**GRAND COUNTY AIRPORT BOARD**
**REGULAR MEETING**
**AGENDA**

**August 21, 2023 @ 5:00 p.m.**
**Grand County Commission Chambers, 125 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 July 17, 2023 (Regular meeting)
2. Safety Report / Director's Report – July 2023
3. Airport Monthly Data Report - July 2023 & Virtower Data

C. Citizens to be Heard

D. Discussion Items:
1. Invitation to Dedication of Operations Hangar to Bill Groff, with plaque. Thursday Sept. 14, 4:00-6:00 pm.
2. Garage discussion.
3. When a Tenant sells their hangar, is the incoming Tenant's term the remainder of the original lease term, or does it start over at 30 years.
4. Project Reports
    a. SRE Building – Received CO from building department. Waiting on contractor to fix flaws in the floor, waiting on garage doors to be operational.
    b. ALP Update – Open house August 23rd
    c. 2023 Fencing project – Bid accepted; updated grant application submitted. Waiting on grant offer.
    d. Lot 118 Hangar – in permitting phase.
5. AEAS – still under review by DOT, SkyWest extension.
6. Voodoo Air – subtenant of Moab Heli X.
7. No update on SITLA Land Swap
8. Dominion Energy installing new high-pressure gas line – Any new info?
9. 139 Fire Live fire burn August 29, 30, 31.

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

1. Approving the Operating Agreement with Moab Heli X.
2. Rent Study: Clarify zone chart in AMCG report, discuss edits drawn on zone map by AB members, and decide on rent/fee changes for Fee Schedule updates. $0.30 for airside ground lease, what changes to landside lease rate, terminal space, and shuttle fees?

3. Move forward with drafting a lease agreement for digital (screen) advertising on 2 terminal walls, for Lions Back Resort (Curtis Wells requesting).
4. Approve scope of work for design work for Grant 46 AIP projects (4: Apron Expansion & Reconstruction, Taxiway Relocation, Taxilane Expansion).

F. Reports:

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

G. Future Considerations

CIB request for parking lot funding

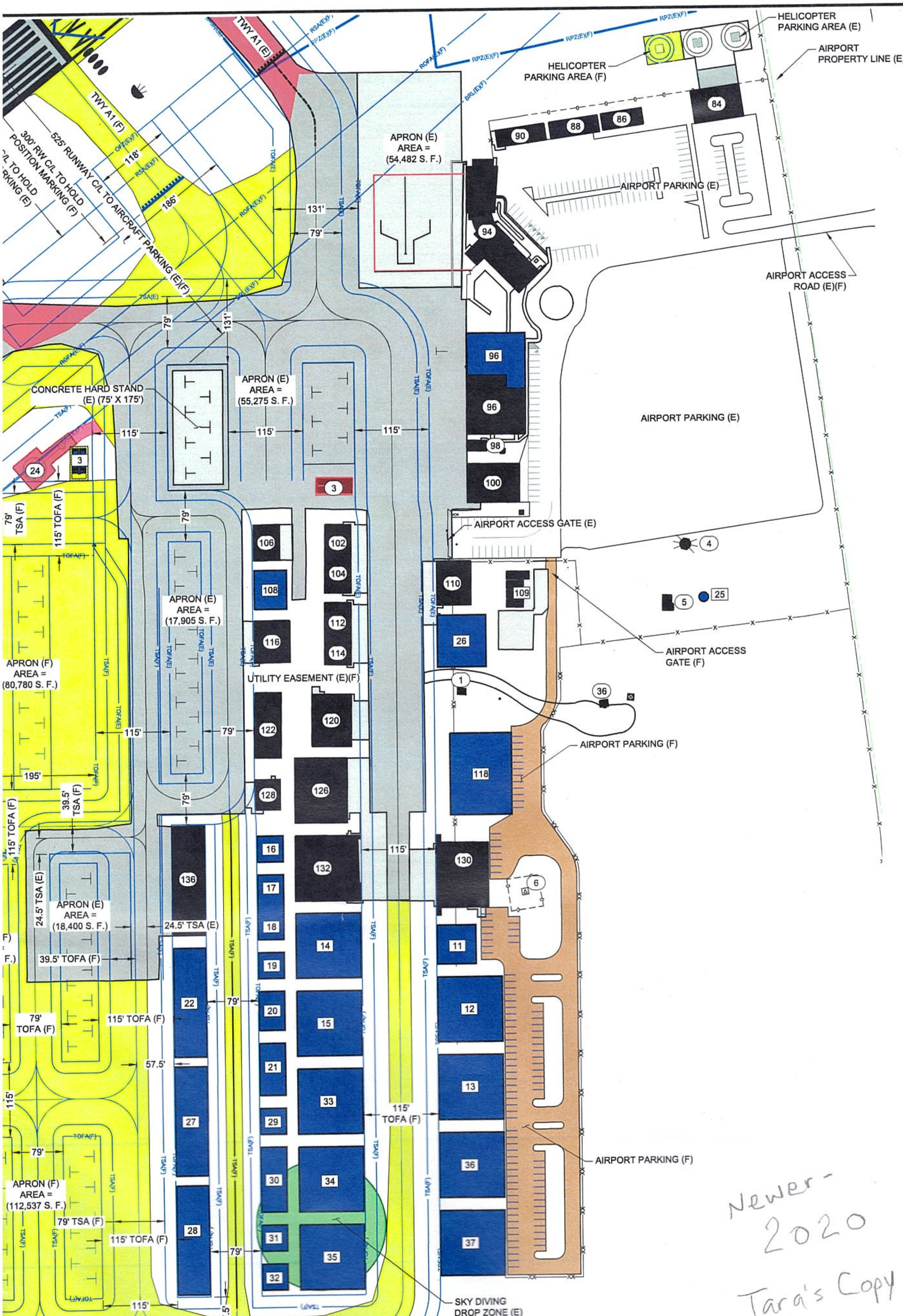
EV charger grant – Bill Winfield

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 Grand County Commission Chambers __________ Date __________ Time




Newer- 2020

Tara's Copy

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# CANYONLANDS FIELD
# GRAND COUNTY, UTAH

## AIRPORT LAYOUT PLAN

| No. | Project No. | Date | Revision / Description | File | Drwn. | Chkd. | Apprvd |
|---|---|---|---|---|---|---|---|
| 2 | 196524 | 09/2020 | AS-BUILT AIP 032 | 6524503 | GWK | JZP | JZP |
| 1 | 166393 | 05/2019 | AS-BUILT - AIP's 030 & 031 | 6393503 | LKB | JZP | JZP |
| 0 | 146251 | 09/2015 | ORIGINAL ISSUE | 6251503 | GWK | JMR | JZP |

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS REPORT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

## TERMINAL AREA DRAWING

Sheet: 4 of: 17

**GRAND COUNTY AIRPORT BOARD**
**REGULAR MEETING**
**MINUTES**

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

A. Call to Order

1. The meeting was called to order at 5:04 p.m.
2. Members present: Jenny Gleason (Travel Council Rep.), Bill Winfield (County Rep.), Jody Patterson, Jason Taylor (Moab City Rep.) Joining by Zoom were Laurel Catto, Norm Knapp, and Bill Hawley. Airport Director Tammy Howland was also present.
3. Members not present: Shalee Bryant
4. Others present: Director's Assistant Tara Collins, and Eric Rivera of Armstrong Consultants.

B. General Business

1. Approve minutes of May 15, 2023 (Regular meeting)
   **Motion** by Jason to approve the 5/15 minutes, seconded by Jenny, approved 4-0, with Jody abstaining.

2. Approve minutes of June 12, 2023 (Regular meeting)
   **Motion** by Jenny to approve the 6/12 minutes, seconded by Bill H., approved 5-0, with Jason abstaining.

3. Safety Report / Director's Report – June 2023
   Tammy reported that they did annual testing on ARFF 1 dry chem, it's still working. The No-Foam testing showed it still needs work. These were done for the upcoming FAA (part 139 standards compliance) inspection next week. The fuel system and their records is a big part of that inspection, as well as ARFF, and training records. There was a water system failure. They assisted on a medical incident on a SkyWest flight. They have started their annual fire inspections of hangars. There were departure delays due to weather in Denver. Tammy gave the flight schedule.

4. Airport Monthly Data Report - June 2023 – Virtower Data
   Tammy went over the revenue for June, including fuel sales, enplanements, landing fees. There was a 44% increase in Low Lead fuel sales over last year. Vending sales are still down due to credit card reader problems. 2,629 skydivers jumped out of an airplane in June.

   Tammy showed the Virtower data charts for June. They show visiting versus based aircraft, use per runway, use per day of the week, etc.

C. Citizens to be Heard - None

D. Discussion Items:
   1. Project Reports
      a. SRE Building – All exterior finished, insulation, electrical and plumbing near completion. Waiting on garage doors and some light fixtures on back order.
      b. ALP Update – Waiting on the FAA .
      c. 2023 Fencing project – Out for bid. Eric said the bidding period is closed. One company showed up for the pre-bid meeting.
      d. Lot 108 Hangar – completed, waiting for final inspection & CO. Laurel said they had a great team. There is a 3-foot grade change from the back to the front, so they installed interior steps to the back door.
      e. Lot 118 Hangar – in permitting phase.
   2. Rent Study – Tammy will be meeting with an AMCG representative about our issues with the zones, and will include Bill H. in that.
   3. AEAS – Our request is still under review by DOT. SkyWest publicly committed to extend their service until Contour takes over. However, that extension is not legally binding. SkyWest will continue to receive EAS funding for the extension period.
   4. Purchase & delivery of new (used) water tank. Photo in packet. The old, buried water tank was damaged in the process of digging it out from the location of the newly constructed SRE building, and could not be salvaged. Tammy went over the price comparisons of various tanks. We got a 20,000 gallon tank. With that size, it is less likely to freeze. The County Road Dept. will build a pad for it.
   5. Update on SITLA land swap. The proposed swap is for a piece of land out by the old airport, by the motocross track.

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

   1. Grant Application to the FAA for design for upcoming AIP projects.
      Eric presented the 4 projects, using the airport map, and outlined the timeline of these projects. They are: Taxiway A1 relocation, Apron expansion, existing Apron reconstruction, and Taxilane construction/expansion. It is unusual for the FAA to let us tackle 4 separate projects at once, but they are inter-related. Design will be complete in 2023, construction will begin in 2024 and 2025. Eric said it's a good sign that the FAA is willing to fund the design phase, it means they intend to fund the construction.

      **Motion** by Jason to send the grant application to the County Commission, seconded by Norm, approved 6-0.

   2. Review / Revise Airport Board Bylaws.
      **Motion** by Bill H. to approve the revisions, according to the last draft submitted in the 7/17 AB packet, seconded by Jason, approved 6-0.

F. Reports:

   1. County Commission - Bill W. has been working on the SITLA land swap.

2. City of Moab - Jason brought up some new hires at Moab City: a new finance director, parks and rec director, and economic development director.

3. Travel Council - Jenny said they are working on grants, and their budget.

4. Solar Committee – Letter from FAA (rejection of our grant proposal). Bill H. said that some of the ones that were accepted were carbon copies of our proposal.

5. Other reports for Airport Board - Jenny proposed September 14 (Thursday) from 4:00 to 6:00 pm, for the dedication of the Operations hangar to Bill Groff. Redtail Air was planning a press party that morning, so they could make the building fancy for both events.

G. Future Considerations - Tammy said that just today, we heard from Dominion Energy that they are installing a high-pressure gasline, and they wanted to know if we wanted a line to the airport. We would need to estimate our gas load needs, and there would be a cost for this installation. Jody agreed that we should look into it. There are not currently issues with obtaining propane, but it would still be prudent to look at this option. Jody and Jason said at least we should stub it in. Tammy will get more info.

Garage discussion (Bill H. request) - Tammy said that Prather is waiting on the go-ahead from us, and we were waiting for the ALP to be more finalized.

CIB request for parking lot funding - The next one is in October. Tammy will work with Bill and Chris Baird to obtain money for paving.

EV charger grant – Bill Winfield had proposed a couple of sites at the Airport. Nothing new.

H. Closed Session, if necessary

I. Adjourn - The meeting was adjourned at 6:38 p.m.

Submitted by: Tara Collins

**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 | 7077.00 | 3359.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28329.00 |
| 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% | 44% | 13% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | -64% |
| 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 | 42731.00 | 31464.00 | | | | | | 252781.00 |
| 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% | 8% | -15% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | -66% |
| 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** | **$3,984.64** | **$2,785.84** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$22,488.80** |
| | **ENPLANEMENTS** | | | | | | | | | | | | |
| SkyWest Airlines (UA) - Rev | 681 | 752 | 1,286 | 1383 | 1434 | 974 | 725 | | | | | | 7235 |
| SkyWest Airlines (DL) - Rev | 0 | 0 | 416 | 807 | 1038 | 681 | 543 | | | | | | 3485 |
| SkyWest - NonRev (Total) | 15 | 22 | 19 | 25 | 43 | 11 | 41 | | | | | | 176 |
| Redtail Air* | 70 | 72 | 175 | 200 | 544 | 676 | 474 | | | | | | 2211 |
| Redtail Helicopters (Part 135) | 6 | 7 | 64 | 121 | 153 | 172 | 117 | | | | | | 640 |
| Moab Heli X (Part 135) | 7 | 6 | 22 | 32 | | 15 | | | | | | | 82 |
| 2023 Enplanements | **779** | **859** | **1982** | **2568** | **3212** | **2529** | **1900** | **0** | **0** | **0** | **0** | **0** | 13829 |
| 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 | 1503 | 0 | 1355 | 2946 | 3938 | 2629 | 2870 | 0 | 0 | 0.00 | 0 | | 15241 |
| | **LANDING FEES $0.75/1,000 lb** | | | | | | | | | | | | |
| **SkyWest Airlines Actual** | 28 | 28 | 55 | 55 | 77 | 52 | 52 | | | | | | 347 |
| **SkyWest Scheduled** | 31 | 28 | 55 | 55 | 79 | 52 | 52 | | | | | | 352 |
| **SkyWest Landing Fees** | **$987.00** | **$987.00** | **$1,938.75** | **$1,833.00** | **$2,714.25** | **$1,833.00** | **$1,903.50** | | | | | | *$12,196.50* |
| **Redtail Air** | | | | | | | | | | | | | |
| C-172 @ 2550# | 8 | 59 | 45 | 46 | 35 | 12 | 13 | | | | | | 218 |
| C-207 @ 3800# | 6 | 1 | 12 | 45 | 64 | 62 | 56 | | | | | | 246 |
| Airvan @ 4000# | 2 | 11 | 0 | 7 | 42 | 38 | 52 | | | | | | 152 |
| Waco @ 2650# | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Kodiak @ 7255# | 0 | 3 | 28 | 25 | 55 | 103 | 66 | | | | | | 280 |
| **Redtail Total** | **16** | **4** | **85** | **123** | **196** | **215** | **187** | **0** | **0** | **0** | **0** | **0** | 896 |
| **Redtail Landing Fees** | **$38.40** | **$165.01** | **$272.62** | **$373.26** | **$674.61** | **$874.10** | **$699.59** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$3,097.58** |
| **Skydive Moab** | | | | | | | | | | | | | |
| C-182 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| King Air 350 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Caravan | 0 | 0 | 101 | 201 | 258 | 185 | 192 | | | | | | 937 |
| **SKM Monthly Total** | **$0.00** | **$0.00** | **$568.13** | **$1,130.63** | **$1,451.25** | **$1,040.63** | **$1,080.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$5,270.63* |
| **Redtail Helicopters** | 3 | 4 | 35 | 55 | 72 | 80 | 58 | | | | | | 307 |
| **Moab Heli X** | 4 | 3 | 11 | 15 | 21 | 7 | | | | | | | 61 |
| **Monthly Total** | **$13.13** | **$13.13** | **$86.25** | **$131.25** | **$174.38** | **$163.13** | **$108.75** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$690.00* |
| **Mo. Land. Fee Total** | **$1,038.53** | **$1,165.14** | **$2,865.74** | **$3,468.13** | **$5,014.48** | **$3,910.85** | **$3,791.84** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $21,254.70 |
| **REDTAIL Collections** | **Landing Fees Collected** | | | | | | | | | | | | |
| Acft Over 6K# @ $25 | 1 | 1 | 4 | 11 | 12 | 13 | 2 | | | | | | *44* |
| Acft Over 10k # @ $65 | 6 | 6 | 9 | 29 | 25 | 29 | 11 | | | | | | *115* |
| Acft Over 25K# @ $190 | 1 | 2 | 12 | 30 | 18 | 13 | 7 | | | | | | *83* |
| **Total Flights** | 8 | 9 | 25 | 70 | 55 | 55 | 20 | 0 | 0 | 0 | 0 | 0 | *242* |
| **Total $ Collected & Paid** | **$605.00** | **$795.00** | **$1,645.00** | **$4,725.00** | **$4,355.00** | **$4,680.00** | **$1,270.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | *$18,075.00* |
| **Page 1 Total** | **$2,855.29** | **$5,051.42** | **$5,788.74** | **$7,541.01** | **$9,583.88** | **$7,950.49** | **$6,597.68** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | $45,368.50 |
| **Skydive Landing Area** | | | | | | | | | | | | | |
| Skydive Moab | $ - | $ - | $ 100.00 | $ 100.00 | $ 100.00 | $ 100.00 | $ 100.00 | | | | | | *$500.00* |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Concessions** | | | | | | | | | | | | | |
| Vending Machines | $ 181.00 | $ 300.05 | $ 390.85 | $ 500.00 | $ 673.50 | $ 657.60 | $ 716.70 | | | | | | *$3,419.70* |
| Parking Revenue | $ 2,980.00 | $ 2,099.50 | $ 2,059.00 | $ 2,502.00 | $ 4,908.00 | $ 2,790.00 | $ 2,878.00 | | | | | | *$20,216.50* |
| Enterprise Car Rental | 4531.88 | $ 4,050.78 | $ 13,317.59 | $ 20,462.32 | $ 17,106.31 | | | | | | | | *$59,468.88* |
| Canyonlands Car Rental | $ 212.20 | $ 242.70 | $ 2,052.40 | | $ 1,983.30 | $ 1,625.50 | $ 840.30 | | | | | | *$6,956.40* |
| Turo | $ - | $ - | $ - | $ - | $ 642.78 | $ 510.87 | $ - | $ - | $ - | $ - | $ - | $ - | *$ 1,153.65* |
| **TOTAL** | **$ 7,905.08** | **$ 6,693.03** | **$ 17,819.84** | **$ 23,464.32** | **$ 25,313.89** | **$ 5,583.97** | **$ 4,435.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$91,215.13** |

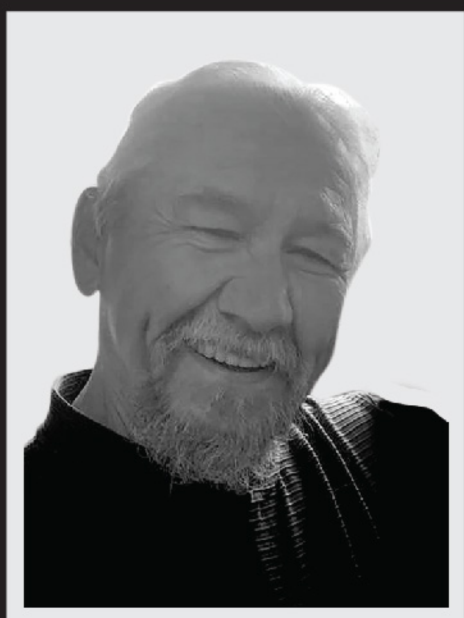
| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Page 2 Total** | **$7,905.08** | **$6,693.03** | **$17,919.84** | **$23,564.32** | **$25,413.89** | **$5,683.97** | **$4,535.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$91,715.13** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Page 1 Total** | **$2,855.29** | **$5,051.42** | **$5,788.74** | **$7,541.01** | **$9,583.88** | **$7,950.49** | **$6,597.68** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$45,368.50** |
| **Page 2 Total** | **$7,905.08** | **$6,693.03** | **$17,919.84** | **$23,564.32** | **$25,413.89** | **$5,683.97** | **$4,535.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$91,715.13** |
| **Total Revenue** | **$10,760.37** | **$11,744.45** | **$23,708.58** | **$31,105.33** | **$34,997.77** | **$13,634.46** | **$11,132.68** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$137,083.63** |

precision tooled aluminum alloy 5052-h32
background - black 2025
texture-leatherette
satin clear coat
border-single line bevel
etched photo insert
depth 5/16”
blind mount (type a)

20"

THE WILLIAM "BILL" GROFF
OPERATIONS BUILDING



This building is dedicated in gratitude for exemplary service, dedication and commitment to Canyonlands Regional Airport for over 20 years.

16"

Please check your PROOF for typographical errors, number accuracy and spacing. Any errors or mistakes NOT caught in the proofing process will be responsibility of the customer.

☐ APPROVED ☐ MAKE CHANGES

signature required________________________________________

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RESOLUTION # 3357 (2023)

A RESOLUTION DEDICATING THE CANYONLANDS REGIONAL AIRPORT OPERATIONS BUILDING IN THE NAME OF WILLIAM “BILL” GROFF

WHEREAS, Bill Groff served for fifteen years on the Grand County Airport Board, and

WHEREAS, Bill Groff served multiple terms as the Airport Board’s Chair and Vice Chair, and

WHEREAS, Bill Groff showed incredible dedication to the airport by serving as airport manager, and donating hours of labor to the upkeep of the airport, and

WHEREAS, Bill Groff was a helicopter pilot, and a pilot for SkyWest, and

WHEREAS, the Airport staff and Airport Board desire to publicly recognize Mr. Groff’s many contributions to the success of Canyonlands Regional Airport and the Airport Board:

NOW, THEREFORE, be it resolved that the Grand County Commission hereby consents to naming the Operations Building at the Airport, at 110 Aviation Way, after William “Bill” Groff, as a commemoration to his contributions, and authorizes the Airport Director and Airport Board to determine a proper display at the Operations Building.

ADOPTED by the Grand County Commission this 1st day of August, 2023.

