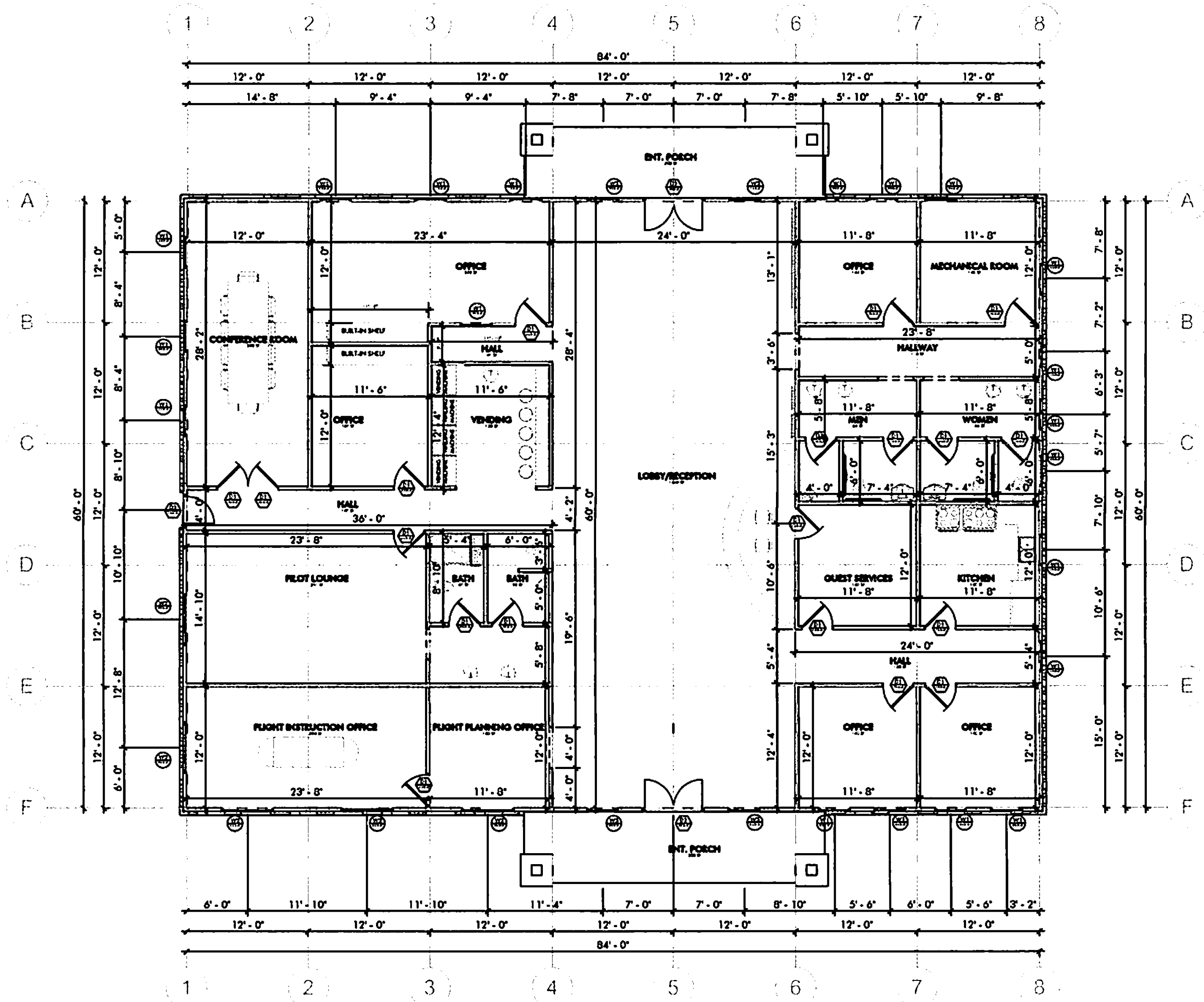
94 W Aviation Way,
Moab,
UT 84532

FRONT & REAR ELEVATIONS

Project number	001
Date	FEBRUARY, 2022
Drawn by	STEPHEN
Checked by	STEPHEN

A103

Scale	1/8" = 1'-0"



① PROPOSED FLOOR PLAN
1/8" = 1'-0"

REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

PROJECT ADDRESS:

94 W Aviation Way,
Moab,
UT 84532

PROPOSED LAYOUT

Project number	001
Date	FEBRUARY, 2022
Drawn by	STEPHEN
Checked by	STEPHEN

A101

Scale	1/8" = 1'-0"

EXHIBIT C

CERTIFICATES OF INSURANCE (COI)

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UTI 84098	CONTACT NAME: Rod Ritter PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214 E-MAIL ADDRESS: rritter@velocityins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Endurance American Ins. Co.
INSURED Redtail Air, Inc and Pinnacle Helicopters, LLC P.O. Box 1004 121 East 100 So., Ste 108 Moab UT 84532	INSURER B : through W. Brown and Assoc. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 Aviation General **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR x Aviation General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NAF6051259	12/5/2022	12/5/2023	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Aviation General Liability extends to all premises necessary and incidental tothe Aviation Operations of the Named Insured

On-Premises Auto Liability extended - per policy endorsement

CERTIFICATE HOLDER

Grand County
125 East Center
Moab, UT 84532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rodney Ritter/JODEE

COMMENTS/REMARKS

ADDITIONAL INSURED
The Certificate Holder shall be included as an Additional Insured (s) for Airport Premises Liability, but only for liability arising out of the operations of the Named Insured.

Liability extended to Mobile Equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment with your permission; as per policy wording.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Velocity Insurance Group, LLC
6300 Sagewood Dr., Ste H503

Park City UT 84098

CONTACT NAME: Rod Ritter
PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214
E-MAIL ADDRESS: rritter@velocityins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Endurance American Ins. Co.	
INSURER B: through W. Brown and Assoc.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Redtail Air, Inc. Pinnacle Helicopters, LLC
P.O. Box 1004
121 East 100 So, Suite 108
Moab UT 84532

COVERAGES CERTIFICATE NUMBER: 22-23 Aircraft Liability REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$
A	Aircraft Liability			NAC6051252	12/5/2022	12/5/2023	*See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE PAGE 2 FOR AIRCRAFT SCHEDULE

CERTIFICATE HOLDER

Grand County
125 East Center Street
Moab, UT 84532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rodney Ritter/JODEE

COMMENTS/REMARKS

AIRCRAFT AS SCHEDULED IN THE POLICY for FULL FLIGHT:

As respects to Quest Kodiak Aircraft Liability Limits: $3,000,000 CSL Bodily Injury and Property Damage limited to $300,000. per person

As respects to Cessna 207's and Airvan Aircraft Liability Limits: $2,000,000. CSL Bodily Injury and Property Damage limited to $300,000. per person.

As respects to Cessna 172 Aircraft Liability Limits: $1,000,000 CSL Bodily Injury & Property Damage limited to $200,000. per person

As respects to the Robinson R44 Aircraft Liability Limits: $2,000,000 CSL Bodily Injury & Property Damage limited to $100,000. per person

ADDITIONAL INSURED

The Certificate Holder shall be included as an Additional Insured (s) for Aircraft Liability, but only for liability arising out of the operations of the Named Insured.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UT 84098	**CONTACT NAME:** Kathie Hill **PHONE (A/C, No, Ext):** (877) 226-7333 **FAX (A/C, No):** (435) 487-1214 **E-MAIL ADDRESS:** khill@velocityins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Insurance Company	23809
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Redtail Air, Inc.
P.O. Box 1004
Moab UT 84532

COVERAGES **CERTIFICATE NUMBER:** 22/23 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		02-CA-084607161-8	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is Additional Insured as respects Business Auto Liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Grand County 125 East Center Moab UT 84532	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

Workers Compensation and Employers Liability Insurance Policy

NCCI Co Number: **19933** | INFORMATION PAGE | Policy Number: **3446472**

1. INSURED/MAILING ADDRESS:
ARROW WEST AVIATION INC
121 E 100 S Ste 108
Moab, UT 84532-2661
(435) 820-6007

Other workplaces not shown above: See Schedule WC 200 A
Other named insured (if applicable):

Entity Type: **Corporation**
Renewal of Policy No: **3446472**

F.E.I.N.	870618479
NCCI Risk Id	430027662
UT Unemployment Id	000000

2. POLICY PERIOD: From 11/26/2022 to 11/26/2023 at 12:01am at the Insured's mailing address

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here:

UT

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	**$1,000,000**	**Each Accident**
Bodily Injury by Disease	**$1,000,000**	**Policy Limit**
Bodily Injury by Disease	**$1,000,000**	**Each Employee**

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

None

D. This policy includes these endorsements and schedules:
See Schedule WC 200 C

4. PREMIUM:
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
See Schedule WC 200 D				
			Expense Constant Total Estimated Annual Cost:	**$200.00** **$27,116.00**

Minimum Premium: **$800.00 Utah**
Deposit Premium:

If indicated below, interim adjustments of premium shall be made:
____ Semi-annually; ____Quarterly; ____Monthly

PRODUCER:
WASATCH-LEAVITT INSURANCE AGENCY INC
1443 W 800 N #202
OREM, UT 84057
(801) 224-2044

Countersigned By

WC000001A

Issue Date: 11/22/2022 | Issuing Office: Sandy, Utah

SCHEDULE OF OTHER WORKPLACES

Name of Insured: **ARROW WEST AVIATION INC**
Name of Insurer: **WCF Mutual Insurance Company**
Policy Number: **3446472**
Policy Period: **11/26/2022 at 12:01am** to **11/26/2023 at 12:01am**

Name/Address	Fein	#Employees
ARROW WEST AVIATION INC 94 AVIATION WY MOAB, UT 84532	870618479	0
ARROW WEST AVIATION INC 3095 E AIRPORT ROAD PRICE, UT 84501	870618479	12

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT BY AND BETWEEN GRAND COUNTY UTAH CANYONLANDS REGIONAL AIRPORT AND ALLEN G. RYDMAN & NATHAN D. RYDMAN FOR LOT 16

Airport Property Lease and License Agreement
Table of Contents

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this 16th day of May, 2023 by and between GRAND COUNTY, a Utah political subdivision ("County") at 125 East Center St., Moab, UT, 84532, and Allen G. Rydman and Nathan D. Rydman ("Tenant") collectively referred to hereinafter as the "Parties" and individually as a "Party".

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

B. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES
    a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
        i. The square footage of a 70 foot by 40 foot (70' x 40') lot or space having approximately 2,800 total square feet of space, hereinafter "Space," located on a tract of land at the Airport, which leased Space being more particularly described in Exhibit A, which is attached hereto.
    b. As-Is Condition: No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT, NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM
    a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 16th day of May, 2023 (hereinafter the "Effective Date") and ending on the 15th day of May, 2053.

3. AGREEMENT RENEWAL
    a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement, renew this Agreement (hereinafter referred to as "Renewal Term") for up to four (4) separate five-year (5-year) intervals. This Lease may not be renewed for more than four 5-year Renewal Terms.
    b. Tenant will provide a written request to the County not less than sixty (60) days prior to the expiration of the Agreement or Renewal Term for each additional term of five (5) years.
    c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
    d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
    e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(c) and (d).

4. RENT
    a. <u>Rent.</u> Tenant agrees to pay County during Year 1 of the Initial Term the Base Rate of seven hundred dollars ($700.00) ("Rent") as established in the County Fee Ordinance, calculated as twenty-five cents ($0.25) per square foot (2,800 sq. ft.) per year.
        i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
        ii. If paid annually, Year 1 Rent shall be paid in advance, prorated from the Effective Date through December 31, and all other Rent shall be paid annually on January 2 of each year or within 30 days of invoice by the County.
        iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
    b. <u>Place of Payment.</u> All payments, which must be in the form of a check, due by Tenant to County under this Agreement, shall be remitted to:
        i. **<u>County Clerk, 125 East Center St., Moab, Utah 84532</u>**.

c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").

d. Rental Adjustments:
   i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").
   ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

5. HOLDING OVER
   a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.
   b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.
   c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.
   d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
   e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. EXPIRATION / TERMINATION
   a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion).
   b. If Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to County in the condition in which Tenant is required to

maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
d. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
e. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

7. COUNTY RIGHT OF FIRST REFUSAL
   a. If, at any time during the term of this Agreement, Tenant shall, in response to a bona fide offer from a third party to purchase all or part of any Tenant Improvement, desires to sell or otherwise dispose of such interest, it shall notify County in writing of the offer and provide a copy of said offer. County shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such interest at the price and on the same terms. If County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to County promptly thereafter at such price and on such terms. If County elects not to purchase such interest or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.
   b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than sixty (60) days prior to expiration or termination of this Agreement.
   c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

8. USES AND PRIVILEGES OF TENANT
    a. Premises Use. Tenant shall use the Premises solely for the construction, operation, repair, storage and maintenance of a private aircraft hangar or other similar structure intended and used for:
        i. Storing active aircraft;
        ii. Sheltering aircraft for maintenance, repair, or refurbishment but not indefinitely storing non-operational aircraft;
        iii. Storage of aircraft for the operation of a licensed business;
        iv. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
        v. Storing aircraft handling equipment (i.e. tow bar, tow equipment, work benches, tools, and materials);
        vi. Storing materials related to an aeronautical activity (i.e. balloon and skydiving equipment, office equipment, teaching materials and tools, items used for incidental uses);
        vii. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Premises;
        viii. The operation of an aviation or aeronautical related business;
        ix. Parking a vehicle on the Premises in areas where aircraft are usually stored.
    b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
        i. Use as a residence;
        ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car and motorcycle storage, storage of inventory, and non-aeronautical business office space);
        iii. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
        iv. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
        v. Storage of household items that could be stored in commercial storage facilities;
        vi. Long-term storage of derelict aircraft and parts;
        vii. Storage of items or activities prohibited by local, state or federal laws;
        viii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials;
        ix. Storage of inventory or equipment supporting functions unrelated to the aeronautical use.