Those voting aye: Clapper, Hadler, McCurdy, McGann, Walker, Winfield
Those voting nay:
Those absent: Hedin

GRAND COUNTY COMMISSION:

| | |
|---|---|
| Jacques Hadler, Chair | 8/2/2023 \| 9:04 AM PDT<br>Date |

ATTEST:

| | |
|---|---|
| Gabriel Woytek<br>Gabriel Woytek, Clerk/Auditor | 8/2/2023 \| 10:32 AM PDT<br>Date |

**CANYONLANDS REGIONAL AIRPORT**

**SINGLE SERVICE OPERATOR (SSO) AGREEMENT**

**BY AND BETWEEN**

**GRAND COUNTY UTAH**

**CANYONLANDS REGIONAL AIRPORT**

**AND**

**LAKESHORE CHARTERS, LLC (dba Moab Heli X)**

# Airport Operating Agreement, Single Service Operator Table of Contents

This **SINGLE SERVICE OPERATOR AGREEMENT,** effective September 5, 2023, is hereby made and entered into by **LAKESHORE CHARTERS, LLC** ("SSO" or the "Operator") and **Grand County** ("County")**,** a Utah political subdivision. Operator as used herein shall include Operator and its members, managers, directors, officers, employees, agents, clients, contractors, and subcontractors.

**RECITALS**

**WHEREAS**, Grand County owns and operates the Canyonlands Regional Airport ("CNY" or the "Airport");

**WHEREAS**, Single Service Operators ("SSOs") are essential to the accommodation of general aviation at the Airport;

**WHEREAS**, the County desires to make available the service(s) provided by the Operator, and the Operator represents that it is qualified, ready and willing to provide such service(s);

**NOW THEREFORE**, in consideration of the mutual covenants above and terms below, including permission to operate at CNY, the Parties agree as follows:

**1. LEASED PREMISES**

1.1. Leased Premises. The County leases to Operator for non-exclusive use the ground under Hangar 84, hereafter known as the "Leased Premises", and shown in ***Exhibit A*** hereto. The Leased Premises is described as a total of 3,700 square feet of land (holding a 50' x 74' hangar) and all appurtenant improvements together with: a) ingress and egress to the Leased Premises; and b) the non-exclusive right to use the taxiways, runways, aprons and appurtenant aviation facilities necessary to serve the Authorized Uses.

1.1.1. The leased premises also includes a 20 foot x 20 foot (400 square foot) area of land adjoining the south side of the hangar, for Operator's non-exclusive use to park trailers, equipment, or similar items, at the same rate as that charged for the hangar Premises.

1.2. Effect on Hangar Lease. This Agreement is in addition to the Operator's lease for Hangar 84 located at CNY, use of which is governed by the separate lease between the Parties.

1.3. Condition of Premises / Security / Snow Removal Equipment. Operator shall be responsible for the maintenance and repair of the Premises and shall keep and maintain the Premises in good condition, order and repair, and shall surrender the same upon expiration or termination of this Agreement, in good condition, reasonable wear and tear and damage by the elements not caused by Operator's negligence excepted. County shall have no obligation to repair, maintain or restore the Premises or to maintain any security or policing against theft, vandalism, malicious mischief, riot, social disorders or other public offenses. Operator understands and agrees that County snow removal equipment (snowplows, snowblowers, shovels, etc.) is not available for its use.

**2. USE**

2.1. Authorization to Conduct Helicopter Operations. The Leased Premises shall be used by Operator only for helicopter operations under Code of Federal Regulations (CFR), Title 14, Part 91, Part 135, and related aviation activities. Specifically, Operator is authorized to operate helicopter air tours and charters, perform aerial survey business operations, conduct search-and-rescue and mercy flight operations, store aircraft used in those businesses, and perform maintenance at the airport on aircraft used in those businesses (collectively "Authorized Use"). Allowed services specifically do not include automobile rentals of any type or fueling services. No exclusive rights at the Airport are granted by this Agreement, and County shall have the right to deal with, offer and grant similar leases, rights and concessions to any other firm or person.

2.1.1. The Airport Director, in their sole discretion, may restrict, reduce, or cancel daily aviation activity for purposes of emergency situations, impending weather conditions on the airfield, or due to flight safety during the approach and departure times of commercial flights.

The Airport Director must provide written notice to the Operator if there is a request to limit operations during specified periods of time for safety reasons and under reasonable circumstances.

2.1.2. Operator shall not have the privilege of using the Airport for any other purposes, unless approved by the Airport Director, than those specifically set forth in this Agreement. Unauthorized use of the Leased Premises by Operator shall be a substantial breach of this Agreement and shall constitute grounds for immediate termination by the County.

2.1.3. Nothing herein permits Operator to conduct a Special Event, as defined by County ordinance, under this Operating Agreement. Operator shall comply with any City and County special event application processes and requirements for demonstrations, events, festivals, and competitions.

2.1.4. Operator shall not commit or allow the commission of any use or acts that increase existing rates for or cause the cancellation of the County's fire, liability, or other insurance policies.

2.1.5. Operator shall not commit or allow waste of the Leased Premises or permit the maintenance or commission of any nuisance. Operator's failure to use the Leased Premises continually and diligently for the Authorized Use shall be a substantial breach of this Agreement and shall constitute grounds for immediate termination of this Agreement by the County.

2.1.6. No open or uninvited solicitation on the Airport of Operator's services, except by a sign as hereinafter provided, shall be done or permitted, and County shall be the sole judge as to whether or not the foregoing restriction has been violated and constitutes a breach of this Agreement.

2.2. **Signs**. Operator shall be entitled to maintain 2 signs on Hangar 84, and 1 post sign facing the airport entry road identifying its services, provided, however, that such signage must be permitted under, and in compliance with, the Grand County Land Use Code. All of Operator's signs shall be maintained in good order, condition and appearance during the term of this Agreement and shall be removed from the Airport by Operator at Operator's sole expense on or before the expiration or other termination of this Agreement. Operator shall restore the premises to its pre-sign installation condition when it removes the signs.

2.3. **Hazardous Substances.** Operator shall not allow the release of hazardous substances in, on, under or from the Premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of a hazardous substance.

Operator shall promptly notify County if it knows, suspects or believes there may be any hazardous substances in or around the Premises, or in the soil, groundwater or soil vapor on or under the property, or that Operator or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any hazardous substances.

2.4. **Site Visits, Observations, and Testing.** County and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking and removing solid or groundwater samples, and conducting tests on any part of the Premises. Such entry shall be during normal business hours except for emergencies. County is under no duty, however, to visit or observe the Premises or to conduct tests. In no event shall any site visit, observation or testing by County be a representation that hazardous substances are or are not present in, on or under the Premises, or that there has been compliance with any law, regulation or ordinance pertaining to hazardous substances or any other applicable governmental law. Neither Operator nor any other party is entitled to rely on any site visit, observation or testing by County. County shall not be obligated to disclose to Operator or any other party any report or finding made as a result of, or in connection with, any site visit, observation or testing by County. In each instance, County shall give Operator reasonable notice before entering the Premises or any other place County is permitted to enter under this Section. County shall make reasonable efforts to avoid interfering with Operator's use of the Premises or any other property in exercising any right provided in this Section.

## 3. OPERATOR’S OBLIGATIONS; NATURE AND QUALITY OF SERVICE

3.1. Helicopter Services. Operator shall furnish, in a high quality, efficient, and dependable manner, scenic helicopter tours and instruction services to the general public, subject to equipment and personnel availability (the “Services”). Operator shall ensure that only qualified and certified personnel are responsible for providing the Services. Airport requests that Operator avoid low altitude flight over houses, other buildings, and popular recreation areas, including Mill Creek Canyon.

3.2. Compliance with Law. Operator shall, at Operator’s sole cost, comply with all relevant local, state, and federal law, including local land use, zoning, and business licensing regulations, the Code of Federal Regulations (“CFR” or “FAR”) Title 14, Part 135 - Operating Requirements, CNY Rules and Regulations, CNY Minimum Standards, and this Agreement (collectively, the “Operational Protocols”).

3.3. Standard Operating Procedure. At the discretion of the Airport Director, the County may require a Standard Operating Procedure (“SOP”) containing a detailed description of the operation and safety measures to be followed by Operator and the general public, in which event the SOP shall be attached hereto. The Operator shall notify the Airport Director of any amendments to the SOP, which amended SOP shall supersede and replace any prior version and be attached hereto upon adoption. Prior to adoption and upon any amendment to the SOP, the County shall be provided the opportunity to review the SOP and request changes thereto.

If required, the SOP shall include:

3.3.1. a diagram of the helicopter tour routes and altitudes;

3.3.2. the maximum number of helicopter flights allowed per day;

3.3.3. the Operator's procedures for escorting its customers from inside Hangar 84 to its helicopters;

3.3.4. the Operator's plan to keep the ramp free of FOD (foreign object debris) and other hazards;

3.3.5. the Operator's plan to keep the landside areas of Hangar 84 and public parking area free of trash and debris;

3.3.6. the Operator's fueling plan; and

3.3.7. the Operator's plan for disposal of used petroleum, oil, and lubricant products and other hazardous substances.

3.4. Care of Premises. Operator shall keep premises neat, clean and orderly at all times. Operator shall not store anything on the premises other than those items specifically required to maintain Operator's aircraft. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

3.5. Responsible Parties. In January of each year, during the term of this Agreement, the Operator shall provide Airport Administration with the name, address, phone number, and email address for each Responsible Party related to Operator and the Services, including the owners, managers, insurance agents, and lessors of any assets used by Operator plus emergency contacts for each of the same.

3.6. Rates and Charges. In January of each year, during the term of this Agreement, the Operator shall provide Airport Administration with a list of all rates and charges for the Services provided and retail items sold by Operator.

3.7. FAA Letter of Authorization. Operator shall provide to the Airport Director, without request, a copy of any Letter of Authorization for Commercial Air Tour Operations (14 CFR Part 91 Operations), within 48 hours of receiving such Letter of Authorization from the FAA.

**4. TERM**

4.1. The term of this Agreement shall commence on March 1, 2022, and shall be in effect for as long as Moab Heli X is operating a commercial helicopter service.

**5. FEES**

5.1. Operator agrees to pay County the following fees for the Leased Premises, which fees may be adjusted annually as determined by County Fee Schedule:

5.1.1. Applicable monthly landing fees;

5.1.2. Monthly tie-down fees associated with FBO operations and management of aircraft parking spaces (if applicable);

5.1.3. Monthly water, sewer, and garbage fees; and

5.1.4. Operator Permit fee, when applicable, per the County Fee Schedule.

**6. PAYMENT .**

6.1. Place of Payment. Payment required in this Agreement shall be delivered to Grand County Clerk's office, 125 East Center Street, Moab, UT 84532 by cash or check payable to Grand County - Canyonlands Regional Airport.

6.2. Delinquent Payments. Without waiving any other right of action available to County, if Operator fails to pay any installment of Fees due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant shall pay County a late fee equal to five percent (5%) of the total said delinquent payment ("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"). If any fee or other charge remains delinquent for a period of sixty (60) days, County shall have the right to terminate this Operating Agreement.

**7. RESPONSIBILITIES:**

7.1. On or before the first day of helicopter operations of each year, Operator shall provide Airport Management a current list of all aircraft and vehicles authorized to operate airside at CNY.

7.1.1. Should the vehicle access or aircraft list change, notification to Airport Management shall be within two (2) business days of the changes or amendments.

7.1.2. All vehicles and helicopters associated with the Operator shall be marked with the name "Moab Heli X".

7.2. Airside Access.

7.2.1. Only authorized employees of the Operator shall have airside access..

7.2.1.1. Operator shall provide a list of authorized employees eligible to receive airside access. Operator shall immediately update this list upon any change in employment status.

7.2.1.2. All authorized employees must receive Airport Part 139.329 training prior to gaining airside access..

7.2.1.3. Operator shall be held strictly liable for use of airside access by unauthorized individuals associated with Operator.

7.2.1.4. All guests and customers of Operator shall be escorted by an authorized employee.

7.3. Operator is responsible for all of its owners, agents, employees, contractors, guests, invitees, and customers in areas of the Airport for which Operator has lease or other rights to use, all of whom shall strictly comply with this Agreement. Passengers, guests and bystanders shall be under constant escort by Operator at all times while on any areas of the Airport's airside locations. Operator shall maintain strict control of its customers and guests and their vehicles to preclude access to areas of the Airport to which such people or vehicles are not authorized to use.

7.4. Accident Reporting. Operator shall inform the County immediately of any accident, incident, injury, or property damage involving any of Operator's aircraft, equipment, customers, guests, or personnel that occurs on the Airport or during tour flight operations.

## 8. PROCEDURES:

8.1. Radio Communications. Operator shall comply with the following directives before, during, and after each helicopter operation:

8.1.1. Use CTAF (Common Traffic Advisory Frequency) 122.8

8.1.2. Hover, Taxi and Takeoff. Communicate departure direction and intent.

8.1.3. Comply with any other relevant Basic Safety Requirements (BSR).

8.2. Helicopter Landing. Operator shall land helicopter(s) in the designated helicopter landing zone (HLZ). Operator shall not land helicopter(s) outside of the HLZ.

8.3. Flight Routes. Operator shall furnish Airport with descriptions or maps of its flight routes.

## 9. AIRSPACE OPERATIONS:

9.1. Operator shall comply with 14 CFR Part 135: Operating Requirements at all times.

9.2. Operator shall comply in accordance with FAR Part 91.13 Careless or Reckless Operation.

9.2.1. No person may operate an aircraft in a careless or reckless manner, or endanger the life or property of another.

9.3. Operator shall comply in accordance with FAR Part 91.113 Right-of-Way Rules: Except Water Operations.

9.3.1. 91.113(g) Landing. Aircraft while on final approach to land or while landing, have the right-of-way over other aircraft in flight or operating on the surface, except that they shall not take advantage of this rule to force an aircraft off the runway surface which has already landed and is attempting to make way for an aircraft on final approach. When two or more aircraft are approaching an airport for the purpose of landing, the aircraft at the lower altitude has the right-of-way, but it shall not take advantage of this rule to cut in front of another which is on final approach to land or to overtake that aircraft.

## 10. SELF FUELING:

10.1. Self-Fueling Policy: Operator or user agrees to abide by the policies set forth in the CNY Minimum Standards.

## 11. DRUG-FREE WORKPLACE:

11.1. Drug and Alcohol Policies: Operator agrees to abide by the drug and alcohol policies set forth in the CNY Rules and Regulations.

11.2. Tenant shall adopt and enforce a policy to maintain a drug-free workplace by:

11.2.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited on the leasehold and in the airspace, and specifying the actions that will be taken against employees for violations of the prohibition.

## 12. INSURANCE:

12.1. Duty to Maintain and Prove Insurance. Operator shall obtain, carry and maintain insurance in the amounts required by the CNY Minimum Standards and this Section 12 and submit proof of the same to the County as required therein.

12.2. Minimum Scope and Limits of Insurance

12.2.1. Commercial General Liability Insurance. Operator shall maintain commercial general liability or general aviation/airport liability insurance coverage with a limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate, or the maximum amount commercially available, whichever is higher.

12.2.2. Aircraft Liability Insurance. Operator shall maintain aircraft liability insurance, including coverage for non-owned aircraft, covering personal injury and property damage for all commercial activities of Operator, whether arising out of or in connection with this Agreement or not, with a limit of not less than $250,000 per passenger with a per occurrence limit calculated by multiplying the per passenger insurance requirement by the passenger capacity of the aircraft, or the maximum amount commercially available, whichever is higher. By way of example, if an aircraft holds 6 passengers, then the per occurrence limit shall not be less than $1,500,000 ($250,000 x 6).

12.2.3. Workers' Compensation. Operator shall maintain Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Utah, or proof of a workers' compensation coverage waiver issued by the Utah Labor Commission.

12.2.4. Automobile Liability. Operator shall maintain automobile or mobile equipment liability insurance covering bodily injury and property damage in an amount not less than $1,000,000, combined single limit for each occurrence, or the maximum amount commercially available where use is airside, whichever is higher. Said insurance shall include coverage for owned, hired and non-owned vehicles and mobile equipment used in the operation of Operator's business.

12.2.5. Certificate of Insurance. On or before the first day of operations, Operator shall provide the Airport Director with certificates of insurance ("COI") to evidence the insurance required in this Section, which certificates shall be attached hereto as ***Exhibit E***.

12.2.5.1. The COI shall list Grand County as an Additional Insured.

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

12.2.7. Commercially Available Limits. In the event the coverage requirements herein are not commercially available, it shall be the Operator's responsibility to document and prove to the Airport Director the maximum coverage amount commercially available.

12.2.8. Increase in Minimum Policy Limits. For insurance with no statutory limits, policy limits shall be periodically increased or revised at the request of the County.

**13. ENFORCEMENT:**

13.1. Breach: The occurrence of any of the following shall constitute a breach of this Agreement by Operator:

13.1.1. Operator's failure to pay when due any fee or fine required to be paid under this Agreement;

13.1.2. Operator's failure to comply with Sections 11 or 12 of this Agreement, with or without notice made by Grand County;

13.1.3. Operator's failure to perform any other obligation of the Operational Protocols, including this Agreement, if the failure continues for fifteen (15) days after written Notice of Violation provided by County;

13.1.4. Three or more violations of the Operational Protocols within one year;

13.1.5. Violation of any other Lease or Agreement with the County by Tenant, which violation shall be established as provided therein;

13.1.6. Violation of federal, state, or local law;

13.1.7. Operator's conviction of a crime related to its operation or property; or

13.1.8. Conduct or behavior by Operator that demonstrates in the judgment of County or Airport Director that Operator is not able to comply with the requirements of this Agreement.

13.2. Investigation:

13.2.1. Upon signed written complaint or other reasonable documentation, including but not limited to a verbal or email complaint with specificity indicating sufficient personal knowledge of a violation or breach of the Operational Protocols, the Airport Director shall investigate the complaint/violation within a reasonable amount of time and subject to County resources and staff availability, which investigation may include collection of evidence and written or oral communication with the complainant, witnesses, and the Operator. This investigation shall be in addition to and separate from any investigation initiated by the FAA. The Airport Director may delegate their investigative power hereunder to the Sheriff or a contract investigator as needed or in the event of a conflict of interest.

13.2.2. Upon initiation of the investigation, and in the event the Airport Director determines that serious safety violations are or may be ongoing, the Airport Director may, in their sole discretion, require the Operator to cease all helicopter operations until the investigation concludes and/or the violation is cured.

13.2.3. At the conclusion of the investigation, the Airport Director shall issue written findings and:

13.2.3.1. In the event of violation, provide to the Operator a written Notice of Violation that identifies the following information:

13.2.3.1.1. the relevant regulation or law at issue;

13.2.3.1.2. the violation of the relevant regulation or law;

13.2.3.1.3. whether the violation was major (involving life and safety or liability for the County) or minor (not involving life and safety or County liability);

13.2.3.1.4. the length of the cure period or effective date of termination of this Agreement, as applicable; and

13.2.3.1.5. the amount of the fines to be assessed to the Operator under the County Fee Ordinance, including restitution for damages caused to third parties, and the deadline for payment; or

13.2.3.2. In the event of no violation, take no further action.

13.3. Violation:

13.3.1. In the event of Operator's violation or breach of the Operational Protocols, specifically including this Agreement, and pursuant to the provisions of this Section, the County shall impose and collect fines under the County Fee Ordinance from Operator and may immediately terminate this Agreement or seek other remedies available under law. The Operator's later cure of the violation shall not affect the County's reservation of remedies hereunder, in the County's sole discretion.

13.4. Appeal:

13.4.1. Operator may appeal the decision of the Airport Director or the County pursuant to the process set forth in Title 1 of the Grand County General Ordinances.

13.5. Conflict:

13.5.1. In the event of conflict between this Section and the CNY Minimum Standards or CNY Rules and Regulations, this Section shall control.

13.6. Notice:

13.6.1. Notices provided hereunder shall be deemed properly served by the Airport Director if a copy thereof is personally delivered to, posted on, or sent by registered or certified mail to the Operator at their mailing address on file with Airport Management.

## 14. INDEMNIFICATION:

14.1. Operator shall defend (with counsel acceptable to County), protect, indemnify, and hold harmless Grand County, its directors, officers, employees, agents, and representatives at all times from and against any and all liabilities, lawsuits, proceedings, liens, actions, penalties, losses, expenses, claims, judgments, demands of any nature, or damage to persons or property, including costs and expenses for legal services, arising from Operator's operations, activities, or omissions, whether an Authorized Use or not, whether on County property or not, and whether a violation of this Agreement or not. The term Operator includes Operator's officers, agents, employees, guests, customers, visitors and invitees. This Section survives termination or cancellation of the Agreement.

14.2. **Notice.** Operator agrees to notify County in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Operator has knowledge, and to cooperate with County in the investigation and defense thereof.

## 15. CANCELLATION:

15.1. Operator may cancel this Agreement by giving 30 days' advance written notice of cancellation; provided, however, that in the event of termination under Section 11, the termination may be effective immediately upon the date provided in the cancellation notice.

15.2. In the event of cancellation, Operator shall cease all Permitted Uses and related operations at the Airport on or before the effective cancellation date.

## 16. NONDISCRIMINATION

16.1. Operator agrees for its owners, managers, directors, supervisors, employees, 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.

## 17. DISABLED ACCESS COMPLIANCE

17.1. Operator agrees to comply with CODE; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Operator's compliance shall include but not necessarily be limited to the following:

17.1.1. Operator shall not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

17.1.2. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of services, programs, or activities of Operator.

17.1.3. Operator shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

17.1.4. Operator shall include language in any sublease agreement which indicates the subtenant's agreement to abide by the foregoing provisions. Operator and subtenant shall be individually responsible for their own ADA employment programs.

## 18. HAZARD REMOVAL AND MITIGATION

18.1. County will take appropriate action to assure the airspace is cleared to protect instrument and visual operations at the airport (including established minimum flight altitudes). County will also take action to assure the taxiways, runways, ramps, aprons and appurtenant aviation facilities are adequately cleared and protected by removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## 19. COMPATIBLE LAND USE

19.1. County will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including the landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which the Federal funds have been expended.

## 20. ECONOMIC NONDISCRIMINATION

20.1. County will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

20.2. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, organization, firm, or corporation to conduct or to engage in any aeronautical activity that is furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

20.2.1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof; and

20.2.2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to purchasers.

20.3. Each FSO, MSO, or SSO at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to other operators of the same, making the same or similar uses of such airport and utilizing the same or similar facilities.

20.4. Each air carrier using the airport shall have the right to service itself or to use any other service provider operator that is authorized or permitted by the airport to service any air carrier.