c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
    i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
    ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:
    i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
    ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
    iii. Prior arrangement for necessary inspections related to compliance.
        1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

    iv. Tenant shall inform each subtenant of the County's right to enter the premises, as outlined in i.-iii. above.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

9. MINIMUM STANDARDS AND RULES AND REGULATIONS

a. Compliance. Tenant represents throughout the duration of this Agreement that they have read and will comply with the Airport Minimum Standards and Rules and Regulations, which can be found on the Grand County website on the Airport page, and as approved or amended by the County.

b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of the latter two documents shall control.

10. INSPECTION

a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.

b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.

c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

11. IMPROVEMENTS

a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structure, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar.

b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.

c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.

d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.

e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.
    i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.
    ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.
    iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.
f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
    i. Tenant agrees to complete Form FAA 7460-1Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
    ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.
g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements within a reasonable period of time after commencing construction (not to exceed 18 months from the date tenant commences construction), Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.
h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of Tenant's plans as set forth above, the County may require the Tenant to deposit a cash escrow with the County in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises.

i. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

12. FINANCING

a. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.
    i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC (Uniform Commercial Code) financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.
b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.
c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.
d. In the event the holder of the Security seeks foreclosure on the financed interest, the County shall recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure; (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure; and (iii) pledges to be bound by this Agreement in writing.
e. Nothing herein shall permit a lender, creditor, or any purchaser at a foreclosure sale to remove any improvements from the Premises.

13. TAXES AND LICENSES

a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property. Tenant must maintain all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, for Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, reasonable attorney's fees, claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

14. REPAIR AND MAINTENANCE

a. Tenant shall not permit rubbish, debris, waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
b. Tenant agrees to maintain the Leased Premises and its Improvements adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport.
c. <u>County shall not be required to repair or maintain the Leased Premises in any way.</u> Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.
d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
e. Unsightly materials, as defined by the County, not being used or creating a hazard shall be discarded or removed.
f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.
    i. All sums so expended by the County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

15. SNOW REMOVAL

a. County agrees to use reasonable efforts to maintain aircraft movement areas and emergency routes, and to keep aircraft parking areas clear of snow to within ten (10') feet of any leased lot or structure.

16. ALTERATIONS AND ADDITIONS

a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County.
c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.

i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

d. All alterations, additions, installations, placement, erections, or changes shall be subject to the requirements of Section 11 (Improvements).

17. SIGNS

a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
    i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
b. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

18. FIRE EXTINGUISHERS

a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.
b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

19. UTILITIES

a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
b. County assumes no responsibility for such utilities.
c. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.
d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of Lot 16 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

20. INDEMNIFICATION

a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from Tenant's operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants, contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).

b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.

c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

21. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.

b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.

c. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage of each policy or policies, as follows:

   i. **Commercial General Liability / Aviation Liability**: For property damage, bodily injury and personal injury.

      1. $2,000,000 per occurrence and $4,000,000 annual aggregate;

   ii. **Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in Tenant's airside operations, if any.

      1. $1,000,000 per occurrence with no limits

iii. **Ground Hangar Keepers Liability:** For damage to or destruction of aircraft while in or on the Leased Premises, which policy shall be effective on the date Tenant receives its Certificate of Occupancy from the County.
   1. $1,000,000 each aircraft and;
   2. $1,000,000 for each occurrence;
   3. With a maximum deductible of $10,000 each and every loss;

iv. **Workers Compensation Insurance:** For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a waiver from the State of Utah.

v. **Pollution Liability for Commercial Operators:**
   1. $1,000,000 for each occurrence.

vi. **Property Insurance**: against all risks of loss to any Tenant Improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained.

d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.

e. <u>Each insurance policy must include Grand County as additional insured.</u>

f. <u>Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.</u>

   i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.

   ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

   iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lightning and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

22. DAMAGE OR DESTRUCTION

a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.

b. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.

c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.

d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.

e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

23. OBLIGATIONS OF COUNTY

a. Clear Title.

    i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.

b. Operation as Public Airport.

    i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

c. Approval of Plans.

    i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

d. Maintenance of Airport.

    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.

    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.

    iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without the Airport.

    iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

24. RELOCATION OF PREMISES

a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.
b. At the time of such relocation, and in the County's sole discretion, the County shall either:
    i. purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises; or
    ii. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to the terminal, airplanes, motor vehicles and pedestrians to and from structures, runways, taxiways, and from adjacent streets and sidewalks.
c. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.
    i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

25. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:
    i. Failure to Pay Rent / Amounts Due.
        1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.
    ii. Abandonment of Premises.

1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.

iii. Provides Materially False Information.

1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.

iv. Bankruptcy or Insolvency.

1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
    a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
    b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.

1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.

vi. Failure to Comply with Insurance Requirements.

1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.

vii. Other Agreement Provisions.

1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to

comply shall be considered a material default and breach of this Agreement.

b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, Tenant and County may avail itself of the following remedies which are cumulative and not exclusive:
    i. Right of Surrender.
        1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
        2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
    ii. Right to Re-Enter.
        1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
    iii. Right to Relet Premises.
        1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
        2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid rent hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

26. COSTS AND ATTORNEY'S FEES, VENUE

a. The Parties agree that in the event of default, the defaulting Party agrees to pay all reasonable costs and attorney's fees and expenses to enforce this Lease. In any action commenced hereunder concerning the provisions of this Lease, venue shall be in the Moab District Court.

27. CANCELLATION BY TENANT

a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:

i. The permanent abandonment of the Airport for general aviation;
ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

28. QUIET ENJOYMENT

a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement subject to the Airport Minimum Standards and Rules and Regulations.

29. PUBLIC RECORDS

a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

30. NON-DISCRIMINATION

a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:
    i. The Tenant, as 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 subject to discrimination in the construction of any improvements on, over or under the Premises.
    ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
    iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of

the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

b. Nondiscrimination Regarding USDOT Programs.
    i. Tenant, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations as amended.
c. Affirmative Action.
    i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
d. Human Rights Law.
    i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
e. Enforcement.
    i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
f. Agreement Preserves Compliance.
    i. This Agreement shall be interpreted to preserve Tenant's rights and powers to comply with Federal and other governmental obligations.

31. SUBORDINATION TO AUTHORITY GOVERNMENT COMMITMENTS

a. This Agreement is subordinate to the provisions of any existing or future Agreements between County and the United States Government or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such regulated modification.

32. RIGHT OF FLIGHT

a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

33. NOTICE AND PLACE FOR PAYMENT OF FEES

a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

   Allen G. Rydman
   P.O. Box 4
   Duchesne, UT 84021
   Phone: 801-391-4416
   E-mail: agrydman@gmail.com

   Nathan D. Rydman
   160 S. 200 E.
   Moab, UT 84532
   Phone:
   Email: naterydman@gmail.com

   i. Or at any other such place as Tenant may designate to the County in writing.

b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

   Grand County Clerk/Auditor
   125 East Center St.
   Moab, Utah 84532

With a Copy To:
Airport Director
P.O. Box 404
Moab, Utah 84532

County Attorney
125 East Center St.
Moab, Utah 84532

i. Or at any other such place as County may designate to Tenant in writing.

c. Fees shall be paid to the County at the address set forth in this Agreement.
d. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with:
    i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
    ii. a photo static copy of the deed or other instrument by which such interest passed.

34. COMPLIANCE WITH LAWS

a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Airport Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. Tenant agrees that if it fails to correct violations of any such Airport Rules and Regulations, Airport Minimum Standards, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.
d. Tenant shall further conduct all of its activities in an orderly manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to advise Tenant as to the demeanor, conduct, and

appearance of Tenant's personnel and invitees, whereupon Tenant will ensure removal or remedy the complaint. It is further expressly understood that the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

35. EVENT OF WAR OR NATIONAL EMERGENCY

a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

36. ASSIGNMENT / TRANSFER

a. The Tenant shall not assign, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

37. AMENDMENTS

a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

38. SEVERABILITY

a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

39. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
f. The Airport reserves all rights to itself which are not expressly granted herein to Tenant.
g. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
h. "Tenant" as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, contractors, directors, officers, agents, members, and shareholders, and Tenant shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties:

SIGNED: ____

Allen G. Rydman DATE

SIGNED: ____

Nathan D. Rydman DATE

SIGNED: ____

Jacques Hadler, Grand County Commission Chair DATE

ATTEST: ____

Gabriel Woytek, County Clerk DATE

EXHIBIT A
PREMISES

Description:

LOT #16 as depicted in the attached diagram, consisting of 70’ x 40’, equaling 2,800 sq. ft.

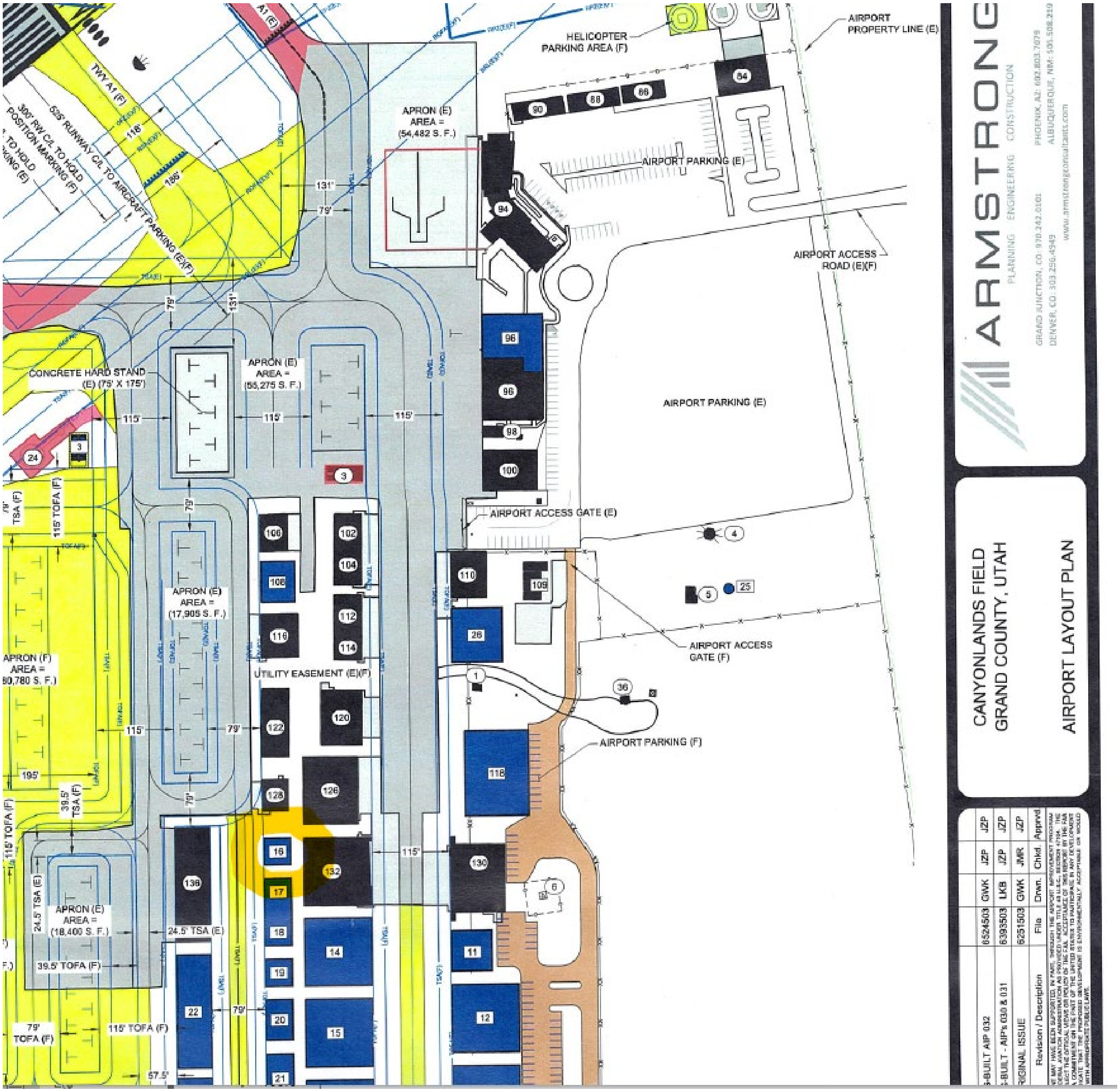

AIRPORT PROPERTY LINE (E)
HELICOPTER PARKING AREA (F)
APRON (E) AREA = (54,482 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS ROAD (E)(F)
CONCRETE HARD STAND (E) (75' X 175')
APRON (E) AREA = (55,275 S. F.)
AIRPORT ACCESS GATE (E)
APRON (E) AREA = (17,905 S. F.)
APRON (F) AREA = 80,780 S. F.)
UTILITY EASEMENT (E)(F)
AIRPORT ACCESS GATE (F)
AIRPORT PARKING (F)
APRON (E) AREA = (18,400 S. F.)
24.5' TSA (E)
39.5' TOFA (F)
115' TOFA (F)
79' TOFA (F)
TWY A1 (F)
525' RUNWAY C/L TO AIRCRAFT PARKING (E)(F)
300' RW C/L TO HOLD POSITION MARKING (F)
ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION
GRAND JUNCTION, CO: 970.242.0101
DENVER, CO: 303.256.4949
PHOENIX, AZ: 602.803.7079
ALBUQUERQUE, NM: 505.508.2192
www.armstrongconsultants.com
CANYONLANDS FIELD
GRAND COUNTY, UTAH
AIRPORT LAYOUT PLAN
Revision / Description
File
Drwn.
Chkd.
Apprvd.