20.5. Each air carrier using the airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenant or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

20.6. County will not exercise or grant any right or privilege which operates to prevent any person, organization, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.

20.7. County may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

20.8. County may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport.

## 21. ASSIGNMENT

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 use this Agreement without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Agreement. 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.

## 22. SUBORDINATION

22.1. This Agreement is, and shall be, subordinate to the provisions of existing and future agreements between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as, a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport, including but not limited to the terms of any "Sponsor's Grant Assurances" or like agreement that has been or may be furnished by the County to the United States, its boards, commissions, or agencies, including without limitation the Federal Aviation Administration. Operator shall abide by the requirements of agreements entered into between the County and the United States, as applicable, and shall consent to amendments and modifications of this Agreement if required by such agreements or assurances or if required as a condition of the County's entry into such agreements. In the event that the County, through its Airports Director, reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the County and the United States, the County shall have the unilateral right to modify this Agreement, or if modification is not possible, to terminate this Agreement, to ensure the County's compliance with all such agreements with the United States.

## 23. STANDARD CONTRACT ITEMS

23.1. **Tense, Number and Gender**. Each number, tense and gender used in this Agreement shall include any other tense, number or gender where the context and the parties hereto or the context and references therein shall require.

23.2. **Exhibits Incorporated**. All exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement by reference as though fully set forth herein, whether or not actually attached.

23.3. **Modification**. No modification, amendment, or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

23.4. **Headings**. Headings are inserted in this Agreement for convenience of reference only and shall not be utilized to limit, construe or otherwise interpret this Agreement.

IN WITNESS WHEREOF, the parties have agreed and hereunto affixed their signatures.

DESERT SKY CAPITAL, LLC.
P.O. Box 3406
Basalt, CO 81621

____________________________________________________
Michael Ortiz, Hangar 84 Owner Date

LAKESHORE CHARTERS, LLC, dba MOAB HELI X (14 CFR Part 135 Air Carrier)
P.O. Box 638
Moab, UT 84532

____________________________________________________
Doug Anderson 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 Date

# EXHIBIT A

# LEASE AGREEMENT WITH ASPEN HELICOPTER OPERATIONS, LLC & DIAGRAM OF PREMISES

**AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT**

**BY AND BETWEEN**

**GRAND COUNTY UTAH**
**CANYONLANDS FIELD AIRPORT**

**AND**

**ASPEN HELICOPTER OPERATIONS, LLC**

**FOR**

**LOT 84**



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**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 2ND DAY of DECEMBER, 2020 by and between GRAND COUNTY, a municipality of the State of Utah ("County"), whose address is 125 East Center St., Moab, UT, 84532, and ASPEN HELICOPTER OPERATIONS, LLC. ("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 Field 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 and terms herein contained, and other valuable consideration, the 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. 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 each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
      i. The square footage of a fifty foot by seventy-five foot (50' x 74') lot or space having approximately 3,700 total square feet of space, hereinafter "Space," located at the Airport located on a tract of land or leased Space being more particularly described on 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

The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 2nd day of December, 2020 (hereinafter the "Effective Date") and ending on 30th day of November, 2050.

3. AGREEMENT RENEWAL

a. Subject to Section 6, so long as Tenant is not in Default, County agrees that Tenant may have the option to 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 one hundred and twenty (120) 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. Rent. Tenant agrees to pay County during Year 1 of the Initial Term the Base Rate of dollars of $70.92 as established in the County Fee Ordinance, calculated as twenty-three cents ($0.23) per square foot (3,700 sq. ft.) per year ("Rent"), PRORATED for 2020, and $925.00 ("Rent") as established in the 2021 County Fee Ordinance, calculated as twenty-five cents ($0.25) per square foot per year ("Rent").

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. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**. 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 Landlord's remedies provided by Utah statute.

6. EXPIRATION/TERMINATION

a. Upon expiration or termination of this Agreement and all Renewal Terms, the County shall take one of the following action which shall be exercised by the County in its sole discretion or the Premises shall automatically revert to the County pursuant to Section 6(b) below:

i. Restore the ground to the original condition via removal or demolition of all improvements:

1. At County's election, Tenant shall remove or demolish any Improvements to the Premises and return the site to the original condition within ninety (90) days of expiration of this Agreement or written request by the County.

2. If Tenant fails to comply with this Section 6(a)(ii), the County shall have the right to remove or demolish such Improvements and restore the ground to its original condition at the expense of the Tenant.

ii. Reversion. In lieu of the options in Section 6(a), or in the event no action is taken under Section 6(a), the Premises, and all improvements thereon, automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any lender or creditor who has a security interest against all or any portion of Tenant's interest in the Premises or this Agreement as set forth in Section 12.

1. Tenant shall thereafter have no further rights thereto or interest

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therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord 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.

2. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
3. Notwithstanding the above declaration, 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:
    a. Conveys all of Tenant's right, title, and interest in and to the Premises and improvements;
    b. Assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and,
    c. 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. 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;

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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.

8. MINIMUM STANDARDS AND RULES AND REGULATIONS

a. Compliance. Tenant represents throughout the duration of this Agreement to comply with the Airport Minimum Standards and Rules and Regulations 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 this Lease 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 accepted.

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 no notice need be given.

10. IMPROVEMENTS

a. "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.

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. 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, bond 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, 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" or "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.

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 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 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 perform 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.

14. 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.

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 such alterations, additions, installations, placement, erections or changes shall be subject to Improvement requirements in this Agreement.
   d. 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.
   e. All alterations and additions allowed under this Section shall be subject to the requirements of Section 10 (Improvements).

16. 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.

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 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.

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

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

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

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

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

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

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iii. **Ground Hangar Keepers Liability:**

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. **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. 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 paragraph upon execution of this Agreement, 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 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. 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.

h. 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. i. 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 of 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 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 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.

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 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 the 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.

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.

25. 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 Grand County, Utah.

26. 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.

27. 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 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 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.



NMB

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. Non-Exclusive Rights.

i. It is hereby specifically understood and agreed between the Parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to Tenant or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.

g. Agreement Preserves Compliance.

i. This Agreement shall be interpreted to preserve Tenant's rights and powers to comply with Federal and other governmental obligations.

h. 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 regulated modification.

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:

ASPEN HELICOPTER OPERATIONS, LLC.
Attn: Michael Ortiz
313 East Sopris Drive
P.O. Box 3406
Basalt, CO 81621-3406
Phone: 970-948-6608
E-mail: mortiz@whitestarcapital.co

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 Clerks/Auditor
125 East Center St
Moab, Utah 84532

With a Copy To:
Airport Director
110 West Aviation Way
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.

33. 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 Council, 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, County policies, County Ordinances, actions by the County Council , 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 and proper manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to complain to 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 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.

34. EVENT OF WAR OR NATIONAL EMERGENCY

a. During time of war or national emergency County shall have the right to establish and 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. AMENDMENTS.

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

37. 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.

38. 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 shall be construed under Utah law and shall be interpreted in the Moab District Court.

g. "Tenant" as used herein shall include its successors, assigns, guests, invitees, licensees, personnel, directors, officers, members, and shareholders.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

ATTEST: ____________________ 11/27/2020

Aspen Helicopter Operations, LLC (Michael Ortiz, Owner) DATE

ATTEST: Mary McGann ____________________ Mary

McGann, Grand County Council Chair DATE

ATTEST: ____________________ 03 DEC 2020

Quinn Hall, County Clerk DATE

## EXHIBIT A

## PREMISES

Description:

LOT 84 as depicted in the attached diagram consisting of 50' X 74' for a total 3,700 sq. ft.

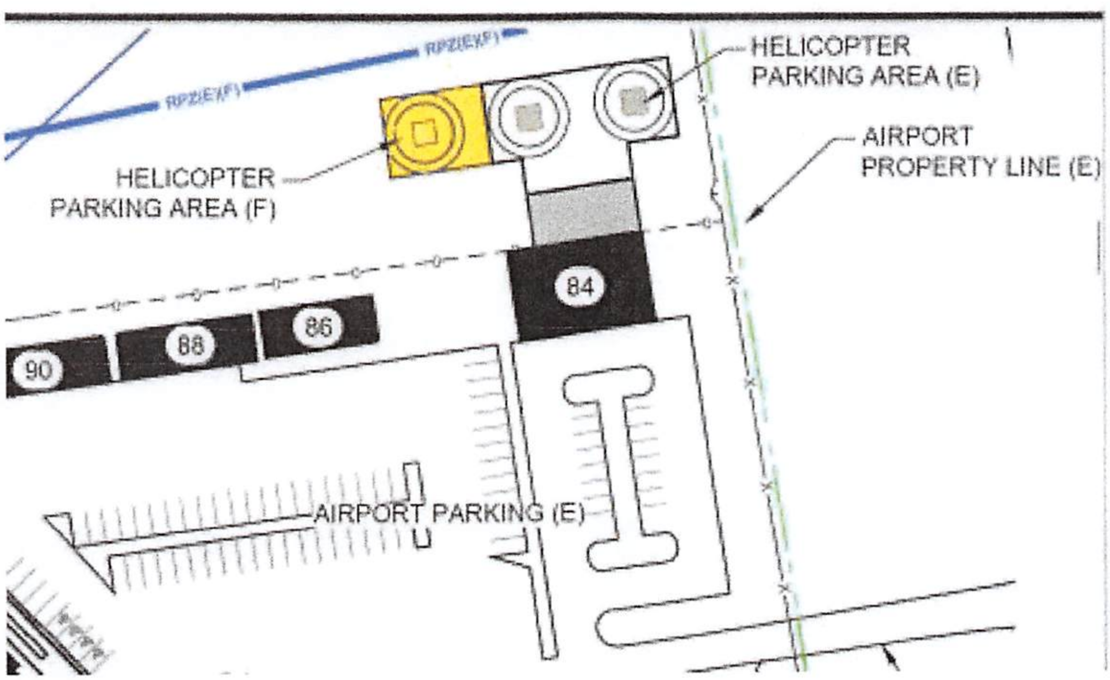


**EXHIBIT B**

## 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 AIRCRAFT**

______________________ AC NO: N 11ZG Signature ______

MAKE: ROBINSON

313 E. SOPRIS DR., PO BOX 3406
Address

MODEL: R66 TURBINE

BASALT, CO 81621
City / State / Zip

YEAR: 2017

970 948-6008
Telephone (Attach Copy of A/C Registration)

**CANYONLANDS FIELD AIRPORT**

______________________
Airport Director

**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 AIRCRAFT**

______________________ AC NO: N 11ZG Signature

MAKE: ROBINSON

313 E. SOPRIS DR., PO BOX 3406
Address

MODEL: R66 TURBINE

BASALT, CO 81621
City / State / Zip

YEAR: 2017

970 948-6608
Telephone (Attach Copy of A/C Registration)

**CANYONLANDS FIELD AIRPORT**

Airport Director

# EXHIBIT B

# ASSIGNMENT OF ABOVE LEASE TO DESERT SKY CAPITAL, LLC

## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "Assignment") dated as of December 21, 2021 (the "Effective Date") is entered into by and between **ASPEN HELICOPTER OPERATIONS, LLC**, a Delaware limited liability company ("Assignor"), and **DESERT SKY CAPITAL, LLC,** a Delaware limited liability company ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is the lessee under that certain Airport Property Lease and License Agreement dated December 2, 2020 (the "Lease") by and between Grand County, a municipality of Utah ("Lessor"), as lessor, and Assignor, as lessee, with respect to Lot 84 at the Canyonlands Field Airport in Grand County, Utah.

WHEREAS, Assignor desires to assign its interest as lessee under the Lease to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, Assignor and Assignee hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby transfers, assigns and sets over to Assignee all of its right, title and interest as lessee under, in and to the Lease.

2. Assumption. As of the Effective Date, Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease and agrees to perform all covenants, agreements and obligations of the Assignor under the Lease arising or accruing on and after the Effective Date.

3. Indemnity. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and its employees, contractors and agents from and against any and all claims, damages, losses, costs and expenses (including attorney's fees) asserted against or incurred by Assignor and arising out of or in connection with obligations under the Lease to be performed by Assignee on or after the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and its employees, contractors and agents from and against any and all claims, damages, losses, costs and expenses (including attorney's fees) asserted against or incurred by Assignee and arising out of or in connection with obligations under the Lease to be performed by Assignor before the Effective Date.

4. Miscellaneous.

(a) This Assignment is made "as-is" and "where-is," without any representations or warranties express or implied, including, without limitation, implied warranties of fitness for any particular purpose or merchantability or any other warranties whatsoever.

(b) This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Ent 544129 Bk 932 Pg 139 – 141
Date: 04-MAR-2022 1:40:14PM
Fee: $40.00 Check Filed By: BDS
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE COMPAN
Y

[signature page follows immediately]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease as of the Effective Date.

**ASSIGNOR:**

**ASPEN HELICOPTOR OPERATIONS, LLC**

A Delaware Limited Liability Company

By: ______________________

Name: Michael Ortiz

Title: Manager

CHRISTINE E. GREEN
Notary Public State of Utah
My Commission Expires on:
September 5, 2022
Comm. Number: 702215

**ASSIGNEE:**

**DESERT SKY CAPITAL, LLC**

A Delaware Limited Liability Company

By: ______________________

Name: Michael Ortiz

Title: Manager

CHRISTINE E. GREEN
Notary Public State of Utah
My Commission Expires on:
September 5, 2022
Comm. Number: 702215

STATE OF UTAH {
} SS.
COUNTY OF GRAND {

On the 11th day of February , 2022, personally appeared before me Michael Ortiz, Manager of Aspen Helicopter Operations, LLC and that the within instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and he duly acknowledged to me that said Limited Liability Company executed the same.

Christine E Green
Notary Public

STATE OF UTAH {
} SS.
COUNTY OF GRAND {

On the 11th day of February, 2022, personally appeared before me Michael Ortiz, Manager of Desert Sky Capital, LLC and that the within instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and he duly acknowledged to me that said Limited Liability Company executed the same.

Christine E Green
Notary Public

# EXHIBIT C

# MOAB HELI X SIGN & LANDSCAPE PLAN

Moab Helicopter Expeditions, LLC
Phone: +1 970 948-6608
E-Mail: michael@moabhelix.com
www.moabhelix.com

PO Box 3406
Basalt, CO 81621

# Sign & Landscape Plan

**Background**
Desert Sky Capital, LLC recently purchased Hangar 4 at 84 W Aviation Way from Aspen Helicopter Operations, LLC. Desert Sky Capital, LLC members include Lakeshore Charters, LLC, Michael Ortiz and Roberta Cunningham.

Lakeshore Charters is based in Kenosha, WI and is affiliated with Lakeshore Helicopter, LLC. Combined they provide helicopter flight training, maintenance, rentals, tours and charters. They will be operating Part 135 and Part 91 in CNY dba Moab Heli X. The focus of the business will be more on the Part 135, providing backcountry trips and experiences.

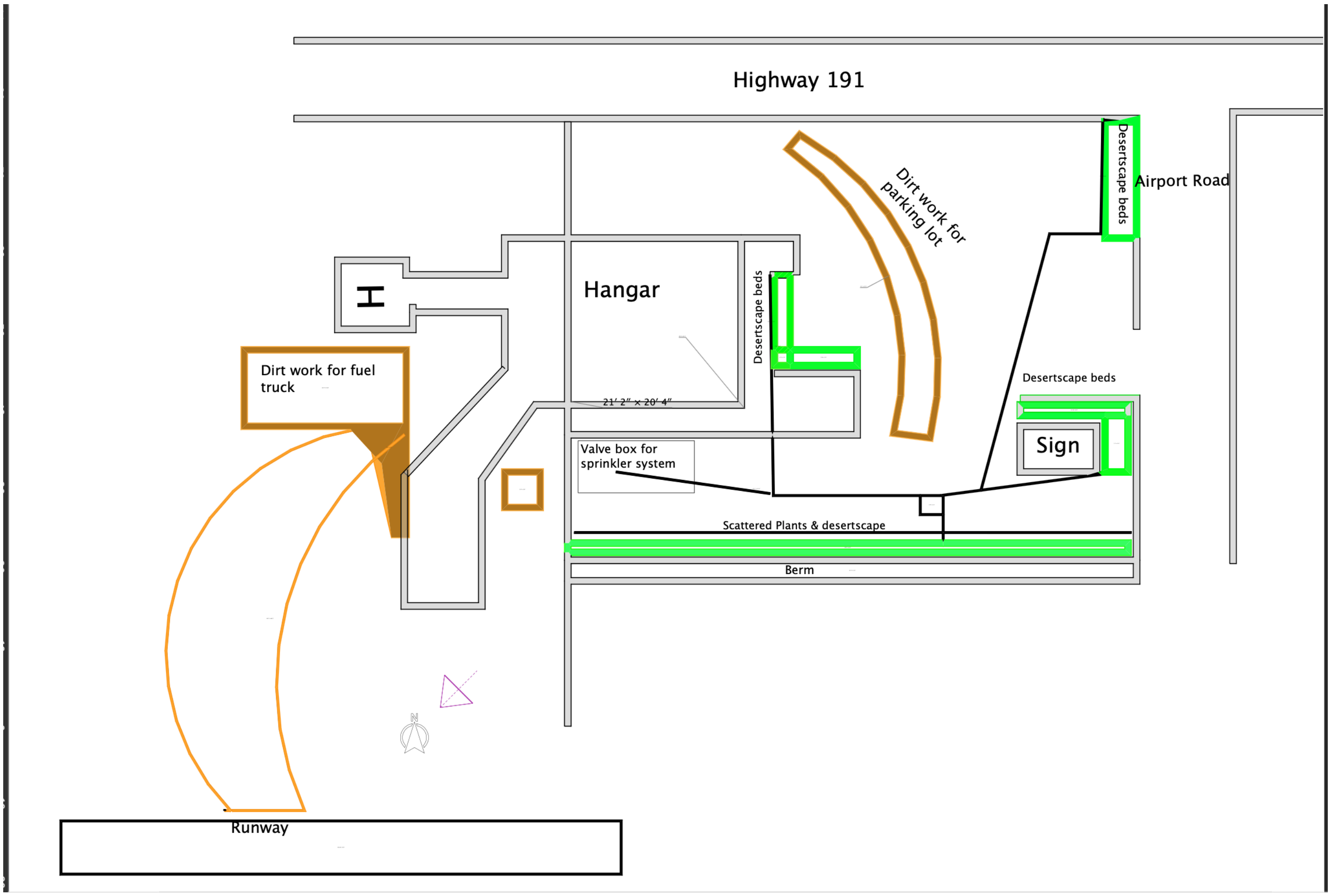
Desert Sky Capital, LLC, the ground lessee / owner of Hangar 4 at 84 W Aviation Way respectfully requests approval to allow Moab Heli X to post the following signage on and near Hangar 4:

Landside – Same size as previous sign. Approximately 6’ x 4’. Lighting – one shielded 100W flood.

Landside – Highway side. Approximately 10’ x 6.5’. Two shielded 100W floods.

Front post sign – Approximately 3’ x 2.5’. No lighting

Landscaping and Groundwork Plan




As quoted from our contractor:

“Hi Michael, here are the individualized budget estimates for the hangar project as well as an updated plan attached. Please note these are all ballpark estimates and may be subject to some discrepancy. If any of the costs seem too much, please let me know and we will see what we can save on but these estimates should give us freedom to do everything at a professional level.

*Already completed*

**Initial Cleanup- $850 in man hours (34 total hours):** 14 Hours working on the berm facing the airport side ($300) with 5 of those hours being the side of the berm facing the hangar that we will be planting on as well as some more work to be done once we have equipment to clear out some large concrete pillars stowed inside the ditch of the berm. 8 hours removing weeds, weed whacking, and cleaning the front of the hangar. 6 hours of the same work on the runway side of the hangar. 6 hours split between each part of clean-up for transport and dumping weeds**.** No material cost, just man hours split between the front and back of the hangar as well as the berm facing the airport side.

**Dirt work- (approx. $2000 not including man hours)** Equipment rental for 5-7 days is approx. $500. We will also need a couple (2-4) loads of gravel and road base delivered for the dirt work which comes out to be about $500 a load so $1000-$2000 for materials in this step. We will also utilize the piles of material next to the runway & parking lot of the hangar for this part of the project.

**Irrigation system- (approx. $2,800 total)** approx. $1800 in materials estimated to do a top of the line irrigation install. This includes tying it into the existing water lines, using nice valves, and putting drains into the system. The man hours on this step of the project will vary largely depending on if we dig the trenches by hand or rent a trencher and have all of the utility lines around the hangar blue staked. All of the water lines running to the building are laid 6 feet beneath the surface to reduce the chance of freezing but this will be a bigger task as far as digging so expect about another $1000 between man hours and renting equipment to actually get the lines in place.

**Flagstone raised desertscape beds- (approx. $2500 + man hours)** We will be purchasing pallets of sandstone flagstone for the raised desertscape beds at $800-1000 per pallet. We should need between 2-3 pallets + cost of man hours.
**Plants-** We're looking to start with planting 25-35 different native & desert plants, shrubs, bushes, grasses, and cactus valued at **(approx. $500-$1000) + man hours"**

Being the first hangar as one enters the airport, we feel that this project is not only for good for our business, but will also to help the airport create a more interesting and positive entrance. This is easily accomplished with cleanup and brush removal which has already been done, simple landscaping and dirt work.

The dirt work on the airside is important to alleviate mud and drainage issues. We need to improve the drainage between the first and second helipads and provide a mud free path to the ramp. This will greatly reduce the amount of FOB on the ramp from fuel trucks and other vehicles.

We would also like to suggest that the billboard at the entrance to CNY be placed further away from the main entrance to the airport.

Any landscaping around the hangar is certainly our cost. We would like the airport to consider some level of financial assistance with the parts of the project that also benefit the airport community.

Thank you and kind regards,

# EXHIBIT D

# AIRCRAFT TAIL NUMBERS

| AIRCRAFT N# | AIRCRAFT TYPE | CALL SIGN |
|---|---|---|
| N11ZG | Robinson R66 Turbine | |
| ~~N98VL~~ | ~~Robinson R44 II Raven~~ | |

# EXHIBIT E

# BUSINESS LICENSE

**30764**
NOT TRANSFERABLE

From: March 21, 2023
Expires: December 31, 2023

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Moab Helicopter Expeditions, LLC in conformity to the Laws of the State of Utah, to conduct a Helicopter Tours business at 84 Aviation Way-Hangar 4 in Grand County, State of Utah, commencing for the same on 03/21/2023 and ending on 12/31/2023. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day March 24, 2023.