EXHIBIT B
APPROVED AIRCRAFT

(Additional forms as necessary for number of aircraft)

Tenant hereby certifies that the Aircraft hereon will be stored on the Premises and the Tenant will notify the County of any change in the status of Aircraft storage.

TENANT

____
Signature

___Nathan Rydman________________
Name

___160 South 200 East_______________
Address

___Moab, UT 84532________________
City / State / Zip

___435-259-7691_________________
Telephone

AIRCRAFT

AC NO: N58653____________

MAKE: __Cessna___________

MODEL: ___182 P__________

YEAR: ____1973___________

(Attach Copy of A/C Registration)

CANYONLANDS REGIONAL AIRPORT

____
Airport Director

EXHIBIT B, CONT.
APPROVED AIRCRAFT
(Additional forms as necessary for number of aircraft)

Tenant hereby certifies that the Aircraft hereon will be stored on the Premises and the Tenant will notify the County of any change in the status of Aircraft storage.

TENANT	**AIRCRAFT**
______________________________ Signature	AC NO: N164AR____________
___Allen Rydman________________ Name	MAKE: __Rydman – Van's___
___P.O. Box 4___________________ Address	MODEL: _____RV-6________
___Duchesne, UT 84021__________ City / State / Zip	YEAR: ______2007_________
___801-391-4416_________________ Telephone	(Attach Copy of A/C Registration)

CANYONLANDS REGIONAL AIRPORT

____
Airport Director

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

ATIONALITY AND EGISTRATION MARKS N 58653	AIRCRAFT SERIAL NO. 18262207

ANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
CESSNA 182P

AO Aircraft Address Code: 51707525

RYDMAN NATHAN D
160 S 200 E
MOAB UT 84532-2606

Individual

s certified that the above described aircraft has been entered on the register of the Federal ation Administration, United States of America, in accordance with the Convention on ernational Civil Aviation dated December 7, 1944, and with Title 49, United States Code, d regulations issued thereunder.

TE OF ISSUE September 4, 2018
PIRATION DATE September 30, 2024

ADMINISTRATOR – FAA

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

U.S. Department of Transportation
Federal Aviation Administration

orm 8050-3 (10/2019) Supersedes previous editions

(CUT ON DOTTED LINE)

U.S. Department of Transportation
Federal Aviation Administration

U.S. POSTAGE PITNEY B
ZIP 73169 $ 000.5
02 4W
0000375833 APR 21 2

Civil Aviation Registry
P.O. Box 25504
Oklahoma City, OK 73125-0504

Official Business
Penalty for Private Use $300

AC Form 8050-3 (10/2010) Supersedes previous edition 58653

TO: RYDMAN NATHAN D
160 S 200 E
MOAB UT 84532-2606

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT SERIAL NO.
N 164AR	24924

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
RYDMAN ALLEN G VANS RV-6

ICAO Aircraft Address Code: 50200232

ISSUED TO

RYDMAN ALLEN G
PO BOX 4
DUCHESNE UT 84021-0004

Individual

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

DATE OF ISSUE June 10, 2004
EXPIRATION DATE July 31, 2027

Billy Nolen
ACTING ADMINISTRATOR

U.S. Department of Transportation
Federal Aviation Administration

AC Form 8050-3 (10/2019) Supersedes previous editions

(CUT ON DOTTED LINE)

U.S. Department of Transportation
Federal Aviation Administration

US POSTAGE PITNEY BOWES
ZIP 73169 $ 000.60
02 4W
0000375832 MAR 06 2023

Civil Aviation Registry
P.O. Box 25504
Oklahoma City, OK 73125-0504

Official Business
Penalty for Private Use $300

AC Form 8050-3 (10/2010) Supersedes previous edition 164AR

TO: RYDMAN ALLEN G
PO BOX 4
DUCHESNE UT 84021-0004

EXHIBIT C
CERTIFICATE OF INSURANCE (COI)

27

Farmers

FARMERS PROPERTY AND CASUALTY INSURANCE COMPANY
COMPANY STATE OF DOMICILE: RHODE ISLAND
PERSONAL EXCESS LIABILITY POLICY INSURANCE DECLARATIONS

01/30/2023
ST 43

POLICY NUMBER: 4061322140 POLICY TERM: FROM 03/06/2023 TO 03/06/2024, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.	PAGE 1 OF 2 TRANSACTION TYPE: RENEWAL EFFECTIVE: 03/06/2023 BILL TO: INSURED
NAMED INSURED: SUSAN RYDMAN ALLEN RYDMAN PO BOX 4 DUCHESNE UT 84021	FOR SERVICE CALL: 800-438-6381 OR WRITE TO: FARMERS AUTO & HOME PO BOX 6060 SCRANTON, PA 18505 FOR CLAIMS, SEE CLAIMS DIRECTORY

COVERAGE DESCRIPTIONS	APPLICABLE LIMITS	ANNUAL PREMIUM
LIABILITY	$ 1,000,000	$ 253.00
	TOTAL ANNUAL PREMIUM	$ 253.00
INSURED'S RETAINED LIMIT $ 500	A SPECIAL GROUP RATE APPLIES	

YOUR POLICY HAS BEEN ISSUED AND RATED BASED ON THE FOLLOWING INFORMATION.
PLEASE NOTIFY US OF ANY CHANGES.

VEHICLES:

YEAR	MANUFACTURER	MODEL	BODY TYPE
2008	SUBARU	FORESTE	ST WAG
1997	MERCEDES-B	C280	4DR

RESIDENCES:

18245 W 1000 S DUCHESNE UT 84403

******************* HOUSEHOLD DRIVERS *******************

03/25/1942	SUSAN RYDMAN
12/12/1940	ALLEN RYDMAN

IF YOU HAVE A DRIVER IN YOUR HOUSEHOLD WHO IS NOT LISTED ABOVE, PLEASE NOTIFY US IMMEDIATELY.

FORMS AND ENDORSEMENTS: 7501-000(0698)

C100 M176 M190000300 M189 M180000300

Farmers Customer Service Department
Farmers Group Property and Casualty Insurance Company
Policy Number: A 406132214 0

May 12, 2023

CONFIRMATION OF AUTO INSURANCE

Why we're contacting you

Farmers Group Property and Casualty Insurance Company is pleased to provide confirmation of coverage effective 04/23/2023 for the following vehicle:

Named Insured:

SUSAN RYDMAN AND ALLEN RYDMAN
PO BOX 4
DUCHESNE UT 84021

Lienholder:

GRAND COUNTY UTAH
125 E CENTER ST
MOAB UT 84532

Vehicle Identification #:		JF1SG636X8H714860
Vehicle Description:		2008 SUBARU FORESTE
Collision Coverage:		No Coverage Applies
Comprehensive Coverage:		No Coverage Applies
Current Policy Period	From:	04/23/2023
	To:	10/23/2023

We're here to help

If you have further questions or need additional information, please call our Customer Service Department at (800) 438-6381.

Thank you.

Farmers
9797 Springboro Pike, Suite 300
Dayton OH 45448

GRAND COUNTY UTAH
125 E CENTER ST
MOAB UT 84532

Farmers Customer Service Department
Farmers Group Property and Casualty Insurance Company
Policy Number: A 406132214 0

May 12, 2023

CONFIRMATION OF AUTO INSURANCE

Why we're contacting you

Farmers Group Property and Casualty Insurance Company is pleased to provide confirmation of coverage effective 04/23/2023 for the following vehicle:

Named Insured:

SUSAN RYDMAN AND ALLEN RYDMAN
PO BOX 4
DUCHESNE UT 84021

Lienholder:

GRAND COUNTY UTAH
125 E CENTER ST
MOAB UT 84532

Vehicle Identification #:	WDBHA28E4VA512470
Vehicle Description:	1997 MERCEDES-B C 280
Collision Coverage:	No Coverage Applies
Comprehensive Coverage:	No Coverage Applies
Current Policy Period From:	04/23/2023
To:	10/23/2023

We're here to help

If you have further questions or need additional information, please call our Customer Service Department at (800) 438-6381.

Thank you.

Farmers
9797 Springboro Pike, Suite 300
Dayton OH 45448

GRAND COUNTY UTAH
125 E CENTER ST
MOAB UT 84532

Transaction Data Fields	* Indicates Required Fields
*Policy LOB:	A
*Policy Number:	406132214
Insured Last Name:	RYDMAN AND
*Coder ID:	{{n
*Cycle Date:	May 12, 2023 05/12/2023
*Cancel Date:	00/00/00
*Racfid:	N3565688
*Service Center:	Dayton Customer Service Center
Service Center Return Addr1:	PO Box 48020
Service Center Return Addr2:	Dayton OH 45475-9943
Agency Number:	
Agent Name:	
Agent Addr 1:	
Agent Addr 2:	
Agent CSZ:	
Insured Name(s):	SUSAN RYDMAN AND ALLEN RYDMAN
Insured Addr:	PO BOX 4
InsuredCSZ:	DUCHESNE UT 84021
Insured State:	UT
Dist Code:	
FULLNAME1	SUSAN RYDMAN AND
FULLNAME2	ALLEN RYDMAN
FULLNAME3	PO BOX 4
ADDR1	DUCHESNE UT 84021
INSURED_CSZ	
OverFlowName1	
OverFlowName2	
OverFlowAddr	
OverflowCSZ	
addressee	
Manual Lttr LOB	

BYLAWS
of the
GRAND COUNTY AIRPORT BOARD
(effective **September 21, 2021)**

Table of Contents:

1. PURPOSE OF THE BOARD
   a. The Grand County Airport Board was established via Grand County Ordinance No. 467 on March 18, 2008.
   b. The purpose of the Grand County Airport Board ("the Board") shall be to advise the Grand County Commission in matters related to the business and affairs of the Grand County Canyonlands Regional Airport (henceforth called the "Airport"). The members shall in all cases act as a Board, adopt such rules and regulations for the conduct of their meetings and the management of the Board, as they may deem proper, not inconsistent with these Bylaws, County Ordinances, and the laws of this state.
2. DUTIES OF THE BOARD
   a. The Board shall:
      i. Recommend that the County Commission enter into contracts, agreements and other instruments required for the efficient operation of the Airport, its facilities and services.
      ii. Advise that the County Commission purchase trade, exchange, acquire, buy, sell, obtain option on, acquire by gift, grant, bequest, or devise, or otherwise dispose of and encumber real and personal property or any interest therein, including leases and easements.

iii. Provide recommendations to the County Commission concerning the regulation receiving, deposit and embarkation of passengers or property to or from the Airport;

iv. Recommend to the County Commission regulations to prohibit any Airport hazard, obstruction, or environmental concerns;

v. Recommend charges, fees, and rentals, and submit such recommendations to the County Commission for approval;

vi. Advise the County Commission concerning the lease or assignment for operation of such space or area, appurtenances, appliances, or other conveniences as are necessary or useful;

vii. Recommend for approval by the County Commission rules governing the use of the Airport, its facilities and the use of other property and means of transportation at the Airport;

viii. Recommend the County Commission enter into contracts or otherwise cooperate with the Federal Government, the state, or other public or private agencies;

ix. Promote aeronautics and the furtherance of commerce and navigation by air;

x. Recommend authorization of travel and other expenses of the Board members, agents, counsel, and employees when engaged in Board business;

xi. Recommend the County Commission accept financial assistance from public or private sources, or that the County apply for and accept advances, loans, grants, contributions and any other forms of financial assistance from the Federal Government, state, or county or any other source public or private;

xii. Fix the time and place at which its meetings shall be held; such place shall be a public place located within the county;

xiii. Recommend to the County Commission the advice of specific technical experts, and other agents, as may be necessary for specific actions or projects associated with the Airport and its attendant facilities;

xiv. Arrange with County staff for the providing of any services or supplies required by the Board;

xv. Serve as a hearing group on violations associated with the implementation of any standards adopted by the County for operations at the Airport.

xvi. Review annual operating budget of the airport as determined by County staff.

xvii. Serve as the 'Airport Board of Adjustment' as defined in Section 4.3.3 of Airport Limitation District section of the Grand County Land Use Code.

3. MEMBERSHIP

a. The Board shall consist of seven (7) voting members and one (1) non-voting member:

i. One (1) voting member nominated by the City of Moab; and

ii. One (1) voting member nominated by the Moab Area Travel Council Advisory Board; and

iii. One (1) non-voting member appointed by the County Commission; and

iv. Five (5) voting members selected at large.

b. All appointments to the Board shall be made by the Grand County Commission; the Commission will consider the recommendations of the Airport Board at the time of the appointment.

4. TENURE

a. The appointment of members shall be for a term of four (4) years.

Commented [TC1]: Means what? Poorly written.