**Deputy Clerk**

**County Clerk**

# EXHIBIT F

# CERTIFICATES OF INSURANCE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2023

**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**
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919
FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | State National Insurance Company, Inc. | 12831 |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Moab Helicopter Expeditions LLC
84 W Aviation Way
Moab, UT 84532

## COVERAGES

**CERTIFICATE NUMBER:** 159332016 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | X | | NXTFXTD97L-00-GL | 03/29/2023 | 03/29/2024 | EACH OCCURRENCE | $1,000,000.00 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000.00 |
| | | | | | | | MED EXP (Any one person) | $15,000.00 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000.00 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000.00 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000.00 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>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)**

The Certificate Holder is Grand County. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

## CERTIFICATE HOLDER

Grand County
125 E Center St
Moab, UT 84532

**LIVE CERTIFICATE**

Click or scan to view

## 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

CHUBB

555 S. Flower Street, 3rd Floor,
Los Angeles, CA, 90071
Tel 213-612-5360
Fax 213-612-5731

| | | | |
|---|---|---|---|
| **TO:** | Heather Ross \| Cathryn Tweedy<br>ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC,<br>LAS VEGAS, Nevada, 89134-0527 | **FROM:** | Rosalind Doby |
| **EMAIL:** | heather_ross@ajg.com \|<br>cathryn_tweedy@ajg.com | **DATE SENT:** | November 14, 2022 |

SUBJECT: **Desert Sky Capital, LLC (fka: Aspen Helicopter Operations, LLC)**

COMMENTS: We have pleasure in enclosing our Aviation Operations binder(s) and premium invoice(s) in respect of the referenced Insured.

Commission to your office is as follows: **15.00%**

Thank you for placing this business with Chubb.

Best Regards,

Rosalind Doby

Rosalind Doby

CHUBB
555 S. Flower Street, 3rd Floor
Los Angeles, CA 90071
Tel 213-612-5360
Fax 213-612-5731

| | | | |
|---|---|---|---|
| **TO:** | Heather Ross \| Cathryn Tweedy<br>ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC<br>LAS VEGAS, Nevada 89134-0527 | **FROM:** | Rosalind Doby |
| | | **RISK ID:** | 06OWX6 |
| **EMAIL:** | heather_ross@ajg.com \|<br>cathryn_tweedy@ajg.com | **DATE SENT:** | November 14, 2022 |

**AVIATION OPERATIONS LIABILITY BINDER**

WITH

**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**

(AA S&P, A++ BEST)

In accordance with your instructions we have bound the insurance described below. This binder will be replaced by the policy when issued. **Policy No: AAP N10710728 002**

Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this binder are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

**NAMED INSURED:** **Desert Sky Capital, LLC (fka Aspen Helicopter Operations, LLC)**

**NAMED INSURED'S ADDRESS:** 750 S. Starwood Avenue
Aspen, Colorado, 81611

**PERIOD:** From: December 1, 2021 To: December 1, 2024
both days at 12:01 a.m. Local Time at the address of the Named Insured

**PERIOD HEREON:** **From: December 1, 2022 To: December 1, 2023**
**both days at 12:01 a.m. Local Time at the address of the Named Insured**

**INTEREST:** The Insured's legal liability to which this policy applies, arising out of the Insured's Aviation operations at the following airport location(s):

| F.A.A. ID | State | Name |
|---|---|---|
| KCNY | UT | Premises necessary and/or incidental to your "Aviation Operations" at Hangar 4, Canyonlands Field Airport, Moab, UT |

**SUM INSURED:** $2,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

| | |
|---|---|
| Products-Completed Operations Annual Aggregate Limit. . . . . . . . . . . . . . . . . . . . . . . . | Not Insured |
| Personal Injury and Advertising Injury Annual Aggregate Limit. . . . . . . . . . . . . . . . . . | $2,000,000 |
| Malpractice Annual Aggregate Limit. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | Not Insured |
| Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit. . . . . . | Not Insured |
| Fire Damage Limit Any One Fire. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $50,000 |
| Medical Expense Limit Any One Person. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $1,000 |
| Hangarkeepers not “in flight” Limit Any One Occurrence. . . . . . . . . . . . . . . . . . . . . . . . | $1,000,000 |
| Hangarkeepers not “in flight” Limit Any One Aircraft. . . . . . . . . . . . . . . . . . . . . . . . . . | $1,000,000 |
| Non-Owned Aircraft Liability Limit Any One Occurrence. . . . . . . . . . . . . . . . . . . . . . . . | Not Insured |

**DEDUCTIBLE:**

| | |
|---|---|
| $1,000 | Hangarkeepers Liability Any One Aircraft |
| $1,000 | Hangarkeepers Liability Any One Occurrence |

**CONDITIONS:** The Aviation Operations Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause
Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
10 days notice for non-payment of premium. This provision does not override the Automatic
Termination review or cancellation provisions of endorsements AAP 203 and AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP CO (11/99) Colorado Changes - Cancellation and Nonrenewal

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Schedule of Policy Forms applicable to airports and locations in: **Colorado**

| Form Reference and Edition | Title |
|---|---|
| AAP 200 (05/21) | Airport Owners and Operators General Liability Policy - Jacket |
| AAP 201 (11/99) | Airport Owners and Operators General Liability Policy - Declarations |
| AAP 201S (11/99) | Airport Owners and Operators General Liability Policy - Schedule of Endorsements |
| AAP 202 (11/99) | Airport Owners and Operators General Liability Policy - Policy Provisions |
| AAP 207 (11/04) | Additional Insured - Designated Person or Organization |

| | |
|---|---|
| | *Name of Person or Organization Grand County*<br>*Airport Director*<br>*110 West Aviation Way*<br>*Moab, Utah 84532* |
| AAP 210 (11/99) | Amendment of Deductible Amounts and Conditions Endorsement |
| AAP 212 (11/99) | Fees and Expenses Included in Deductible Endorsement |
| **AAP 233 (11/99)** | **Three Year Policy Endorsement** |
| AAP 237 (11/99) | Nuclear Risks Exclusion Clause |
| AAP 242 (11/99) | Personal Injury Limitation Endorsement |
| AAP 243 (11/99) | Airport Operations Change Endorsement |
| AAP 248 (11/99) | Volunteers Endorsement |
| **AAP 253 (11/99)** | **Three Year Policy Second Annual Period**<br>***Additional premium $3,137*** |
| AAP 255 (03/08) | Date Recognition Limited Coverage Endorsement |
| AAP 256 (11/99) | Date Recognition Exclusion Endorsement |
| AAP 273 (11/03) | Pollution Endorsement |
| AAP 275 (01/15) | Limited Terrorism Coverage Endorsement |
| AAP 277 (01/06) | Silica And Silica-Related Dust Exclusion |
| AAP 306 (03/08) | Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement |
| AAP 307 (03/08) | Amendment to Supplementary Payments (Court Cost) Endorsement |
| AAP 316 (02/21) | Exclusion - Access or Disclosure of Confidential or Personal Information - Advertising Injury or Personal Injury |
| AAP 317 (01/22) | Exclusion – Perfluorinated Chemicals |
| ALL-20887 (10/06) | ACE Producer Compensation Practices & Policies |
| ALL-21101 (11/06) | Trade or Economic Sanctions Endorsement |
| ALL-22368 (6/07) | Colorado Fraud Statement |
| IL P 001 (01/04) | U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders |
| TRIA15e (08/20) | Policyholder Disclosure Notice of Terrorism Insurance Coverage |

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Schedule of Policy Forms applicable to airports and locations in: **Utah**

| Form Reference and Edition | Title |
|---|---|
| 9001-UT (11/00) | Utah Changes |
| AAP 200 (05/21) | Airport Owners and Operators General Liability Policy - Jacket |
| AAP 201 (11/99) | Airport Owners and Operators General Liability Policy - Declarations |
| AAP 201S (11/99) | Airport Owners and Operators General Liability Policy - Schedule of Endorsements |
| AAP 202 (11/99) | Airport Owners and Operators General Liability Policy - Policy Provisions |
| AAP 207 (11/04) | Additional Insured - Designated Person or Organization<br>*Name of Person or Organization Grand County*<br>*Airport Director*<br>*110 West Aviation Way*<br>*Moab, Utah 84532* |

| | |
|---|---|
| AAP 210 (11/99) | Amendment of Deductible Amounts and Conditions Endorsement |
| AAP 212 (11/99) | Fees and Expenses Included in Deductible Endorsement |
| **AAP 233 (11/99)** | **Three Year Policy Endorsement** |
| AAP 237 (11/99) | Nuclear Risks Exclusion Clause |
| AAP 242 (11/99) | Personal Injury Limitation Endorsement |
| AAP 243 (11/99) | Airport Operations Change Endorsement |
| AAP 248 (11/99) | Volunteers Endorsement |
| **AAP 253 (11/99)** | **Three Year Policy Second Annual Period**<br>*Additional premium $3,137* |
| AAP 255 (03/08) | Date Recognition Limited Coverage Endorsement |
| AAP 256 (11/99) | Date Recognition Exclusion Endorsement |
| AAP 273 (11/03) | Pollution Endorsement |
| AAP 275 (01/15) | Limited Terrorism Coverage Endorsement |
| AAP 277 (01/06) | Silica And Silica-Related Dust Exclusion |
| AAP 306 (03/08) | Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement |
| AAP 307 (03/08) | Amendment to Supplementary Payments (Court Cost) Endorsement |
| AAP 316 (02/21) | Exclusion - Access or Disclosure of Confidential or Personal Information - Advertising Injury or Personal Injury |
| AAP 317 (01/22) | Exclusion – Perfluorinated Chemicals |
| ALL-20887 (10/06) | ACE Producer Compensation Practices & Policies |
| ALL-21101 (11/06) | Trade or Economic Sanctions Endorsement |

| | |
|---|---|
| **PERIOD GL Premium:** | **$3,137** |
| **PERIOD TRIA Premium:** | **Not Purchased** |
| **PERIOD WAR Premium:** | **Not Purchased** |
| **TOTAL:** | **$3,137** |

Please read this document carefully and advise us of any discrepancies immediately.

On behalf of ACE Property and Casualty Insurance Company

By Rosalind Doby

Authorized Representative

STARR
INSURANCE COMPANIES
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

## Certificate of Insurance

**Certificate Holder:** GRAND COUNTY, UTAH
CANYONLANDS REGIONAL AIRPORT
110 AVIATION WAY
MOAB, UT 84532

**Named Insured:** LAKESHORE HELICOPTERS, LLC AND LAKESHORE CHARTERS, LLC
9120 62ND STREET
KENOSHA, WI 53144

**Policy Period:** From: OCTOBER 26, 2022 To: OCTOBER 26, 2023
**Policy Number:** 1000313656-01
**Issuing Company:** STARR INDEMNITY & LIABILITY COMPANY

**This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).**

| Year | Aircraft: Make and Model | Reg No. | Insured Value | Deductibles NIM / IM | Liability Limit | |
|---|---|---|---|---|---|---|
| 2017 | ROBINSON R66 TURBINE | N11ZG | $ 800,000. | $ 500/10% | $ 1,000,000. | 100,000. |
| | | | $ | $ | $ | |
| | | | $ | $ | $ | |
| | | | $ | $ | $ | |
| | | | $ | $ | $ | |
| | | | $ | $ | $ | |

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT SOLELY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THAT PERSON OR ORGANIZATION.

AN E-MAIL ADDRESS FOR THE CERTIFICATE HOLDER MUST BE PROVIDED TO RECEIVE A NOTICE OF CANCELLATION AGREEMENT AS IT WILL BE SENT ELECTRONICALLY. ONCE RECEIVED, THE CERTIFICATE WILL BE AMENDED ACCORDINGLY.

Certificate Number: 27.1
Issued By and Date: FEBRUARY 01, 2023 (MS)

By ______________________
(Authorized Representative)

# ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N11ZG

(Only the clause(s) indicated by an "X" shall apply.)

☐ The scheduled persons or organizations are included as additional insured.

☐ The scheduled persons or organizations are the registered owner of ______________ and are included as additional insured.

☐ The scheduled persons or organizations are included as additional insured but only as respects liability coverages.

☒ The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.

☐ The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured.**

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name GRAND COUNTY, UTAH
Address CANYONLANDS REGIONAL AIRPORT
110 AVIATION WAY
MOAB, UT 84532

All other provisions of this policy remain the same.

This endorsement becomes effective FEBRUARY 1, 2023 to be attached to and hereby made a part of:
Policy No. 1000313656-01
Issued to LAKESHORE HELICOPTERS, LLC AND LAKESHORE CHARTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 25
Date of Issue FEBRUARY 1, 2023 (MS) By ______________________
(Authorized Representative)

State of Utah

SPENCER J. COX
*Governor*

DEIDRE M. HENDERSON
*Lieutenant Governor*

**Labor Commission**
JACESON R. MAUGHAN
*Commissioner*

**Industrial Accidents Division**
RONALD L. DRESSLER
*Division Director*

# ISSUED WAIVER

Moab Helicopter Expeditions LLC
PO Box 638
Moab, UT 84532

Waiver # 5173633
Effective Date: 04/14/2023
Expiration Date: 04/14/2024

Thank you for applying for a Workers' Compensation Coverage Waiver (WCCW). Based on the information submitted, we have **approved your waiver** request. For a verification of the status of the waiver for your records, or any perspective employer's reference, please go to the Labor Commission website at https://webaccess.laborcommission.utah.gov/wccoveragewaivers/verification and enter your business name and waiver number exactly as it shows above, including punctuation. The status screen can then be printed. The following individuals are included on this waiver:

Michael Skiles

Michael Ortiz

By accepting the WCCW, your company affirms the following:

- It employs no other employees on the day on which the Commission issues the WCCW to the business entity;
- The individuals listed above personally waive their entitlement to the benefits provided by a workers' compensation insurance policy, in accordance with sections 34A-2-103 and 34A-2-104 of Utah code;
- The business entity listed above is engaged in an independently established trade, occupation, profession or business; and,
- As of the day on which a business entity employs an employee other than an owner, partner, or corporate officer or director, (a) the business entity's waiver is invalid; and (b) the business entity is required to provide workers' compensation coverage for that employee in accordance with Section 34A-2-201. (Please note that benefits provided by a workers' compensation policy can still be waived by an owner, partner, corporate officer or director through an endorsement to a workers' compensation insurance policy. For details, see an insurance agent or broker to find an insurance carrier that is authorized to issue a workers' compensation insurance policy in Utah.)

The WCCW expires on **04/14/2024**, which is one year from the day on which it was issued. It is your responsibility to renew the waiver. The Labor Commission will not automatically renew the waiver. If the desire to receive a renewal reminder was indicated during the application process, a reminder notice will be sent to the email address on the waiver application. It is the waiver holder's responsibility to update the email address.

To renew the WCCW, the business entity shall go to the Labor Commission website at https://webaccess.laborcommission.utah.gov/wccoveragewaivers/ and apply for a waiver renewal. Also, please submit the updated, required documentation and pay the required, non-refundable application processing fee. Please note that a new waiver number will be assigned when the waiver renewal is approved.

At any time, the Commission may investigate a business entity to determine whether it validly remains eligible for a WCCW. If the Commission determines that a business entity no longer qualifies for a waiver, the Commission may initiate the process to revoke the waiver through informal adjudicative proceedings. In addition, the Commission may take action against the business entity for failure to obtain workers' compensation coverage for an employee.

Please visit the Utah Labor Commission website at *www.laborcommission.utah.gov* for more information regarding waivers. For any additional questions contact us by phone at 801-530-6268 or intrastate toll free (800) 530-5090, or email WCCW@utah.gov.

**Tara Collins <tcollins@grandcountyutah.net>**

# Fwd: USAA Auto Insurance Confirmation

1 message

**Michael Ortiz** <mortiz@whitestarcapital.co> Mon, Jul 17, 2023 at 3:49 PM
To: Tara Collins <tcollins@grandcountyutah.net>, Tammy Howland <thowland@grandcountyutah.net>

Auto No 2.

---------- Forwarded message ---------
From: **USAA** <USAA.Customer.Service@mailcenter.usaa.com>
Date: Mon, Jul 17, 2023 at 3:42 PM
Subject: USAA Auto Insurance Confirmation
To: <MORTIZ@whitestarcapital.co>

To ensure delivery to your inbox, please add USAA.Customer.Service@mailcenter.usaa.com to your address book.

**USAA SECURITY ZONE**
Michael
Ortiz
USAA # ending in:1724

## Auto Insurance Confirmation

Dear Michael S Ortiz,

Please use this as confirmation of auto insurance; however, this doesn't take the place of an insurance identification card.

| | |
|---|---|
| **Registered owner:** | MRS ROBERTA J CUNNINGHAM |
| **Policy number:** | GAR 008801724 7104 |
| **Policy effective date:** | July 18, 2023 |
| **Policy expiration date:** | January 18, 2024 |
| **Vehicle:** | 2021 JEEP WRANGLER |
| **VIN:** | 1C4JJXFM6MW744337 |
| **Bodily injury liability limit:** | $1,000,000 |
| | each person / |

| | |
|---|---|
| | $1,000,000 each accident |
| **Property damage liability limit:** | $100,000 each accident |
| **Comprehensive deductible:** | $1,000 |
| **Collision deductible:** | $1,000 |
| **Additional insured** | CANYON LAND REGIONAL AIRPORT, GRAND COUNTY UTAH<br>125 CENTER ST<br>MOAB, UT 84532 |

This confirmation of coverage neither affirmatively nor negatively amends, extends or alters the coverage given by the policy issued by Garrison Property and Casualty Insurance Company.

## How to Contact Us

Thank you for choosing us for your auto insurance needs. If you have any questions, please contact us using one of the following options:

**Phone:** 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722

**Fax:** 800-531-8877

Thank you,

Garrison Property and Casualty Insurance Company

Please do not reply to this e-mail.
To contact USAA, visit our secure contact page.

**Privacy Promise**

Garrison Property and Casualty Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288

**93127-1221**

**Tara Collins <tcollins@grandcountyutah.net>**

# Fwd: USAA Auto Insurance Confirmation

2 messages

**Michael Ortiz** <mortiz@whitestarcapital.co> Mon, Jul 17, 2023 at 3:48 PM
To: Tara Collins <tcollins@grandcountyutah.net>, Tammy Howland <thowland@grandcountyutah.net>

Auto Insurance for Moab Heli X. It took a while, but now done. One more auto to follow...

---------- Forwarded message ---------
From: **USAA** <USAA.Customer.Service@mailcenter.usaa.com>
Date: Mon, Jul 17, 2023 at 3:45 PM
Subject: USAA Auto Insurance Confirmation
To: <MORTIZ@whitestarcapital.co>

To ensure delivery to your inbox, please add USAA.Customer.Service@mailcenter.usaa.com to your address book.

**USAA SECURITY ZONE**
Michael
Ortiz
USAA # ending in:1724

## Auto Insurance Confirmation

Dear Michael S Ortiz,

Please use this as confirmation of auto insurance; however, this doesn't take the place of an insurance identification card.

| | |
|---|---|
| **Registered owner:** | MRS ROBERTA J CUNNINGHAM |
| **Policy number:** | GAR 008801724 7104 |
| **Policy effective date:** | July 18, 2023 |
| **Policy expiration date:** | January 18, 2024 |
| **Vehicle:** | 2010 LANROVER LR4 |
| **VIN:** | SALAM2D42AA534901 |
| **Bodily injury liability limit:** | $1,000,000 |
| | each person / |

| | |
|---|---|
| | $1,000,000 each accident |
| **Property damage liability limit:** | $100,000 each accident |
| **Comprehensive deductible:** | $1,000 |
| **Collision deductible:** | $1,000 |
| **Additional insured** | CANYON LAND REGIONAL AIRPORT, GRAND COUNTY UTAH<br>125 CENTER ST<br>MOAB, UT 84532 |

This confirmation of coverage neither affirmatively nor negatively amends, extends or alters the coverage given by the policy issued by Garrison Property and Casualty Insurance Company.

## How to Contact Us

Thank you for choosing us for your auto insurance needs. If you have any questions, please contact us using one of the following options:

**Phone:** 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722

**Fax:** 800-531-8877

Thank you,

Garrison Property and Casualty Insurance Company

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**Tara Collins** <tcollins@grandcountyutah.net> Tue, Jul 18, 2023 at 11:32 AM
To: Michael Ortiz <mortiz@whitestarcapital.co>
Cc: Tammy Howland <thowland@grandcountyutah.net>

Hi Michael,
Thank you for these 2 auto policy certificates.

Tara Collins
Assistant to CNY Airport Director
(435) 259-4849
tcollins@grandcountyutah.net

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# V. SUBJECT PROPERTIES OVERVIEW

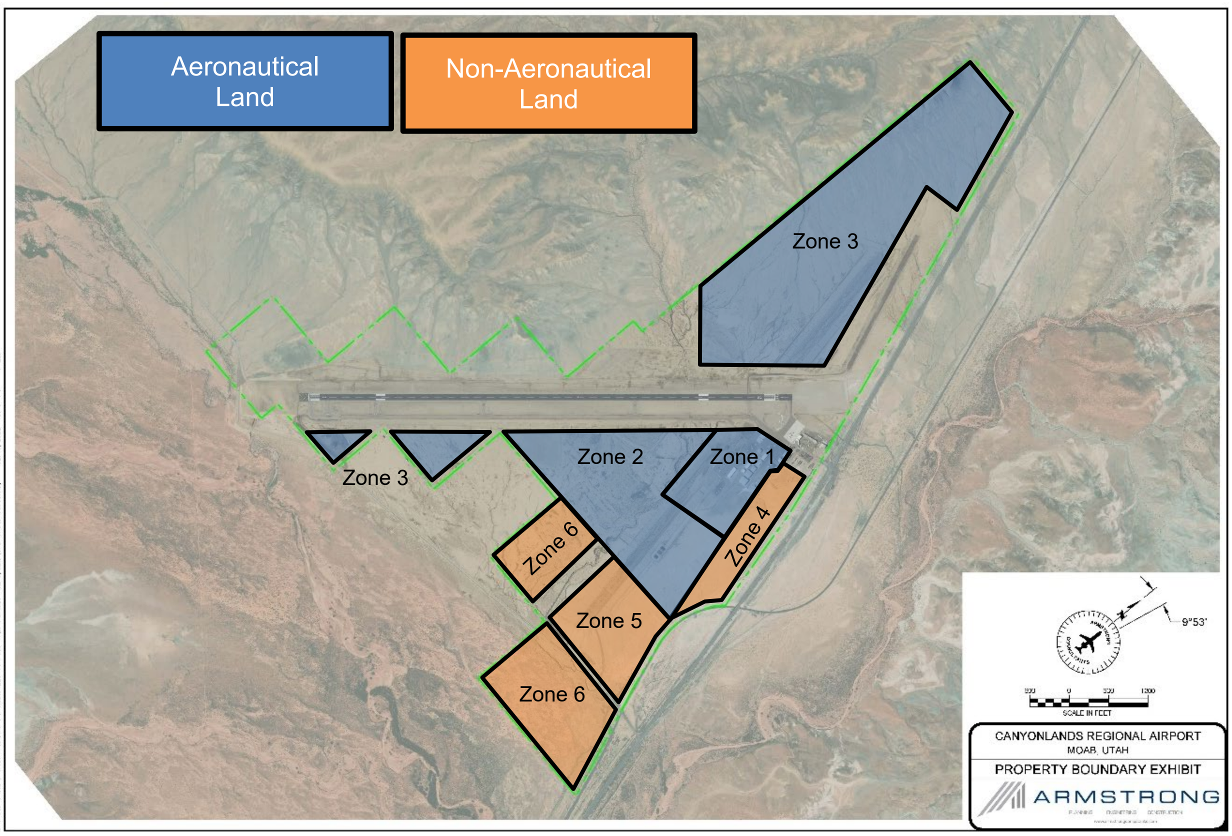
## A. Subject Properties

The Subject Properties consists of Aeronautical Land (Improved and Unimproved) and Non-Aeronautical Land located at the Airport that is leased or available for lease from the County. The Subject Properties are summarized in Table 5 and Figure 5.