Commented [TC2]: What are we trying to say

Commented [TC3]: I have added this in – next doc in the packet.

        i. Any fraction of a calendar year in the initial appointment shall be considered a full year.

b. Board Officers (Chair and Vice Chair) shall serve two (2) year terms, which expire on the first meeting in January on the year their term ends.

c. A member whose term has expired may continue to hold office until a successor is appointed and qualified.

d. A vacancy occurring in the board shall be filled for the unexpired term in the same manner as was the original appointment.

5. QUALIFICATIONS OF MEMBERS

    a. A person eligible to be appointed as a Board member shall meet the following requirements:

        i. be not less than 21 years of age;

        ii. be a resident of Grand County and the State of Utah; and

        iii. be a registered voter in Grand County.

6. SELECTION OF CHAIR~~MAN~~

    a. Upon expiration of a prior term, at its first regular meeting in February, the Board shall select one of the voting members to serve as Chair.

        i. The Chair shall be the principal Officer of the Board and~~, subject to the control of the members,~~ shall preside over all business and affairs of the Board.

        ii. The Chair shall, when present, preside at all meetings of the Board in accordance with Roberts Rules of Order.

7. SELECTION OF VICE-CHAIR~~MAN~~

    a. Upon expiration of a prior term, at its first regular meeting in February, the Board shall select one of the voting members to serve as Vice-Chair.

        i. In the absence of the Chair, or in the event of their removal, death, inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair position.

        ii. The Vice-Chair shall perform such other duties, from time to time, as may be assigned to by the Chair or by the Board.

Commented [TC4]: I think all tasks should be voluntary.

8. SECRETARY

    a. A full-time Grand County employee, working in the Department of the Airport, will act as a Secretary of Airport Board meetings. This employee will be either the Airport Director or their designee.

9. QUORUM OF THE BOARD

    a. Four (4) members of the Board constitute a quorum for the transactions of business.

    b. The Board may act officially by an affirmative vote of a majority of the members~~, of a quorum.~~ once a quorum is established.

    c. For purposes of a closed session, the Board must vote in a supermajority (two-thirds of Board members present) to go into a closed session. For the purposes of these Bylaws, a supermajority consists of five (5) members~~ voting in favor of a motion~~.

10. RECORD OF MEETINGS

    a. The Board shall cause written minutes of its proceedings to be kept available for public inspection.

    b. Minutes will be kept on record in the office of the Airport Director, and made available electronically on the Grand County website.

c. The Board shall record in the record the yea and nay votes cast by the Board with regard to any action taken by it.

11. MEETINGS OF BOARD

a. The Board shall convene for regular meetings to be held not less than monthly throughout the year.

b. The order of business shall be:

i. Reading of minutes of the preceding meeting with editing and approval.

ii. Reports of the Airport Director.

iii. Citizens to be heard.

iv. Discussion and consideration items for possible action by the board.

v. Discussion items to be addressed by the board that do not require action.

vi. Elections, if required.

vii. Future Considerations.

c. Emergency meetings may be ordered by the Chair or Vice-Chair.

i. All members must be notified immediately as well as an advertisement to the public through the most expeditious means, in order for the emergency meeting to be held as per Utah Code 52-4-202(5).

d. Meetings shall be held at such public place, within the County, as may be designated by the Board or the Chair.

e. The Board shall adopt a system of rules of procedure under which its meetings are to be held.

i. The Board may suspend the rules of procedure by two-thirds vote of the members who are present at the meeting. The Board shall not suspend the rules of procedure beyond the duration of the meeting at which the suspension of the rules occurs.

f. Subject to the approval of the County Commission, the Board is empowered to determine and establish such rules for the conduct of the Board as the members deem advisable, except that such rules shall not be in conflict with these Bylaws or other laws:~~,~~ federal, state~~, or~~ county, or city.

12. COMPENSATION

a. No compensation shall be paid to members, as such, for their services.

i. Expenses incurred during the course of performing services for the Board or Board business may be compensated when approved by the Board from the Airport operating budget; as authorized by the Airport Director.

13. PRESUMPTION OF ASSENT

a. A member of the Board who is present at a meeting of the members at which action on any board matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. Such right of dissent shall not apply to a member who voted in favor of such action.

14. COMMITTEES

a. The Board may designate from among its members ad hoc committees.

i. Committees of the Board shall report to the Board the proceedings of any committee meeting but formal recordings and minutes will not be kept of the committee discussions.

ii. If the ~~sub-~~committee consists of a number of members equal or greater than a quorum of the board, the ~~sub-~~committee meetings will be treated as a regular meeting subject to State requirements of open meetings.

15. AMENDMENTS

    a. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by majority vote of all members at any regular meeting or at any special meeting when the proposed amendment has been sent out in the notice of such meeting. Such amendments must be approved by the Grand County Commission.

16. REPORTS BY BOARD

    a. The Board shall file with the Grand County Commission any reports required or requested by the Commission members.

17. BUDGET OF BOARD

    a. The Board does not have a specified Budget. Recommendations for Board expenditures will be coordinated with County staff and included in the annual Airport operating budget.

18. ELECTRONIC ACCESSIBILITY FOR BOARD MEETINGS

    a. With prior arrangement with the Chair or Vice-Chair, Board members may establish meeting communication either by phone, teleconference or video conference.

    b. Any board member establishing their presence at a meeting via means of electronic communications~~,~~ may act within their full capacity of a Board member for the duration of the meeting.

19. RESIGNATION

    a. A member may resign at any time by giving written notice to the Board, the Chair or the Vice-Chair.

    b. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such Officer and the acceptance of the resignation shall not be necessary to make it effective.

    c. It shall be considered a resignation, and a Board member shall be automatically removed from the Board, if the member has four (4) unexcused absences of regularly scheduled meetings within a period of twelve (12) consecutive months.

20. REMOVAL OF MEMBERS

    a. The Board may recommend the removal of a member to the County Commission for inefficiency, neglect of duty, or misconduct in office.

    b. The Board member in question will be provided a review hearing.

        i. The member shall be provided a copy of the reasons for removal at least ten (10) days prior to the hearing and shall have the opportunity to respond in person.

A. Minimum Lot Area: 5 Acres

B. Minimum Front and Street Side Setbacks: 25 Feet

C. Minimum Rear and Interior Side Setbacks:

1. Principal structures: 10 feet

2. Accessory structures: See Section 3.3

D. Minimum Lot Width: 400 Feet

E. Maximum Height: 24 Feet

4.2.7 Special Open Space Requirement
Notwithstanding provisions to the contrary, the minimum undeveloped open space in each development within the SPA District shall be 80 percent.

4.2.8 District Standards
All land uses and structures shall:

A. Be placed on a slab-on-grade or perimeter foundation;

B. Have a minimum 24 feet horizontal wall dimension on at least 2 non-opposite sides; i.e., other than directly opposite sides of the structure;

C. Utilize medium to darker earth tones and non-reflective materials on all structures, including roofs, to minimize contrast and blend with the surrounding natural landscape without calling undue attention to the development; and

D. Cluster all allowable residential density on the 20 percent of the property that is least visible from high public use areas.