**Table 5 – Subject Properties Overview**

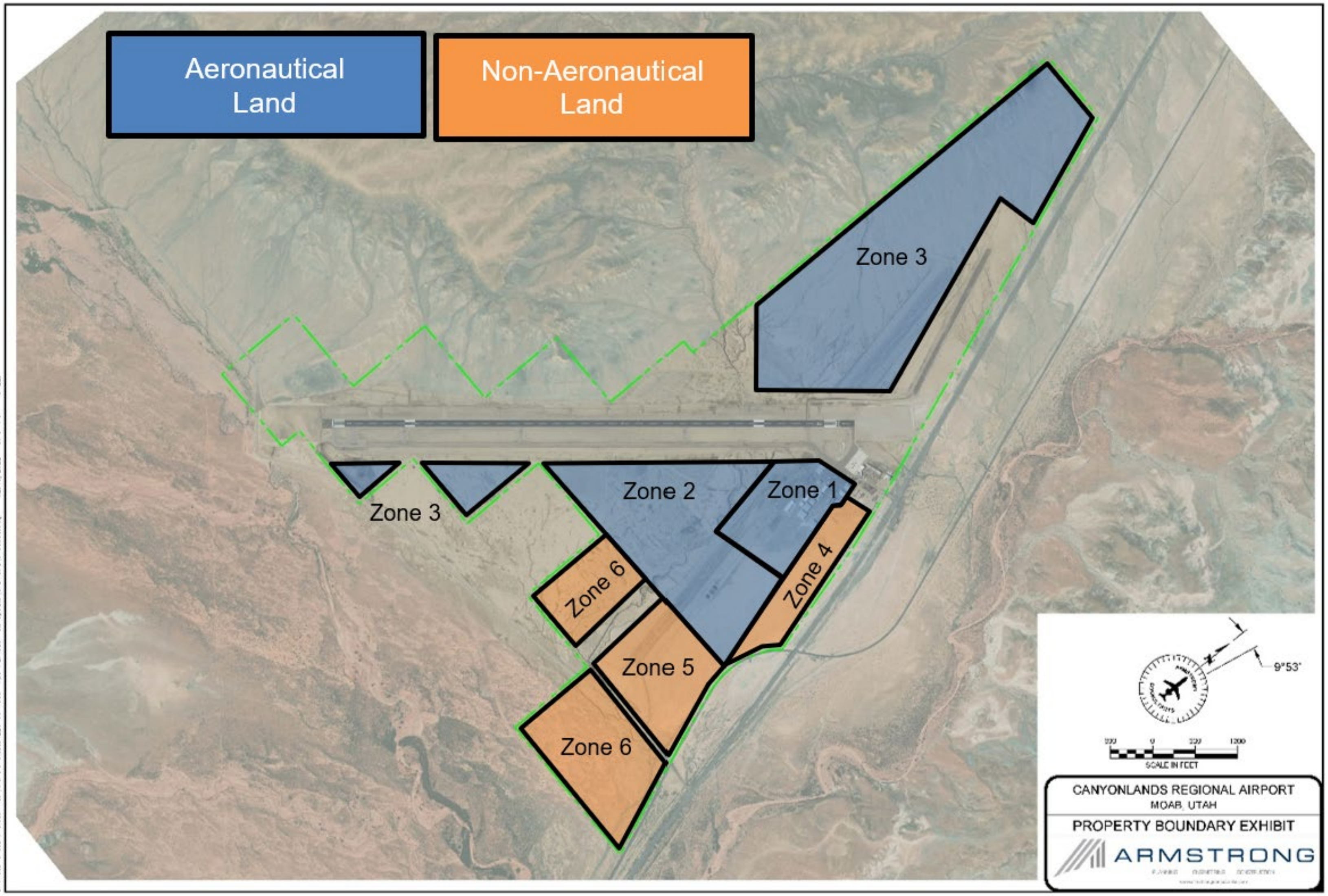
| Subject Properties Overview | | | |
|---|---|---|---|
| Component | Identiifcation | Size (SF) | Access |
| Aeronautical Land | Zone 1 | Varies | Good |
| | Zone 2 | | Average |
| | Zone 3 | | Fair |
| Non-Aeronautical Land | Zone 4 | | Average |
| | Zone 5 | | Fair |
| | Zone 6 | | Poor |

**Figure 5 – Subject Properties Map**




For reference purposes only

**Figure 1 – Subject Properties Map**

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# Airport Rent Study

Grand County, Utah

*Canyonlands Regional Airport*

March 8, 2023

March 8, 2023

Tammy Howland
Airport Director
Canyonland Regional Airport
110 West Aviation Way
Moab, Utah 84532

RE: Airport Rent Study

Dear Tammy:

This summary report conveys Aviation Management Consulting Group (AMCG) and Decker Associates' (AMCG team's) opinion of market rent for certain aeronautical and non-aeronautical land located at Canyonlands Regional Airport which is currently leased or available for lease from Grand County.

The AMCG team is pleased to have been called on to conduct this study (which excluded a physical inspection of the Subject Properties) and provide an opinion of market rent. Please contact me if you have any questions pertaining to this analysis or the conclusions reached.

Helping your aviation management excellence,

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group

Robert D. Decker, MAI
Appraiser
Decker Associates
Utah Temp License No. 5479949-TCGO

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# I. EXECUTIVE SUMMARY

| | |
|---|---|
| Airport: | Canyonlands Regional Airport<br>110 West Aviation Way<br>Moab, Utah 84532 |
| Scope of Work: | This summary report conveys Aviation Management Consulting Group (AMCG) and Decker Associates' (AMCG team's) opinion of market rent for aeronautical and non-aeronautical land (Subject Properties) located at Canyonlands Regional Airport which are currently leased or available for lease from Grand County. |
| Subject Properties: | The components of the Subject Properties include Aeronautical Improved Land, Aeronautical Unimproved Land, and Non-Aeronautical Land. |
| Date of Report: | March 8, 2023 |
| Effective Date: | January 10, 2023 |
| Methodology: | An opinion of market rent for the Aeronautical Land (Improved and Unimproved) was developed based on an analysis of the information and data obtained for similar properties from national, regional, comparable, resort/destination, and competitive airports (which is summarized in Section VI. Study Findings).<br><br>An opinion of market rent for the Non-Aeronautical Land was developed based on an analysis of the information and data obtained for similar properties in the local area (used for non-aeronautical, off-airport purposes). This information is summarized in Section VI. Study Findings. |
| Rental Rate Conclusions: | Table 1 identifies the AMCG team's opinion of market rent for the Subject Properties. |

### Table 1 – Rental Rate Conclusions

| Rental Rate Conclusions Summary | | | |
|---|---|---|---|
| Component | Identification | Size (SF) | Market Rent Opinion |
| Aeronautical Improved Land | Zone 1 | Up to 49,999 | $0.40 |
| | | 50,000 - 249,999 | $0.38 |
| | | 250,000 - 999,9999 | $0.42 |
| | | 1,000,000 and greater | $0.28 |
| | Zone 2 | Up to 49,999 | $0.38 |
| | | 50,000 - 249,999 | $0.36 |
| | | 250,000 - 999,9999 | $0.40 |
| | | 1,000,000 and greater | $0.26 |
| | Zone 3 | Up to 49,999 | $0.36 |
| | | 50,000 - 249,999 | $0.34 |
| | | 250,000 - 999,9999 | $0.38 |
| | | 1,000,000 and greater | $0.24 |
| Aeronautical Unimproved Land | Zone 1 | Up to 49,999 | $0.30 |
| | | 50,000 - 249,999 | $0.29 |
| | | 250,000 - 999,9999 | $0.32 |
| | | 1,000,000 and greater | $0.21 |
| | Zone 2 | Up to 49,999 | $0.29 |
| | | 50,000 - 249,999 | $0.27 |
| | | 250,000 - 999,9999 | $0.30 |
| | | 1,000,000 and greater | $0.20 |
| | Zone 3 | Up to 49,999 | $0.27 |
| | | 50,000 - 249,999 | $0.26 |
| | | 250,000 - 999,9999 | $0.29 |
| | | 1,000,000 and greater | $0.18 |
| Non-Aeronautical Land | Zone 4 | | $0.70 |
| | Zone 5 | | $0.50 |
| | Zone 6 | | $0.30 |

All rental rates are “per square foot per year” (psf/yr)

# II. INTRODUCTION

## A. Scope of Work

This summary report conveys Aviation Management Consulting Group (AMCG) and Decker Associates' (the AMCG team) opinion of market rent for certain aeronautical and non-aeronautical land (Subject Properties) located at the Canyonlands Regional Airport (Airport) which is currently leased or available for lease from Grand County (County).

## B. Market Rent Defined

Market rent is defined as the most probable rent which a property should bring in a competitive and open market (i.e., willing lessor and willing lessee) reflecting the terms and conditions of a specified lease agreement, including the rental adjustment mechanisms, permitted uses, use restrictions, expense obligations, term, renewal and purchase options, and tenant improvements.

## C. Project Approach

To achieve the scope of work, AMCG completed the following work plan:

1. developed a profile of the Airport,
2. identified comparable and competitive airports utilizing the profile of the Airport,
3. obtained rental rates (and related information) for aeronautical uses from the Airport as well as comparable, resort/destination, and competitive airports identified,
4. analyzed the data obtained from the Airport as well as comparable, resort/destination, and competitive airports,
5. analyzed national and regional data,
6. obtained and analyzed data from off-airport, non-aeronautical land sales; and
7. developed an opinion of market rents for the Subject Properties based on the preceding analysis in conjunction with the Limiting Conditions outlined in the Appendix.

Due to the potential use of the Subject Properties (aeronautical vs. non-aeronautical), the AMCG team utilized two different approaches to derive an opinion of market rent. Consistent with the Federal Aviation Administration (FAA) Regulation Identifier Number (RIN) 2120-AF90, *Policy Regarding Airport Rates and Charges*, states that "rates, fees, rentals, landing fees, and other service charges ('fees') imposed on aeronautical users for the aeronautical use of the airport ('aeronautical fees') must be fair and reasonable." As such, the market rent opinions outlined in this *Airport Rent Study* are fair, reasonable, and can be consistently applied to the aeronautical-use land. Conversely, the FAA has generally interpreted the self-sustaining assurance to require airport sponsors to charge FMV [fair market value] for non-aeronautical uses of airport property as outlined in the FAA Order 5190.6B *Airport Compliance Manual*.

As such, the AMCG team analyzed land sales in the local area to determine a reasonable off-airport value as a basis for determining an opinion of market rent for Non-Aeronautical Land.

In drawing opinions of market rent for the Subject Properties, consideration was given to those factors that typically affect market rents for on-airport, aeronautical and non-aeronautical properties (e.g., property use, attributes, restrictions, limitations, etc.). Beyond this, the AMCG team's opinion of market rent for the aeronautical Subject Properties has been formed based on a comparative analysis of current rents for aeronautical-use properties at national, regional, comparable, resort/destination, and competitive airports. The rental rates currently charged for the Subject Properties by the County were not included in the national, regional, comparable, resort/destination, or competitive analysis. As such, those rates were not utilized to develop the opinion of market rent.

Market rents for off-airport properties were not utilized to determine market rent for aeronautical properties as this approach is highly problematic due to the different types of use. Off-airport properties and on-airport, aeronautical properties do not exhibit the same bundle of rights. It is very difficult, if not impossible, to determine the adjustment applied to unencumbered off-airport rental rates to reflect the constraints imposed by the FAA, the airport sponsor, and others pertaining to the development and/or use of on-airport, aeronautical properties. Conversely, on-airport, aeronautical properties provide access and use of the Airport infrastructure. The adjustment would need to reflect the fact that on-airport, aeronautical properties do not exhibit the same bundle of rights as off-airport properties.

When rendering an opinion of market rent for on-airport, aeronautical properties, the cost of the real property (land and/or improvements) and desired rates of return are not typically considered. While these factors may be considered when rendering an opinion of market rents for off-airport properties or may be considered by real estate investors, these factors are generally not consistent with the realities of the prevailing market for on-airport, aeronautical properties. Therefore, the AMCG team's opinion of on-airport, aeronautical market rents were not derived based on the cost of real property or desired rates of return for the aeronautical Subject Properties.

## D. Key Underlying Assumptions

The market rent opinions conveyed in this summary report are based on the lessee having full and continued access to the Airport's airside (aeronautical Subject Properties only) and landside infrastructure.

Market rents are driven by the amount a willing buyer (lessee) pays to a willing seller (lessor) to rent or lease a property. To the extent that local economic factors affect rental rates at the national, regional, comparable, resort/destination, and competitive airports, these economic factors will be reflected in the rental rate conclusions. As such, AMCG has identified and analyzed (on a comparative basis) the rents charged and paid for similar aeronautical properties (by component) at a cross-section of airports to derive the market rent opinions for the Subject Properties.

AMCG recognizes that there are differences between the Airport and the comparable airports. Some of the comparable airports exhibit superior characteristics and some exhibit inferior characteristics. To identify airports that were considered most comparable to the Airport and draw conclusions that reflect the conditions at the Airport, the comparable airports were compared with the Airport using aeronautical activity and infrastructure indicators.

The following report summarizes the AMCG team's findings and opinions.

# III. COMMUNITY OVERVIEW

## A. Airport Sponsor

The Airport is owned and operated by the County with an Airport Advisory Board consisting of seven voting members and one non-voting member. The purpose of the Airport Advisory Board is to advise and make recommendations to the County and the Board of Commissioners on policy matters as it relates to operation and management of the Airport.

## B. Geographic Location

The Airport is located approximately 15 miles northwest of the central business district of the City of Moab (City).

**Figure 1 – Geographic Location**


## C. Demographics

The population of the County has increased a total of 7.2% which results in a compounded annual increase of 0.6% from 8,987 in 2010 to 9,630 in 2021 (U.S. Census Bureau Estimate).

## D. Business and Industry

The largest employment sectors of the County are (1) construction, (2) accommodation and food services, and (3) arts, entertainment, and recreation. These employment sectors account for 36.6% of employment in the County.

## E. Economic Factors

The civilian labor force of the County has increase from 8,924 in 2010 to 9,718 in 2021 (U.S. Census Bureau Estimate), which represents a total increase of 8.9% or a compounded increase of 0.8%.

As identified by the U.S. Bureau of Labor Statistics, the unemployment rate of the County was estimated at 4.5% (December 2022) which was higher than the U.S. national unemployment rate which was approximately 3.5%.

# IV. SUBJECT AIRPORT OVERVIEW

## A. Airport Description

The Airport, which consists of approximately 985 acres of land, has 2 runways, as follows:

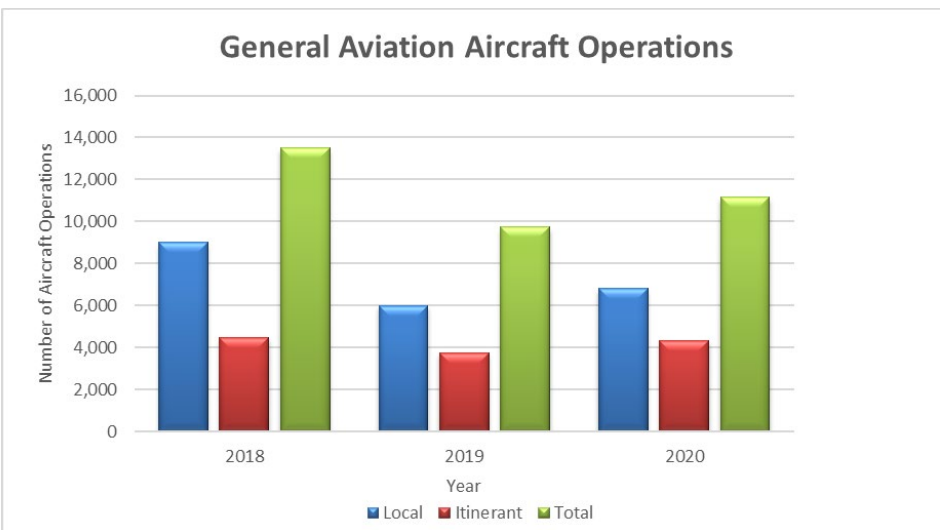
- Runway 03/21: 7,360 feet long and 100 feet wide, grooved asphalt in good condition.
- Runway 15/33: 2,121 feet long and 60 feet wide, dirt and unpaved.

The Airport does not have an Air Traffic Control Tower and is served by multiple non-precision approaches (LOC, RNAV – GPS, VOR/DME). The Airport is designated a Primary Commercial Service Nonhub Airport in the FAA *National Plan of Integrated Airports System (NPIAS)*.

## B. Aircraft Operations

Figure 2 depicts the general aviation aircraft operations (by category – local, itinerant, and total) at the Airport from 2018 to 2021, as reported by FAA Master Record 5010.

**Figure 2 – General Aviation Aircraft Operations**




As shown in Table 2, total general aviation aircraft operations at the Airport have decreased from 13,500 in 2018 to 11,150 in 2020. This represents a total decrease of 17.4% and a compounded annual decrease of 9.1%.

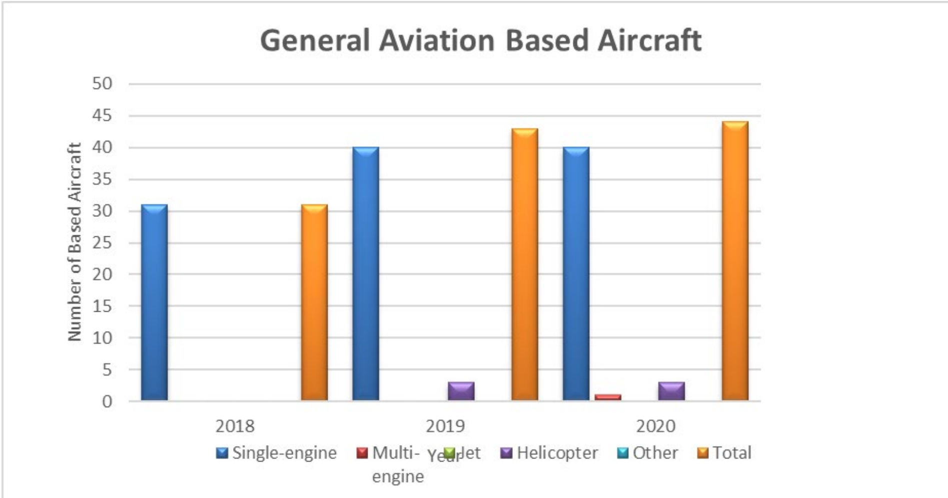
**Table 2 – General Aviation Aircraft Operations**

| General Aviation Aircraft Operations | | | | |
|---|---|---|---|---|
| Year | Local | Itinerant | Total | % Change |
| 2018 | 9,000 | 4,500 | 13,500 | N/A |
| 2019 | 6,000 | 3,750 | 9,750 | -27.8% |
| 2020 | 6,800 | 4,350 | 11,150 | 14.4% |

## C. Based Aircraft

Figure 3 illustrates the number of based aircraft at the Airport from 2018 to 2020, as reported by the FAA Master Record 5010.

**Figure 3 – General Aviation Based Aircraft**




As shown in Table 3, 44 aircraft are currently based at the Airport. From 2018 to 2020, the number of total aircraft based at the Airport increased a total of 42.0%, or a compounded annual increase of 19.1%.

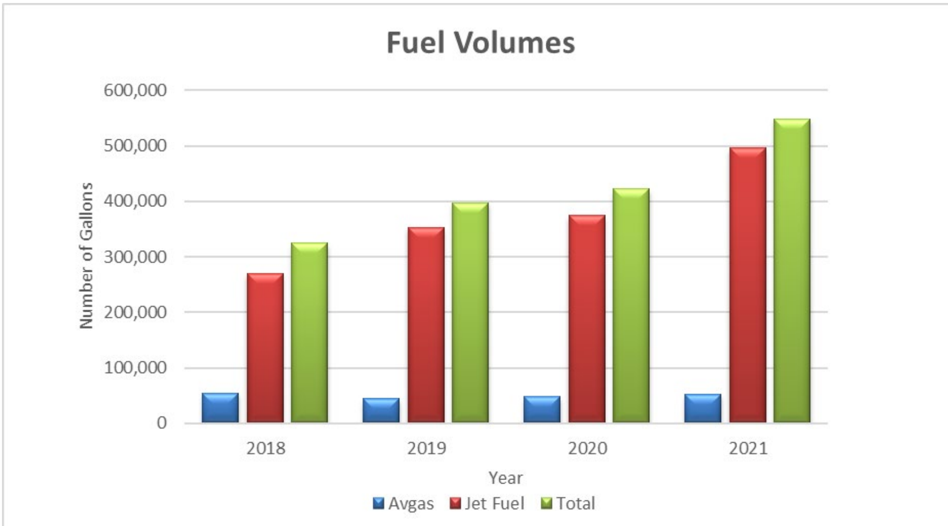
**Table 3 – General Aviation Based Aircraft**

| General Aviation Based Aircraft | | | | | | |
|---|---|---|---|---|---|---|
| Year | Single-engine | Multi-engine | Jet | Helicopter | Total | % Change |
| 2018 | 31 | 0 | 0 | 0 | 31 | N/A |
| 2019 | 40 | 0 | 0 | 3 | 43 | 38.7% |
| 2020 | 40 | 1 | 0 | 3 | 44 | 2.3% |

## D. Fuel Volumes

Figure 4 depicts total fuel volumes (by type – jet fuel and avgas) at the Airport from 2018 to 2021, as reported by Airport management.

**Figure 4 – General Aviation Fuel Volumes**




As depicted in Table 4 total fuel volumes increased from 324,292 gallons in 2018 to 548,870 gallons in 2021, which represents a total increase of 69.3% or a compounded annual increase of 19.2%. Additionally, approximately 87.8% of the fuel volume is jet fuel.

**Table 4 – General Aviation Fuel Volumes**

| Fuel Volumes | | | | |
|---|---|---|---|---|
| Year | Avgas | Jet Fuel | Total | % Change |
| 2018 | 53,960 | 270,332 | 324,292 | N/A |
| 2019 | 44,460 | 352,763 | 397,223 | 22.5% |
| 2020 | 47,616 | 374,628 | 422,244 | 6.3% |
| 2021 | 52,494 | 496,376 | 548,870 | 30.0% |

## E. Commercial Operators

One fixed base operator (Redtail Air) provides fueling (jet and avgas), line services, aircraft parking (hangar and tiedown), and aircraft maintenance.

# V. SUBJECT PROPERTIES OVERVIEW

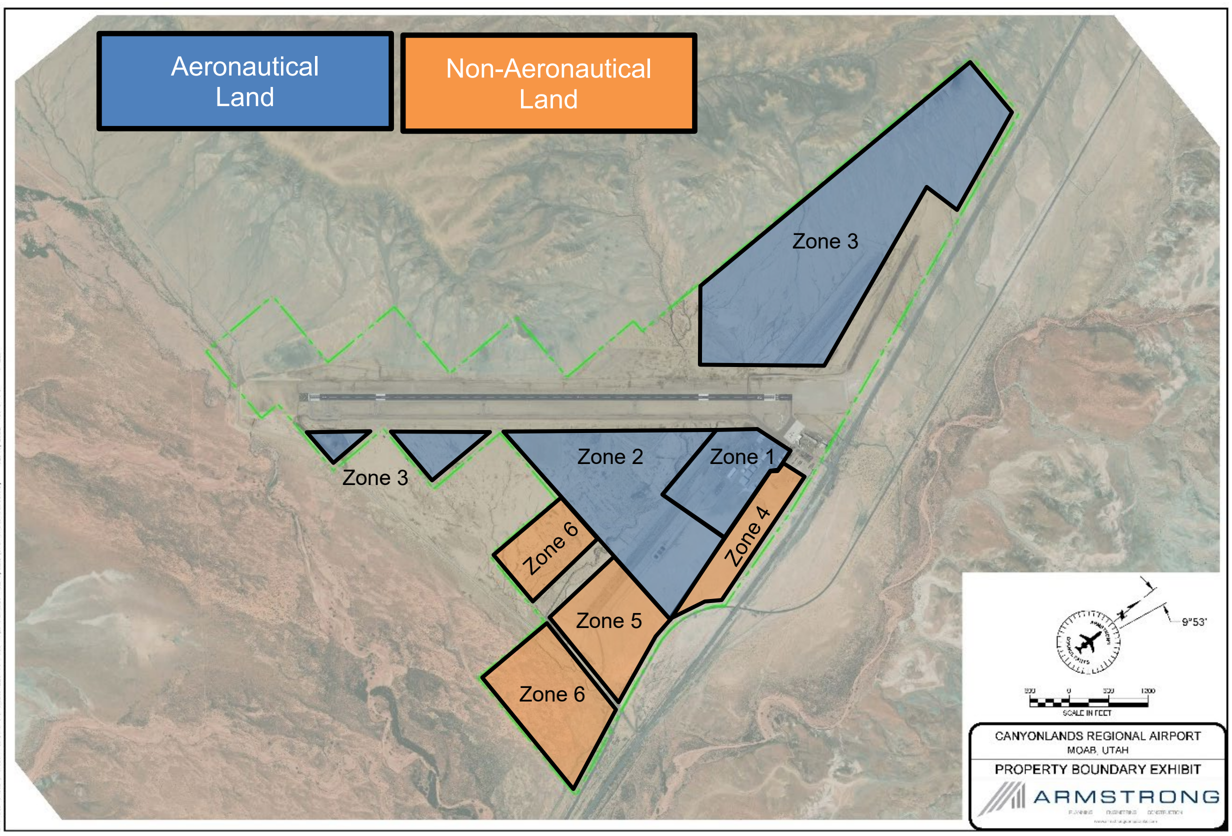
## A. Subject Properties

The Subject Properties consists of Aeronautical Land (Improved and Unimproved) and Non-Aeronautical Land located at the Airport that is leased or available for lease from the County. The Subject Properties are summarized in Table 5 and Figure 5.

**Table 5 – Subject Properties Overview**

| Subject Properties Overview | | | |
|---|---|---|---|
| Component | Identiifcation | Size (SF) | Access |
| Aeronautical Land | Zone 1 | Varies | Good |
| | Zone 2 | | Average |
| | Zone 3 | | Fair |
| Non-Aeronautical Land | Zone 4 | | Average |
| | Zone 5 | | Fair |
| | Zone 6 | | Poor |

**Figure 5 – Subject Properties Map**

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## VI. STUDY FINDINGS

Information and data from similar properties at the Airport and national, regional, comparable, resort/destination, and competitive airports was analyzed to derive an opinion of market rent for the Aeronautical Land. The results of the analysis are summarized in this section. Definitions of the Minimum, Maximum, Mean, Standard Deviation, Median, and Range (utilized in the following tables) are provided in the Appendix.

### A. National Data

Rents obtained over the last 10 years from more than 700 airports located throughout the United States were analyzed. A summary and statistical analysis of the findings for national airports is provided in Table 6.

**Table 6 – National Airport Data Summary**

| National Airport Data Summary | | | | | | |
|---|---|---|---|---|---|---|
| Component | Minimum | Maximum | Mean | Standard Deviation | Median | Range |
| Aeronautical Improved Land | $0.04 | $1.69 | $0.36 | $0.26 | $0.30 | $1.65 |
| Aeronautical Unimproved Land | $0.01 | $1.06 | $0.30 | $0.20 | $0.25 | $1.05 |

All rental rates are "per square foot per year" (psf/yr)

### B. Regional Data (FAA Northwest Mountain Region)

Rents obtained over the last 10 years from more than 110 airports in the FAA Northwest Mountain Region (consisting of Colorado, Idaho, Montana, Oregon, Utah, Washington, Wyoming) were analyzed. A summary and statistical analysis of the findings for regional airports is provided in Table 7.

**Table 7 – Regional Airport Data Summary**

| Regional Airport Data Summary | | | | | | |
|---|---|---|---|---|---|---|
| Component | Minimum | Maximum | Mean | Standard Deviation | Median | Range |
| Aeronautical Improved Land | $0.05 | $1.10 | $0.33 | $0.22 | $0.25 | $1.05 |
| Aeronautical Unimproved Land | $0.05 | $0.90 | $0.41 | $0.21 | $0.38 | $0.85 |

All rental rates are "per square foot per year" (psf/yr)

### C. Comparable Airport Data

The first step in identifying comparable airports is developing an accurate profile of the Airport. The profile was developed based on data available from various sources, including the FAA. The Airport profile provided the basis for establishing the criteria and parameters for identifying comparable airports.

The selection of comparable airports was based on aeronautical activity and infrastructure criteria including historic activity levels, total based aircraft, the absence of a control tower and precision instrument approach, runway length, total airport acreage, and FAA *National Plan of Integrated Airport Systems* (NPIAS) classification. Parameters were then established in each of these areas to facilitate the selection process.

While a total of 11 airports were considered comparable to the Airport, rental rates and useable information from 8 airports were obtained and analyzed, as shown in Table 8.

**Table 8 – Comparable Airports**

| Comparable Airports | | |
|---|---|---|
| **Airport** | **Identifier** | **Location** |
| Cortez Municipal Airport | CEZ | Cortez, Colorado |
| Grant County Airport | SVC | Hurley, New Mexico |
| Imperial County Airport | IPL | Imperial, California |
| Laramie Regional Airport | LAR | Laramie, Wyoming |
| Page Municipal Airport | PGA | Page, Arizona |
| Show Low Regional Airport | SOW | Show Low, Arizona |
| Sidney-Richland Airport | SDY | Sidney, Montana |
| Glasgow Valley County Airport | GGW | Glasgow, Montana |

Table 9 provides a summary and statistical analysis of the findings for the comparable airports.

**Table 9 – Comparable Airport Data Summary**

| Comparable Airport Data Summary | | | | | | |
|---|---|---|---|---|---|---|
| Component | Minimum | Maximum | Mean | Standard Deviation | Median | Range |
| Aeronautical Improved Land | $0.10 | $0.40 | $0.25 | $0.10 | $0.25 | $0.30 |
| Aeronautical Unimproved Land | $0.05 | $0.40 | $0.23 | $0.25 | $0.23 | $0.35 |

All rental rates are "per square foot per year" (psf/yr)

## D. Resort/Destination Airports

The information and data collected from resort/destination airports will convey the rent structure and rental rates at airports serving similar markets catering to recreation, entertainment, and accommodations.

While a total of 12 airports have been identified as resort/destination airports, rental rates and useable information from 9 airports were obtained and analyzed as shown in Table 10.

**Table 10 – Comparable Airports**

| Resort/Destination Airports | | |
|---|---|---|
| **Airport** | **Identifier** | **Location** |
| Cedar City Regional Airport | CDC | Cedar City, Utah |
| Glacier Park International | GPI | Kalispell, Montana |
| Jackson Hole Airport | JAC | Jackson, Wyoming |
| Lake Tahoe Airport | TVL | Lake Tahoe, California |
| Memorial Field Airport | HOT | Hot Springs, Arkansas |
| Rifle Garfield County Airport | RIL | Rifle, Colorado |
| St. George Regional Airport | SGU | St. George, Utah |
| Telluride Regional Airport | TEX | Telluride, Colorado |
| Yellowstone Airport | WYS | Yellowstone, Montana |

Table 11 provides a summary and statistical analysis of the findings for the resort/destination airports.

**Table 11 – Resort/Destination Airport Data Summary**

| Resort/Destination Airport Data Summary | | | | | | |
|---|---|---|---|---|---|---|
| Component | Minimum | Maximum | Mean | Standard Deviation | Median | Range |
| Aeronautical Improved Land | $0.09 | $0.62 | $0.32 | $0.18 | $0.29 | $0.53 |
| Aeronautical Unimproved Land | $0.20 | $0.32 | $0.26 | $0.05 | $0.25 | $0.12 |

All rental rates are "per square foot per year" (psf/yr)

## E. Competitive Airport Data

Typically, an airport is considered competitive if located in proximity to the Airport and serves a similar market. Each airport identified is then compared to the Airport based on (1) infrastructure and (2) available products, services, and facilities.

For the purposes of this study, airports within 100 nautical miles of the Airport were identified as being potentially competitive airports. While a total of 11 airports were considered competitive to the Airport, rental rates and useable information from 4 airports were obtained and analyzed, as shown in Table 12:

**Table 12 – Competitive Airports**

| Competitive Airports | | |
|---|---|---|
| **Airport** | **Identifier** | **Location** |
| Blake Field | AJZ | Delta, Colorado |
| Grand Junction Regional Airport | GJT | Grand Junction, Colorado |
| Roosevelt Municipal Airport | 74V | Roosevelt, Utah |
| Telluride Regional Airport | TEX | Telluride, Colorado |

Table 13 provides a summary and statistical analysis of the findings for the competitive airports.

**Table 13 – Competitive Airport Data Summary**

| Competitive Airport Data Summary | | | | | | |
|---|---|---|---|---|---|---|
| Component | Minimum | Maximum | Mean | Standard Deviation | Median | Range |
| Aeronautical Improved Land | $0.10 | $0.51 | $0.28 | $0.21 | $0.23 | $0.41 |
| Aeronautical Unimproved Land | $0.15 | $0.15 | $0.15 | N/A | N/A | N/A |

All rental rates are "per square foot per year" (psf/yr)

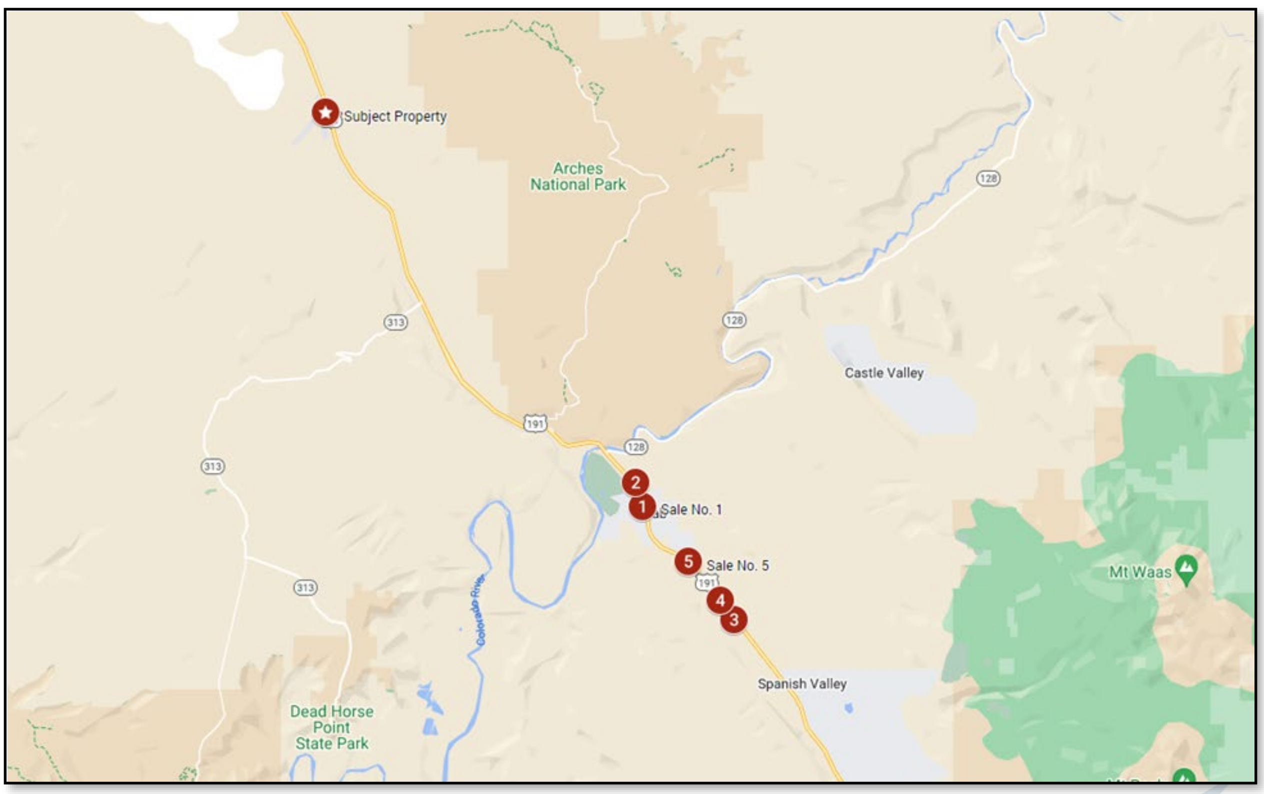
## F. Non-Aeronautical Land

To derive conclusions for Non-Aeronautical Land, a survey of land sales in the Moab area was conducted. It is significant to note there is a limited number of larger land parcel sales that have occurred in recent years. As such, the AMCG team has included off-airport land sales with various zonings. A summary of the sales data is provided in Table 14.

## Table 14 – Land Sales Summary

| Land Sales Summary | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Sale Number | Location and Assessor Parcel Number | Sale Date | Zone Use | Size | | Price | | |
| | | | | SF | Acres | Total | PSF | Per Acre |
| Subject Property | Non-Aeronautical Land at Canyonlands Regional Airport | N/A | Airport Conditional Use | Varies | | N/A | N/A | N/A |
| 1 | 2882 S. Hwy 191 Moab, Utah 84532 | Dec-20 | HC Salvage Yard | 26,136 | 0.60 | $500,000 | $19.13 | $833,333 |
| 2 | 2690 S. Hwy 191 Moab, Utah 02-0020-0099 | Feb-21 | HC Medical Office Building | 26,136 | 0.60 | $525,000 | $20.09 | $875,000 |
| 3 | 990 N. Main Street Moab, Utah 01-0036-0026 | Mar-19 | GC Motel | 56,628 | 1.30 | $1,505,400 | $26.58 | $1,158,000 |
| 4 | 193 Walnut Lane Moab, Utah 01-0001-0106 / 01-0001-0229 | Nov-18 | R4 Mobile Home Park | 128,502 | 2.95 | $1,800,000 | $14.01 | $610,169 |
| 5 | 1480 S. Hwy 191 Moab, Utah | May-21 | HC Light Industrial | 136,343 | 3.13 | $1,200,000 | $8.80 | $383,387 |

## Figure 6 – Land Sales Location Map



# VII. RENTAL RATE SUMMARY

## A. Introduction

The rental rate conclusions (effective January 10, 2023 which is consistent with the date of final property information provided and agreement on the research airports) are based on the analysis of the Subject Properties and (1) the rents being charged for similar properties at national, regional, comparable, resort/destination, and competitive airports or (2) information and data for similar properties in the local area used for off-airport purposes. The market rental rate conclusions are conveyed on a "per square foot per year" (psf/yr) basis.

## B. Aeronautical Land Rental Rate Conclusions

To derive an opinion of market rent for the Aeronautical Land, information and data from similar properties at national, regional, comparable, resort/destination, and competitive airports was analyzed.

Throughout the following analysis, more weight has been given to the comparable airports, resort/destination airports, and competitive airports as the amenities and attributes and/or location of these airports and similar properties align with the Airport and the Subject Properties. As such, the rental rates at these airports are more reflective of relevant and useable data to establish rental rate conclusions for the Airport.

The average national, regional, comparable, resort/destination, and competitive rental rates are representative of airport properties with average airside and landside access.

Each of these attributes is rated using the following descriptors: poor, fair, average, good, and excellent. Once a base rental rate was derived for the Airport, specific conclusions were estimated for each component of the Subject Properties based on size and access. For the purposes of this analysis, size adjustments were developed, where appropriate, based on an analysis of AMCG's proprietary industry database (for all airports nationally). This process included an analysis of more than 4,500 data points correlating size ranges to existing rental rates compared to the national average rental rate.

### *1. Aeronautical Improved Land*

The results of the study indicate that the average rental rates for Aeronautical Improved Land range from $0.25 psf/yr at comparable airports to $0.36 psf/yr at national airports. The average rental rate at competitive airports was $0.28 psf/yr and $0.33 psf/yr at regional airports. The average rental rate at resort/destination airports was $0.32 psf/yr. It is significant to note the rental rates for Aeronautical Improved Land range from a minimum of $0.09 psf/yr a maximum of $0.62 psf/yr at resort/destination airports.

**Based on analyzing all available data, a base rental rate of $0.40 psf/yr was derived.**

The average rental rate for Aeronautical Land exhibits the following size adjustments compared to the national average rental rate.

**Table 15 – Aeronautical Land Rental Rate Size Adjustments**

| Rental Rate Size Adjustments | |
|---|---|
| **Range (square feet)** | **Adjustment (based on size)** |
| Up to 49,999 | -5% |
| 50,000 – 249,999 | -10% |
| 250,000 – 999,999 | 0% |
| Greater than 1,000,000 | -35% |

Utilizing the base rental rate and predicated on adjustments for size and access, the estimated rental rate conclusions are outlined in Table 16.

**Table 16 – Aeronautical Improved Land Conclusions Summary**

| Aeronautical Improved Land Conclusions Summary | | | | | |
|---|---|---|---|---|---|
| Identification | Size (SF) | Base Rental Rate | Adjustments | | Market Rent Opinion |
| | | | Size | Access | |
| Zone 1 | Up to 49,999 | $0.40 | -5% | 5% | $0.40 |
| | 50,000 - 249,999 | | -10% | | $0.38 |
| | 250,000 - 999,9999 | | 0% | | $0.42 |
| | 1,000,000 and greater | | -35% | | $0.28 |
| Zone 2 | Up to 49,999 | | -5% | 0% | $0.38 |
| | 50,000 - 249,999 | | -10% | | $0.36 |
| | 250,000 - 999,9999 | | 0% | | $0.40 |
| | 1,000,000 and greater | | -35% | | $0.26 |
| Zone 3 | Up to 49,999 | | -5% | -5% | $0.36 |
| | 50,000 - 249,999 | | -10% | | $0.34 |
| | 250,000 - 999,9999 | | 0% | | $0.38 |
| | 1,000,000 and greater | | -35% | | $0.24 |

All rental rates are "per square foot per year" (psf/yr)

### *2. Aeronautical Unimproved Land*

The results of the study indicate that the average rental rates for Aeronautical Unimproved Land range from $0.15 psf/yr at competitive airports to $0.41 psf/yr at regional airports. The average rental rate at comparable airports was $0.23 psf/yr and $0.30 psf/yr at national airports. The average rental rate at resort/destination airports was $0.26 psf/yr. It is significant to note the rental rates for Aeronautical Unimproved Land range from a minimum of $0.05 psf/yr to maximum of $0.40 psf/yr at comparable airports.

**Based on analyzing all available data, a base rental rate of $0.30 psf/yr was derived.**

In addition to the above findings, a comparative analysis of data in the national airport database was conducted. This analysis included airports where Aeronautical Improved Land and Aeronautical Unimproved Land are both leased. Through this analysis, it was determined that an adjustment of -30% for Aeronautical Unimproved Land exists at such airports. Applying this adjustment to the Aeronautical Improved Land base rental rate ($0.40 psf/yr) would yield an Aeronautical Unimproved Land rental rate of $0.28 psf/yr.