4.3 AL, Airport Limitation District
4.3.1 Purpose
The AL, Airport Limitation District is a special purpose district intended to establish standards assuring the long-range, safe and beneficial use of Canyonlands Field.

4.3.2 Airport Zoning Commission
A. Commission Established

1. The Grand County Planning Commission is designated as the "Airport Zoning Commission" as prescribed in Utah Code §72-10-405.

2. In this LUC and State law, any references to the "Airport Zoning Commission" shall mean the Grand County Planning Commission.

3. If the Planning Commission is empowered in this LUC to take actions that are duties of the Airport Zoning Commission as prescribed in Utah law the Planning Commission shall be presumed to be functioning as the Airport Zoning Commission.

B. Duties

The Airport Zoning Commission shall recommend boundaries of the various zones to be established and the regulations to be adopted pertaining to any airport hazard area and to perform such other duties as may be assigned to it by the County Commission or Utah law.

4.3.3 Airport Board of Adjustment

A. Board Established

1. The Grand County Airport Board shall designate an "Airport Board of Adjustment" as prescribed in Section 72-10-410, Utah Code Annotated 1953.

2. The Board of Adjustment shall consist of five members, each to be appointed for a term of three years, by Grand County Commission and to be removable for cause, upon written charges and after public hearing.

B. Procedure

Any person aggrieved, or taxpayer affected, by any decision of any administrative agency made in its administration of airport zoning regulations adopted by Grand County, which is of the opinion that a decision of an administrative agency is an improper application of airport zoning regulations of concern to the governing body or board, may appeal to the Board of Adjustment authorized to hear and decide appeals as provided in this Section 4.3.

C. Duties

1. The Airport Board of Adjustment shall hear and decide appeals from any order, requirement, decision, or determination made by the administrative agency in the enforcement of the airport zoning regulations, as provided in Section 72-10-408, Utah Code Annotated 1953, and to perform such other duties as may be assigned it by the County Commission or Utah law.

2. To hear and decide specific variances as provided in Section 72-10-407(2), Utah Code Annotated 1953. [Ord. 537, 2015.]

4.3.4 Grand County Airport Board

A. Board Established

The Grand County Airport Board is designated as the principal advisory body to the Grand County Commission in all matters related to the operation of Canyonlands Field.

B. Duties

The members shall in all cases act as a board, rather than as individuals. The Grand County Airport Board may adopt rules and procedures for the conduct of its meetings and to govern its operation, not inconsistent with bylaws, County ordinances, and regulations of the State of Utah and the FAA.

4.3.5 Lot Design Standards

Development in the AL district shall be subject to the following standards:

A. Minimum Lot Area: 5 Acres

B. Minimum Front and Street Side Setbacks: 25 Feet

C. Minimum Rear and Interior Side Setbacks:

1. Principal structures: 10 feet

2. Accessory structures: See Section 3.3

D. Minimum Lot Width: 400 Feet

E. Maximum Height: 24 Feet

4.3.6 Permitted Uses

The following uses shall be permitted-by-right

A. Residential Uses

See Section 4.3.9D

B. Public or Civic Uses

Essential services

C. Retail, Service and office Uses

Those allowed by the Airport Master Plan

D. Agriculture and Agriculture Related Uses

Agricultural animals, subject to the use-specific standards of 3.2.5A

Farm, orchard or truck garden

Grazing

E. Industrial, Communications, Transportation and Automobile-Related Uses

Airport

4.3.7 Conditional Uses
Conditional uses shall be allowed in accordance with Section 9.11.

Animal pound or kennel (public or private)

Barn, corral, pen, coop or machinery shed, subject to the use-specific standards of 3.2.5B

Dwelling, single-family

Dude ranch or destination resort, subject to the use-specific standards of 3.2.3F

Electric substation

Mining

Manufactured home, subject to the use-specific standards of 3.2.1H

Oil and gas drilling

Waste materials management, subject to the use-specific standards of 3.2.4N

4.3.8 Accessory Uses
The following accessory uses shall be allowed:

Accessory use or structure, subject to the use-specific standards of Section 3.3

Dwelling unit, accessory, subject to the use-specific standards of Section 3.3.2B

4.3.9 District Standards
All uses in the AL District shall be in compliance with the Airport Master Plan, Airport Layout Plan, and Noise Contour Map as adopted by the Grand County Airport Board, and incorporated into this section by reference as it pertains to airport land uses, and subject to the regulations of this section:

A. Conforming Uses only

All uses in the AL District shall be subject to the height and use standards as prescribed in this LUC or as prescribed in State or Federal standards.

B. Creation of Airport Hazards Prohibited

No variance, permit, or use shall be allowed that would create or enhance an airport hazard.

C. General Use and Operational Limitations

No use shall be permitted which:

1. Creates or tends to create electrical interference to navigational devices and communication between aircraft and airports;

2. Creates or tends to create gas, smoke, dust, glare, or other visual hazard in the atmosphere around airports or in the airport hazard area;

3. Creates or tends to create structures that interfere with aircraft safety; or

4. Creates or tends to create any type of hazard for the airport that would inhibit or constrain safe and acceptable airport operations

D. Residential Use Limitation

All allowed residential uses shall be shown on the Airport Layout consistent with the Airport Master Plan, and be restricted for airport personnel only.

E. Height Limitation

The maximum height for all structures, except for the airport tower, air service buildings and facilities approved as part of the Airport Layout Plan, shall be 35 feet. The height of the airport tower, air service buildings and facilities shall be in accordance with the Airport Layout Plan. Notwithstanding the foregoing, in no case shall a structure be at a height that creates or tends to create an airport hazard.

F. Architecture and Landscaping

1. The architectural style of accessory hangers, storage and maintenance facilities, and similar service uses shall be complementary to the principal structures and appropriate for the site and proposed use.

2. The landscaping around the buildings shall be low maintenance and extend 20 feet around the buildings.

3. All buildings shall comply with applicable Federal, State and local Standards.

4.3.10 Mandatory Referral

Prior to the issuance of zoning development or Building Permit, permit applications shall be referred to the Airport Board and to the Federal Aviation Administration, Denver Airports District office (FAA) for comment. In making its determination as to whether a proposed land use is consistent with the standards of this section, the County shall give substantial weight to the recommendations of the Grand County Airport Board and the FAA.

4.4 -PUD, Planned Unit Development

4.4.1 Purpose and intent

The -PUD, Planned Unit Development is an overlay district designed to provide for modification of the otherwise applicable dimensional and density standards of the underlying base district as specified in Article 5, Lot Design Standards, in order to accomplish one or more of the following purposes:

A. Promote flexibility in the siting of structures so as to preserve and take advantage of the site's unique, natural, resource or scenic features and to avoid or mitigate any hazardous area;