The average rental rate for Aeronautical Land exhibits the following size adjustments compared to the national average rental rate.

**Table 17 – Aeronautical Land Rental Rate Size Adjustments**

| Rental Rate Size Adjustments | |
|---|---|
| Range (square feet) | Adjustment (based on size) |
| Up to 49,999 | -5% |
| 50,000 – 249,999 | -10% |
| 250,000 – 999,999 | 0% |
| Greater than 1,000,000 | -35% |

Utilizing the base rental rate and predicated on adjustments for size and access, the estimated rental rate conclusions are outlined in Table 18.

**Table 18 – Unimproved Land Conclusions Summary**

| Aeronautical Unimproved Land Conclusions Summary | | | | | |
|---|---|---|---|---|---|
| Identification | Size (SF) | Base Rental Rate | Adjustments | | Market Rent Opinion |
| | | | Size | Access | |
| Zone 1 | Up to 49,999 | $0.30 | -5% | 5% | $0.30 |
| | 50,000 - 249,999 | | -10% | | $0.29 |
| | 250,000 - 999,9999 | | 0% | | $0.32 |
| | 1,000,000 and greater | | -35% | | $0.21 |
| Zone 2 | Up to 49,999 | | -5% | 0% | $0.29 |
| | 50,000 - 249,999 | | -10% | | $0.27 |
| | 250,000 - 999,9999 | | 0% | | $0.30 |
| | 1,000,000 and greater | | -35% | | $0.20 |
| Zone 3 | Up to 49,999 | | -5% | -5% | $0.27 |
| | 50,000 - 249,999 | | -10% | | $0.26 |
| | 250,000 - 999,9999 | | 0% | | $0.29 |
| | 1,000,000 and greater | | -35% | | $0.18 |

All rental rates are “per square foot per year” (psf/yr)

## C. Non-Aeronautical Land Rental Rate Conclusions

To derive an opinion of market rent for the Non-Aeronautical Land, information and data from similar properties in the local area (used for off-airport purposes) was analyzed.

The result of the study indicates that the sale prices for off-Airport land range from $8.80 psf to $26.58 psf. It is significant to note that the Subject Properties used for non-aeronautical purposes have landside access but do not have airside access; however, the land is located within reasonable proximity to the Airport.

A “price per square foot” basis was used for this analysis which is the common unit of comparison utilized by buyers and sellers in the marketplace. Each of the land sales was compared to the Subject Properties and adjusted for dissimilarities. The specific elements of comparison considered are property rights conveyed, financing, conditions of sale, market conditions, location, and physical characteristics (i.e., configuration, topography, size, zoning, and utilities).

After adjusting the off-airport land sales for any dissimilarities (positively or negatively), a final value was determined by analyzing the off-Airport land sales providing the best indication of value. Each off-Airport land sale required adjustment since no land sale was identical to the Subject Properties. As such, the off-Airport land sales provide a range of value for the Subject Properties.

The AMCG team utilized quantitative adjustments to each of the off-airport land sales which are based on the AMCG team's experience determining market rent for similar on-airport properties. The quantitative adjustment process provides a more reasonable range of values for comparison with the on-Airport Non-Aeronautical Land as opposed to a precise quantification of adjustments.

The following provides an explanation of the comparison elements which were considered to determine the "as is" fee simple interest value of the Subject Properties which are further outlined in Table 19.

- Property Rights Conveyed – reflect all the rights of ownership in real estate.
- Financing – indicates whether the seller received all cash, or the seller carried a note which would typically require a discount.
- Conditions of Sale – reflect those unique conditions surrounding the land sale that require an adjustment.
- Market Conditions – represent those adjustments that are associated with the date of sale or unique circumstances surrounding the land sale.
- Location – accounts for the superiority/inferiority in terms of general location.
- Physical Characteristics – indicate those aspects which require specific physical comparison and include configuration, topography, size, zoning, and utilities.

Before adjustments the sale prices ranged from a price of $8.80 psf to $26.58 psf. After adjustments the adjusted sales ranged from $8.32 psf to $21.05 psf.

## Table 19 – Land Sales Adjustment Grid

| Land Sale Adjustment Grid | | | | | | |
|---|---|---|---|---|---|---|
| **Sale Number** | **Subject Property** | **Land Sale 1** | **Land Sale 2** | **Land Sale 3** | **Land Sale 4** | **Land Sale 5** |
| Sale Price | N/A | $500,000 | $525,000 | $1,505,400 | $1,800,000 | $1,200,000 |
| Size (acres) | 5.0 or less | 0.60 | 0.60 | 1.30 | 2.95 | 3.13 |
| Price (psf) | | $19.13 | $20.09 | $26.58 | $14.01 | $8.80 |
| Property Rights Conveyed | Leased Fee | Fee Simple<br>0%<br>$19.13 | Fee Simple<br>0%<br>$20.09 | Fee Simple<br>0%<br>$26.58 | Fee Simple<br>0%<br>$14.01 | Fee Simple<br>0%<br>$8.80 |
| Financing | Cash or Equivalent | Cash to Sellar<br>0%<br>$19.13 | Cash to Sellar<br>0%<br>$20.09 | Cash to Sellar<br>0%<br>$26.58 | Cash to Sellar<br>0%<br>$14.01 | All Cash<br>0%<br>$8.80 |
| Conditions of Sale | Arms Length | Arm's Length<br>0%<br>$19.13 | Arm's Length<br>0%<br>$20.09 | Arm's Length<br>0%<br>$26.58 | Arm's Length<br>0%<br>$14.01 | Arm's Length<br>0%<br>$8.80 |
| Market Conditions | Jan-23 | Dec 20<br>5%<br>$20.09 | Feb-21<br>5%<br>$21.09 | Mar 19<br>10%<br>$29.24 | Nov-18<br>20%<br>$16.81 | May-21<br>5%<br>$9.24 |
| **Location Adjustment** | | | | | | |
| Location | Average | Good<br>-20%<br>$16.07 | Good<br>-20%<br>$16.87 | Good<br>-20%<br>$23.39 | Good<br>-20%<br>$13.45 | Average<br>0%<br>$9.24 |
| | Fair | Good<br>-40%<br>$12.05 | Good<br>-40%<br>$12.65 | Good<br>-40%<br>$17.55 | Good<br>-40%<br>$10.09 | Average<br>-20%<br>$7.39 |
| | Poor | Good<br>-60%<br>$8.03 | Good<br>-60%<br>$8.44 | Good<br>-60%<br>$11.70 | Good<br>-60%<br>$6.72 | Average<br>-40%<br>$5.54 |
| **Physical Characteristics** | | | | | | |
| Configuration | Rectangular | Rectangular<br>0% | Rectangular<br>0% | Rectangular<br>0% | Rectangular<br>0% | Rectangular<br>0% |
| Topography | Level | Level<br>0% | Slope<br>5% | Level<br>0% | Level<br>0% | Level<br>0% |
| Size (acres) | 5.0 or less | 0.60<br>-10% | 0.6<br>-10% | 1.30<br>0% | 2.95<br>0% | 3.13<br>0% |
| Zoning | Airport Conditional Use | HC<br>-10% | Commercial<br>-10% | GC<br>-10% | R4<br>-10% | HC<br>-10% |
| Utilities | Existing | Existing<br>0% | Existing<br>0% | Existing<br>0% | Existing<br>0% | Existing<br>0% |
| Total Physical Adjustments | N/A | -20% | -15% | -10% | -10% | -10% |
| Total Adjusted Price (average) | N/A | $12.86 | $14.34 | $21.05 | $12.10 | $8.32 |
| Total Adjusted Price (fair) | | $9.64 | $10.76 | $15.79 | $9.08 | $6.65 |
| Total Adjusted Price (poor) | | $6.43 | $7.17 | $10.53 | $6.05 | $4.99 |
| **Conclusion (Average Location): $10.00** | | | | | | |
| **Conclusion (Average Location): $7.00** | | | | | | |
| **Conclusion (Average Location): $4.00** | | | | | | |

**Based on analyzing all available data, an "as is" fee simple value of $10.00 psf (average location), $7.00 psf (fair location), and $4.00 psf (poor location) was determined.**

Airport land, utilized for aeronautical or non-aeronautical purposes, demonstrate only partial rights of ownership as the lessee does not have fee simple rights. The lessor has the right to receive income during a certain period but gives up the right of the use of the land during the time of the lease. On a fee simple basis (i.e., for off-airport land), all property rights are included with the land.

Airport land is also restricted to certain types of uses, by 14 CFR Part 77 requirements, and subject to additional restrictions of the airport sponsor. Based on the AMCG team's experience analyzing non-aeronautical use of airport land, it is the AMCG team's opinion that a discount of 30% to 90% of fee simple value is appropriate for when comparing off-airport land and on-airport land depending on the impacts of zoning, 14 CFR Part 77, and airport design to the Subject Properties.

The Subject Properties are not impacted by certain 14 CFR Part 77 surfaces (i.e., primary surface, approach surface, transitional surface, or conical surface) and is not within certain airport design areas (i.e., Runway Safety Area, Runway Object Free Area, or Runway Protection Zone) which results in a discount on the lower end of the range.

**As such, a discount of 30% was applied to the fee simple value.**

To determine a rental rate from the concluded on-Airport value, the AMCG team obtained and considered rates of return for airport-based properties from a cross section of airports (ranging from General Aviation to Large Hub Primary Commercial Service airports). Airport sponsors indicated rate of return expectations range from 3.0% to 15.0%, with 10.0% identified as most common. Further, rates of return are also influenced by the size, complexity, historical practices, demand, and availability of property for development. It is also important to note the rate of return of expectations are based on typical lease terms of 20-30 years.

**It is the AMCG team's opinion that a 10.0% rate of return is reasonable and appropriate for the Airport.**

Predicated on the preceding criteria, the following conclusions were derived.

**Table 20 – Non-Aeronautical Land Conclusions Summary**

| Non-Aeronautical Land Conclusions Summary | | | | | |
|---|---|---|---|---|---|
| Identification | Off-Airport Base Value | On-Airport Adjustment | Rate of Return | Calculated Result | Market Rent Opinion |
| Zone 4 | $10.00 | -30% | 10% | $0.70 | $0.70 |
| Zone 5 | $7.00 | | | $0.49 | $0.50 |
| Zone 6 | $4.00 | | | $0.28 | $0.30 |

## D. Rental Rate Summary (for the Subject Properties)

Table 21 identifies the AMCG team's opinion of market rent for the Subject Properties.

**Table 21 – Rental Rate Conclusion Summary**

| Rental Rate Conclusions Summary | | | |
|---|---|---|---|
| Component | Identification | Size (SF) | Market Rent Opinion |
| Aeronautical Improved Land | Zone 1 | Up to 49,999 | $0.40 |
| | | 50,000 - 249,999 | $0.38 |
| | | 250,000 - 999,9999 | $0.42 |
| | | 1,000,000 and greater | $0.28 |
| | Zone 2 | Up to 49,999 | $0.38 |
| | | 50,000 - 249,999 | $0.36 |
| | | 250,000 - 999,9999 | $0.40 |
| | | 1,000,000 and greater | $0.26 |
| | Zone 3 | Up to 49,999 | $0.36 |
| | | 50,000 - 249,999 | $0.34 |
| | | 250,000 - 999,9999 | $0.38 |
| | | 1,000,000 and greater | $0.24 |
| Aeronautical Unimproved Land | Zone 1 | Up to 49,999 | $0.30 |
| | | 50,000 - 249,999 | $0.29 |
| | | 250,000 - 999,9999 | $0.32 |
| | | 1,000,000 and greater | $0.21 |
| | Zone 2 | Up to 49,999 | $0.29 |
| | | 50,000 - 249,999 | $0.27 |
| | | 250,000 - 999,9999 | $0.30 |
| | | 1,000,000 and greater | $0.20 |
| | Zone 3 | Up to 49,999 | $0.27 |
| | | 50,000 - 249,999 | $0.26 |
| | | 250,000 - 999,9999 | $0.29 |
| | | 1,000,000 and greater | $0.18 |
| Non-Aeronautical Land | Zone 4 | | $0.70 |
| | Zone 5 | | $0.50 |
| | Zone 6 | | $0.30 |

All rental rates are "per square foot per year" (psf/yr)

# VIII. APPENDIX

## A. Limiting Conditions

This report is subject to the following conditions and to other specific and limiting conditions as described by Aviation Management Consulting Group, Inc. (AMCG) in this report.

1. AMCG assumes no responsibility for matters legal in nature affecting the Subject Properties, nor does AMCG render any opinion as to the title of the Subject Properties, which are assumed to be good and marketable. All existing liens and encumbrances, if any, have been designated and the Subject Properties have been analyzed as though free and clear and held under responsible ownership and competent management.
2. Information, estimates, and opinions furnished to AMCG and contained in this report were obtained from sources considered to be reliable and are believed to be true and correct. However, AMCG assumes no responsibility for their accuracy.
3. Although dimensions were taken from a source considered reliable, this should not be construed as a survey. The exact size of the Subject Properties and legal description (as appropriate) should be verified by a licensed engineer or surveyor.
4. Unless noted in this report, the conclusions do not include contributory value of any personal property, furniture, fixtures, equipment, or on-going business value.
5. It is assumed that the utilization of the Subject Properties is within the boundaries or property lines and that there is no encroachment or trespass unless noted in this report.
6. This report is prepared for the sole, exclusive use of the client. No third parties are authorized to rely on this report without the prior written consent of AMCG.
7. It is assumed that all applicable zoning and use regulations have been complied with unless a non-conformity was stated, defined, and considered in this report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal government or private entity or organization have been or can be obtained or renewed for any use on which the conclusions are based.
9. Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed unless noncompliance is stated, defined, and considered in this report.
10. AMCG does not have any knowledge of the existence of potentially hazardous material, gases, toxic waste, or mold on or in the Subject Properties. To AMCG's knowledge, the presence of potentially hazardous waste, materials, or gases has not been detected, or if they have been detected, it has been determined that the amount or level is considered to be safe according to standards established by the Environmental Protection Agency (EPA). However, AMCG is not qualified to detect such substances and does not make any guarantees or warranties that the Subject Properties have been tested for the presence of potentially hazardous waste materials or gases, if tested, that the tests were conducted pursuant to EPA-approved procedures. The existence of any potentially hazardous materials, gases, toxic waste, or mold may have an effect on the conclusions. An expert in this field should be retained by the client if desired.
11. AMCG is not a property or environmental inspector. The AMCG team has provided an opinion of rent. This report does not guarantee that the Subject Properties are free of defects of environmental issues. AMCG is not qualified to determine the existence of mold, the cause of mold, the type of mold, or whether, if any, mold exists, the mold might pose any risk to the Subject Properties or its inhabitants. A professional property inspector or environmental inspection is recommended.

12. It is assumed the Subject Properties will have an adequate supply of energy in the future.
13. The American with Disabilities Act (ADA) became effective January 26, 1992. AMCG has not made a specific compliance survey and analysis of the Subject Properties to determine if the Subject Properties are in conformity with the various detailed analysis of the requirements of the ADA. It is possible that a compliance survey of the Subject Properties together with a detailed analysis of the requirements of the ADA could reveal that the Subject Properties are not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative impact on the conclusion. Since AMCG has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA was not considered in the analysis.
14. AMCG assumes there are no hidden or unapparent conditions of the Subject Properties, subsoil, or structures that would render the Subject Properties more or less valuable. AMCG assumes no responsibility for such conditions or for engineering that might be required to discover such factors.
15. No requirements shall be made of AMCG to give testimony or appear in court by reason of this report of the Subject Properties in question, unless arrangements have been made previously. If any courtroom or administrative testimony is required in connection with this report, additional fees and expenses shall be charged for those services.
16. Possession of this report, or copy hereof, does not carry with it the right of publication nor may it be used for any purpose whatsoever by any entity but the client without the prior written consent of AMCG and the client.
17. Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media or public means of communication without the prior written consent of AMCG and the client.

## B. Certifications

We certify that, to the best of our knowledge and belief…

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and represent our personal, impartial, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the Subject Properties and no personal interest with respect to the parties involved with this assignment.
- We have no bias with respect to the Subject Properties or to the parties involved with this assignment.
- This assignment was not contingent on developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- David Benner and Robert Decker did not make a personal inspection of the Subject Properties.
- As of the date of this report, I, Robert D. Decker, MAI, has completed the continuing education program of the Appraisal Institute.
- We have performed no services, as an appraiser or in any other capacity, regarding the Subject Properties within the three-year period immediately preceding acceptance of this assignment.
- The following opinion of market value has been derived for the Subject Properties as of June 28, 2022:

| Market Rent Conclusions | | |
|---|---|---|
| Component | Identification | Market Rent Opinion |
| Aeronautical Improved Land | Zone 1 | $0.28 - $0.42 |
| | Zone 2 | $0.26 - $0.40 |
| | Zone 3 | $0.24 - $0.38 |
| Aeronautical Unimproved Land | Zone 1 | $0.21 - $0.32 |
| | Zone 2 | $0.20 - $0.30 |
| | Zone 3 | $0.18 - $0.29 |
| Non-Aeronautical Land | Zone 4 | $0.70 |
| | Zone 5 | $0.50 |
| | Zone 6 | $0.30 |

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group.

Robert D. Decker, MAI
Appraiser
Decker Associates
Utah Temp License No. 5479949-TCGO

## C. Definitions and Acronyms

- Aeronautical Improved Land – Airport land having access (airside and landside) and utilities to the property boundary.
- Aeronautical Unimproved Land – Airport land without airside and/or landside access and/or utilities to the property boundary.
- Commercial – An activity undertaken with the intent to generate and/or secure earnings, income, or compensation (including exchange or barter of goods or services), and/or profit, whether or not such objectives are accomplished.
- GPS – Global positioning system.
- Itinerant – Aircraft operations terminated at an airport which (1) arrive from outside the airport area or (2) depart the airport and leave the airport area.
- Local – Aircraft operations which (1) remain in the local traffic pattern, (2) execute simulated instrument approaches or low passes at an airport, or (3) operate to or from an airport and a designated practice area within a 20-mile radius of the Air Traffic Control Tower.
- ILS – Instrument Landing System.
- Maximum – Maximum value present in the data range.
- Mean – Arithmetic average of all data in the data range.
- Median – Value wherein half of the data points in the number series are below while half of the data points in the number series are above.
- Minimum – Minimum value present in the data range.
- Non-Aeronautical Land – Airport land having landside access but no airside access.
- Non-Commercial – Not for the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.
- Range – Mathematical difference between the maximum and minimum values of the data range.
- RNAV – GPS – Area navigation-global positioning system.
- Standard Deviation – Statistical method designed to mathematically measure the variability in a set of data points. The calculated figure for standard deviation is indicative of the relative distance between the mean and every data point. For a normally distributed data range, approximately 68% of the data points would fall within one standard deviation of the mean, as illustrated by a normal bell curve. Similarly, approximately 95% of the data points would fall within two standard deviations, while approximately 99.7% of the data points would fall within three standard deviations of the mean. Assuming the data points from the airports are representative of the population and the population follows a normal bell curve, the calculated standard deviation values would illustrate the relative variability in data points (i.e., how close these data points are to the mean).
- VOR – Very high frequency omnidirectional range.
- VOR/DME – Very high frequency omnidirectional range/distance measuring equipment.

## D. Appraiser Temporary License

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
Temporary Certified General Appraiser
5479949-TCG0

Signature of Holder

DATE ISSUED: 02/13/2023
EXPIRATION DATE: 08/13/2023

ROBERT D DECKER
7800 S Elati St STE 108
Littleton CO 80120

- Your license is valid until the expiration date listed on your license.
- Above is your public address of record for the Division. All correspondence will be mailed to this address. It is your responsibility to notify us directly if your address changes
- Please visit our website at www.realestate.utah.gov should you have any questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
**Active**

DATE ISSUED: **02/13/2023**

EXPIRATION DATE: **08/13/2023**

LICENSE NUMBER: **5479949-TCG0**

LICENSE TYPE: **Temporary Certified General Appraiser**
**110 W Aviation Way, Moab, UT 84532**

ISSUED TO: **ROBERT D DECKER**

SIGNATURE OF HOLDER

REAL ESTATE DIVISION DIRECTOR

**Tara Collins <tcollins@grandcountyutah.net>**

# Re: Terminal Advertising Opportunity for LBR

6 messages

**Tammy Howland** <thowland@grandcountyutah.net> Mon, Aug 7, 2023 at 6:01 PM
To: Curtis Wells <curtis@luxurymoab.com>
Cc: Jon Dwight <jon@inventdp.com>, Stephen Fouhy <stephen@inventdp.com>, Autumn Penny <autumn@inventdp.com>, Tara Collins <tcollins@grandcountyutah.net>

We will have to draft an agreement. I am including Tara Collins in this email, she handles our agreements.
Thank you,
Tammy Howland
Airport Director
Canyonlands Regional Airport
435-259-4120

On Tue, Aug 1, 2023 at 4:40 PM Curtis Wells <curtis@luxurymoab.com> wrote:

Tammy,

Thank you again for taking the time to meet with me regarding the project's interest in advertising in the Canyonlands Field Terminal. I've copied the owner/developer Jon Dwight, and Stephen and Autumn with the Invent Development Partners.

My current understanding is that Jon would like to have two digital advertising screens in both the main terminal and the post-security terminal as well. I've attached the fee schedule and highlighted the advertising rates in yellow.

Jon and team need to confirm their preferred screen size and relay that to you for a final approval. Can you please inform the Jon and the Invent team of the process to finalize this arrangement from your end so we have an understanding of timeline etc.?

Also, Jon and Tammy should meet at the airport sometime soon as Jon flys in and out of Moab every two weeks at a minimum. I'll let you guys take it from here.

Best Regards,

**Curtis Wells**
Real Estate Professional
**Summit Sotheby's International Realty**

curtis.wells@sothebysrealty.com

summitsothebysrealty.com

59 E Center St | Moab UT 84532
m 435.210.4366 | o 435.355.0576



**Curtis Wells** <curtis@luxurymoab.com> Tue, Aug 8, 2023 at 3:43 PM
To: Tammy Howland <thowland@grandcountyutah.net>

**TASK ORDER U**
**ATTACHMENT TO**
**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN SPONSOR AND ENGINEER,**
**DATED ____________________, 2023**

**FURTHER DESCRIPTION OF SERVICES OF ENGINEER**

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 19, 2019, between **GRAND COUNTY, UTAH (Sponsor)** and **ARMSTRONG CONSULTANTS, INC.**, **(Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Canyonlands Regional Airport, Moab, Utah

3. **WORK PROGRAM** – Attached

   **Element 1** – *Relocate Taxiway A1 (400' x 35') (Design Only)*
   **Element 2** – *Expand Apron (600' x 350') (Design Only)*
   **Element 3** – *Reconstruct Apron (200' x 250') (Design Only)*
   **Element 4** – *Expand Taxilanes E, F, and G (1,000' x 35', 800' x 25', 200' x 500') (Design Only)*

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

| | |
|---|---|
| **Elements 1, 2, 3, and 4 – Project Development** | $XX,XXX.xx |
| **Elements 1, 2, 3, and 4 – Design** | |
| Preliminary Design | $XX,XXX.xx |
| Final Design | $XX,XXX.xx |
| **Elements 1 and 2 – Bidding Services** | $XX,XXX.xx |
| **Elements 1, 2, 3, and 4 – Project Closeout** | $XX,XXX.xx |
| **Elements 1, 2, 3, and 4 – Special Services** | |
| Categorical Exclusion Form | $XX,XXX.xx |
| Geotechnical Investigation | $XX,XXX.xx |
| Topographical Survey | $XX,XXX.xx |
| Electrical Engineering | $XX,XXX.xx |
| Utility Investigation | $XX,XXX.xx |
| AGIS Survey | $XX,XXX.xx |
| **Engineering Total** | $XXX,XXX.xx |

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
**GRAND COUNTY, UT**

______________________________
County Council Chair

ENGINEER:
**ARMSTRONG CONSULTANTS, INC.**

________________________________
Christopher S. Nocks, Western Division Lead

**ELEMENT #1 RELOCATE TAXIWAY A1**

1. This project consists of a third phase of construction associated with the C-II ARC upgrade of Runway 3/21 at Canyonlands Regional Airport. Work in this phase will eliminate the displaced threshold on the approach end of Runway 21. The Runway 21 threshold will remain in the existing location on the runway, while Taxiway A1 will be relocated to the threshold of Runway 21 to eliminate the lead-in taxiway configuration. The construction includes removal of existing Taxiway A1, construction of relocated Taxiway A1, removal of the excess runway pavement, construction of a blast pad for Runway 21, reconfiguring the runway lights and signs as necessary as a result of removing the displaced threshold and new taxiway geometry, relocating the Runway 21 REIL system, and pavement markings. The project will also include the construction of Taxiway B1 which is directly across the runway from Taxiway A1.

   The included project sketch depicts the general layout for the project.

   1.1. Taxiway A1 will be 50 feet wide and approximately 400 feet in total length. Based on the approved Airport Layout Plan (ALP), the appropriate Runway Design Code (RDC) for the adjacent Runway 3/21 is C-II. Based on the ALP, the Taxiway Design Group (TDG) for Taxiway A1 in the proposed configuration is TDG-3. The pavement geometry design will be in accordance with FAA AC 150/5300-13B. Specifically, Tables 3-1, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

   1.2. Taxiway B1 will be 25 feet wide and approximately 300 feet in total length. Based on the approved ALP, the Taxiway Design Group (TDG) for Taxiway B1 in the proposed configuration is TDG-1A. The pavement geometry design will be in accordance with FAA AC 150/5300-13A. Specifically, Tables 3-5, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

   1.3. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 85,000 lbs DWG for Taxiway A1 and 30,000 lbs SWG for Taxiway B1. FAA FAARFIELD software will be utilized during the design of the pavement sections. Subgrade stabilization such as a geosynthetic stabilization fabric may be included if recommended by the geotechnical investigation report.

   1.4. The existing asphalt pavement and base section of Taxiway A1 and runway end (110 feet) will be removed to full depth. Asphalt surface course will be rototilled and salvaged and may be used on this project as erosion control material. The existing cold mix asphalt base course in the runway pavement will be excavated and disposed of.

   1.5. The project will include the construction of a 150 foot wide by 120 foot long blast pad per the approved ALP (C-II standards). The existing runway pavement in the footprint of the proposed blast pad (100’ x 150’) will be preserved as practical and will be widened with new asphalt pavement including base courses as required. The existing underdrain system will be modified as necessary to accommodate the new pavement geometry of the blast pad pavement.

1.6. Pavement underdrains will be installed along the edges of the new taxiway pavement sections. These underdrains will be tied into the runway underdrain system with the outlets releasing into the infield or into the existing drainage structures as practical.

1.7. Existing drainage patterns will be maintained as practical. Storm drain culverts and inlets that run underneath existing Taxiway A1 will be removed and replaced. The locations of new culverts and inlets will be adjusted as necessary.

1.8. New pavement markings will be designed to meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces. Taxiway shoulder markings will be used to delineate the edge of the full-strength pavement due to the placement of millings or gravel along the pavement edge of the new taxiway.

1.9. Taxiway A1 is currently equipped with a medium intensity taxiway lighting system. The taxiway lights and associated lighted signage will be preserved and relocated as practical. Some new lighted signs and lights will be required for the new taxiway geometry. Existing electrical duct banks located in areas of Taxiway A1 will be removed and replaced as practical.

1.10. The shoulders and earth adjacent to Taxiway A1 and Taxiway B1 pavement will be graded to the edge of the taxiway safety area as needed to meet current FAA standards. Millings from the pavement removal may be used to dress the taxiway shoulders to a width of 10 feet.

1.11. The new RSA formed beyond the Runway 21 end will be graded in accordance with AC 150/5300-13B, Section 3.10d.

1.12. The existing displaced threshold markings on the Runway 21 end will be removed only as required to relocate Taxiway A1. Existing runway markings that do not require change will not be removed. The pavement markings will be designed to meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces.

1.13. The existing outboard threshold lights on Runway 21 will be relocated to the new runway end, and the existing runway edge lights will be reconfigured as necessary to accommodate the new threshold location.

1.14. The existing REIL on Runway 21 will be removed and relocated as necessary to accommodate the new threshold location and blast pad. The work will include relocating the REIL units and installing necessary circuit cabling and conduit to reconnect the REIL to the MIRL circuit.

1.15. The project will be phased to reduce the impact to airport operations. Phases may include construction sequencing and night closures.

Estimated Construction Cost (Element 1) is: $1,500,000


TAXIWAY A1
TAXIWAY A1
TAXIWAY A2
TAXIWAY A

**ELEMENT #2 EXPAND APRON**

2. The purpose of this project is to construct an aircraft parking apron for Group II sized aircraft. With the completion of the Airport Reference Code (ARC) Upgrade project in 2018, the ARC has been upgraded from B-II to a C-II and the amount of large commercial and corporate jet aircraft has increased and is anticipated to continue to increase. The parking aprons are becoming increasingly congested and the risk damage to the pavement has become greater with the increase in large jet aircraft visiting the airport. To reduce congestion on the ramp and reduce the risk of further damage to the apron pavement due to the increase in large aircraft activity, the apron will be expanded. The apron expansion will consist of the expansion of the existing asphalt apron pavement with subbase course, base course, and asphalt surface course in the taxiing areas, and P-501 Portland Cement Concrete Pavement with stabilized base for heavy commercial airliner parking. The included project sketch depicts the general layout for the project.

   2.1. The newly constructed portion of the apron will be approximately 350 feet by 600 feet in total. The portion of the apron constructed with concrete pavement will be approximately 200 feet by 500 feet. The pavement geometry design will be in accordance with FAA AC 150/5300-13B. Specifically, Tables 3-1, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

   2.2. Existing apron pavement will be preserved.

   2.3. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 85,000 lbs DWG. FAA FAARFIELD software will be utilized during the design of the pavement section for both the asphalt pavement section and the concrete pavement section. Subgrade stabilization such as a geosynthetic stabilization fabric may be included if recommended by the geotechnical investigation report.

   2.4. New pavement markings will be designed meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces. Commercial parking markings will be included in this project and may include parking T's, restricted area markings, and lead-in lines as required.

   2.5. Existing drainage patterns will be maintained and existing drainage infrastructure will be preserved if practical.

   2.6. Pavement underdrains will be installed along the edges as well as underneath the new apron pavement section. These underdrains will be tied into the existing apron underdrain system and existing storm drainage structures as practical.

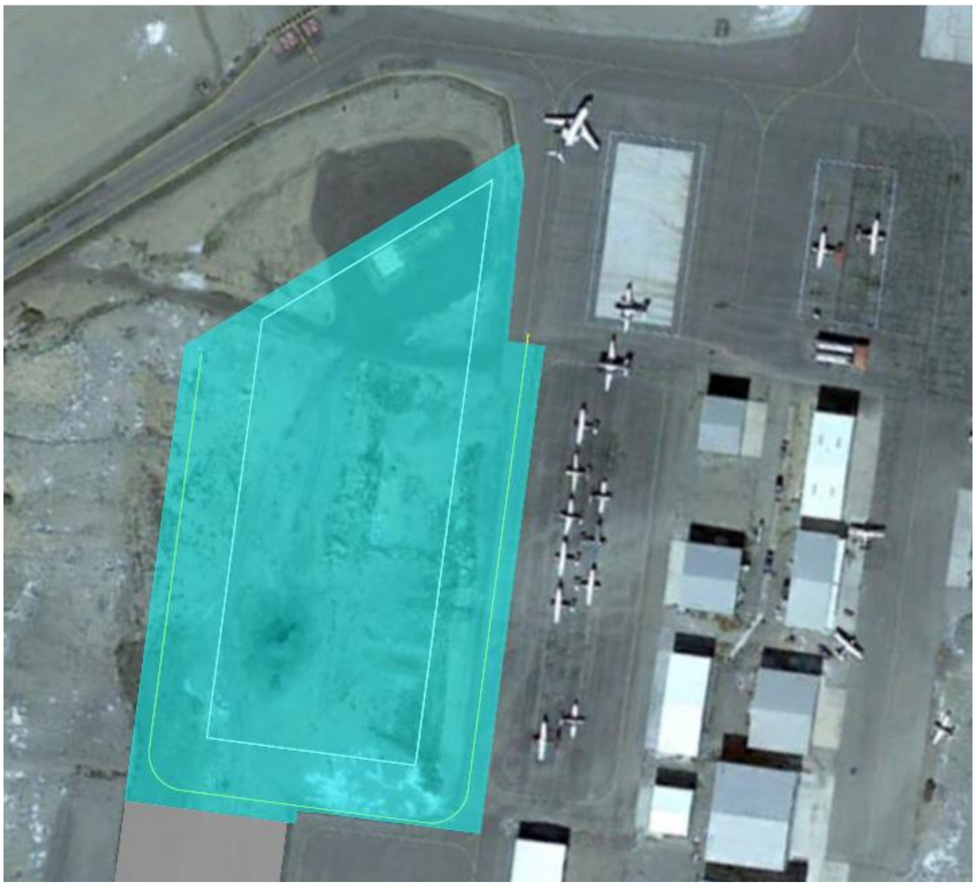
   2.7. The taxiway lights and signs adjacent to the apron will be preserved in their existing location or be relocated as practical. Some new lighted signage and lighting will be required. The new signs and lights installed in the project will be connected to the existing electrical circuits.

   2.8. An existing electrical handhole that is in the footprint of the project area will be relocated along with the associated electrical lines, conduit, and infrastructure.

   2.9. An existing sewage septic tank that is with the footprint of the project will be removed and the sewer lines will be connected to the adjacent sewer main that runs adjacent to the existing aprons to the sewage lagoons on the south side of the airfield. Any work and design involving expansion or improvement of the airport sewer system, other than what is needed to reestablish the sewer system, will be completed and funded locally outside the scope of this project and this task order.

2.10. The shoulders and earth adjacent to apron pavement will be graded to meet current FAA standards. Millings from the pavement removal will be used to dress the apron shoulders to a width of 10 feet in areas susceptible to erosion.

Estimated Construction Cost (Element 1) is: $6,000,000



**ELEMENT #3 RECONSTRUCT APRON (200' x 250')**

3. The purpose of this project is to reconstruct the pavement section of the existing general aviation (GA) apron. The existing pavement is in poor condition and has exceeded the intended service life. The pavement is showing significant signs of distress including alligator cracking, rutting, and subsurface movement. This project will consist of the removal of the existing asphalt pavement section, and the full depth reconstruction of pavement section to include base course and asphalt pavement. Existing aircraft tie-downs will be removed and reconstructed per the approved ALP.

   The included project sketch depicts the general layout for the project.

   3.1. The reconstructed apron will be adjacent to the existing apron and will be sized to accommodate ADG II aircraft. The aircraft parking will be marked along with the taxilane centerlines. The pavement geometry design will be in accordance with FAA AC 150/5300-13B. Specifically, Tables 3-1, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

   3.2. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 85,000 lbs DWG. FAA FAARFIELD software will be utilized during the design of the pavement section. Subgrade stabilization such as a geosynthetic stabilization fabric may be included if recommended by the geotechnical investigation report.

   3.3. Millings from the pavement removal will be salvaged and become airport property.

   3.4. New pavement markings will be designed meet FAA AC 150/5340-1M. Type III reflective media will be specified for the painted surfaces.

   3.5. Existing drainage patterns will be maintained as practical.

   3.6. Pavement underdrains will be installed along the edges as well as underneath the new apron pavement section. These underdrains will be tied into the existing apron underdrain system and existing storm drainage structures as practical.

   3.7. No airfield electrical systems will be impacted by the project.

   3.8. Pavement adjacent (within 50 ft) to existing hangar structures will be constructed using local funding or alternate funding as allowed by the FAA.

   3.9. An existing self-serve Avgas and Jet-A fuel system are located within the project footprint. The system will be relocated and reconfigured within the project footprint. FAA eligibility is limited to the demolition of the existing system. All work and design involving expansion or improvement of the airport fuel system, other than demolition, will be completed and funded locally outside the scope of this project and task order.

   Estimated Construction Cost (Element 1) is: $1,000,000

**ELEMENT #4 EXPAND TAXILANES E, F, and G**

4. CNY is anticipating an increase in hangar development and transient GA type aircraft operations. In order to facilitate the development of hangars and accommodate the parking needs of the GA aircraft operations, taxilanes will need to be constructed and the parking apron expanded. The project is to expand existing Taxilanes E, F, and G to include ADG I and ADG II aircraft as well and expand the parking apron for ADG I sized aircraft. The taxilanes and apron will include markings for taxilanes and parking tie downs. Aircraft tiedowns will be constructed into the apron pavement at each parking space. Taxilanes E and G will be designed to meet ADG II separation requirements. Taxilane F will be constructed to meet ADG I separation requirements. The included project sketch depicts the general layout for the project.

   4.1. Based on the approved Airport Layout Plan, the appropriate Taxiway Design Group (TDG) is TDG 1 (25 feet wide) for Taxilane F and TDG 2a (35 feet wide) for Taxlanes E and G. The pavement geometry design will be in accordance with FAA AC 150/5300-13B. Specifically, Tables 3-1, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

   4.2. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 30,000 lbs SWG for Taxilane F and 60,000 lbs DWG for Taxilanes E and G. FAA FAARFIELD software will be utilized during the design of the pavement section.

   4.3. New pavement markings will be designed meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces.

   4.4. Pavement underdrains will be included in the design.

   4.5. The taxilane grading and drainage will be included in the design. This may include storm water inlets, drainage structures, and culverts as appropriate. Surface drainage patterns will be evaluated and incorporated into the design.

   4.6. Conceptual hangar elevations will be determined and included in the design. This will be used to guide the future elevation of hangars as they are developed.

   4.7. No taxiway/taxilane lighting nor airfield electrical will be included in this project. However, electrical duct banks will be included for future use.

   4.8. The design will take into consideration that the taxilanes may be developed in phases in accordance with available funding sources.

   4.9. General aviation aircraft tiedowns will be installed on the proposed apron.

   4.10. The project will be divided into bid schedules so that alternative funding sources may be used to fund the taxilane construction as needed.

   Estimated Construction Cost (Element 1) is: $3,500,000

## I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.

2. Develop preliminary cost estimates for the proposed work.

3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.

4. Prepare final Scope of Work and Contract.

5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
   a. Prepare the following forms: SF424 and FAA Form 5100-100.
   b. Prepare Project Narrative and Sketch.
   c. Prepare Preliminary Estimate.
   d. Prepare the Sponsor’s Certifications.

   The Engineer will submit the application to the Sponsor for approval and signatures.

## II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. Coordinate the subconsultant's work schedule with airport staff.

2. Prepare requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6F. A geotechnical engineering subconsultant will be employed to conduct the geotechnical investigation in accordance with the requirements developed. An Engineer's representative will be on-site with the subconsultant for three (3) days during the investigation. The Engineer will coordinate the subconsultant's work schedule with airport staff. Based on preliminary information available for this project, the following is an estimate of the effort required to complete the investigation and associated testing:
   a. Subsurface Investigation: Obtain 30 subsurface borings, 25 will be drilled to a depth of 15 feet, and 5 will be drilled to a depth of 6.5 feet. Pavement cores will be taken at 8 locations. Pavement cores will be used to establish existing structural information, photographed and preserved for reference during construction.

   b. Laboratory Soil Testing: Perform the following tests on the samples collected from the subsurface borings:

| Test | Test Standard | No. of Tests |
|---|---|---|
| Soil Gradation (Dry) | ASTM C117/C136 | 90 each |
| Soil Gradation (Hydrometer) | ASTM D 422 | 5 each |
| Atterburg Limits | ASTM D 4318 | 5 each |
| Moisture-Density Relationship | ASTM D 1557 | 5 each |
| In-Place Density/Moisture | AASHTO T204/ AASHTO T265 | 60 each |
| CBR Testing | ASTM D 1883 | 8 each |
| Consolidation Testing | ASTM D 2435 | 30 each |
| Soluble Sulfate Content | ASTM C 1580 | 5 each |

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety for each element. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the

FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.

4. Assist in the preparation of State Aeronautics grant application.

5. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.

6. Analyze and process geotechnical investigation data. Develop design conclusions based on the data presented and establish input values for pavement design software.

7. Prepare pavement section designs (6 distinct pavement sections will be developed for the various pavement areas included in this project).

8. Review and evaluate project layout.
   a. Determine aircraft usage through coordination with Sponsor and FAA
   b. Verify existing ALP dimensions and data.

9. Evaluate local conditions:
   a. Inventory local material suppliers, sources and capabilities.
   b. Evaluate drainage conditions/requirements.
   c. Evaluate existing septic tank and associated sewer lines.
   d. Review existing Pavement Strength Survey data.
   e. Review existing electrical system layouts and determine system requirements.
   f. Review available record drawings of the project site.
   g. Conduct two (2) design site visits by the Senior Project Manager and Project Engineer for familiarity with the site.

10. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Elements 1, 2, 3 and 4. Separate plan sets will be developed for Elements 1 and 2 and Elements 3 and 4 as these elements are anticipated to be bid through two different bidding efforts. The following list of drawings will be used as a guideline.

| | DESCRIPTION | ELEMENTS 1 & 2 | ELEMENTS 3 & 4 |
|---|---|---|---|
| a | Cover Sheet | 1 Sheet | 1 Sheet |
| b | General Notes, Legend and Survey Control | 1 Sheet | 1 Sheet |
| c | Removals Plan | 5 Sheets | 5 Sheets |
| d | Plan, Profile and Grading Plan | 8 Sheets | 10 Sheets |
| e | Typical Sections and Details | 8 Sheets | 4 Sheets |
| f | Marking Layout and Details | 4 Sheets | 4 Sheets |
| g | Lighting and Electrical Layout and Details | 4 Sheets | 3 Sheets |
| h | Cross Sections (50 ft Stations) | 8 Sheets | 14 Sheets |
| i | Construction Safety and Phasing Plan | 6 Sheets | 4 Sheets |
| | **TOTAL SHEET COUNT** | **45 Sheets** | **46 Sheets** |

Drawings may be added or deleted during the design phase if required.

11. Prepare preliminary contract documents. Bidding documents will be prepared separately for Elements 1 and 2 and Elements 3 and 4. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

12. Prepare preliminary technical specifications. Technical Specifications will be prepared separately for Elements 1 and 2 and Elements 3 and 4. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

    The standard specifications to be utilized for Elements 1, 2, 3, and 4 may include the following items:

| | |
|---|---|
| Item C-100 | Contractor Quality Control Program |
| Item C-105 | Mobilization |
| Item C-110 | PWL Calculation |
| Item P-101 | Preparation/Removal of Existing Pavements |
| Item P-152 | Excavation and Embankment |
| Item P-153 | Controlled Low Strength Material |
| Item P-154 | Subbase Course |
| Item P-209 | Crushed Aggregate Base Course |
| Item P-304 | Cement Treated Aggregate Base Course |
| Item P-401 | Asphalt Mix Pavement |
| Item P-501 | Cement Concrete Pavement |
| Item P-602 | Emulsified Asphalt Prime Coat |
| Item P-603 | Emulsified Asphalt Tack Coat |
| Item P-605 | Joint Sealants for Pavements |
| Item P-608 | Emulsified Asphalt Seal Coat |
| Item P-610 | Structural Portland Cement Concrete |
| Item P-620 | Runway and Taxiway Marking |
| Item D-701 | Pipe for Storm Drains and Culverts |
| Item D-705 | Manholes and Inlets |
| Item L-108 | Underground Power Cable for Airports |
| Item L-110 | Underground Electrical Duct Banks and Conduits |
| Item L-125 | Airport Lighting Systems, Guidance Systems and Edge Markers |
| Item L-135 | Runway End Identifier Lights (REIL) |

13. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:

    a. Project Location Information
    b. Insurance Requirements
    c. Contract Period and Work Schedule and Phasing

d. Pre-Construction Conference
e. Utilities
f. Permits, Taxes and Compliance with Laws
g. Field Office Requirements
h. Haul Roads
i. Testing and Staking
j. Airport Security, Closure of Air Operations Areas
k. Accident Prevention
l. Warranty
m. Construction Management Plan

14. Prepare and submit FAA design Modifications to Standards, if necessary.

15. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

16. Conduct preliminary review of the construction plans with Part 139 Inspector by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

## III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations. Final design packets will be prepared separately for Elements 1 and 2, and for Elements 3 and 4.

Activities include:

<u>Final Design</u>

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.

2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.

3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.

4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.

5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.

6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.

7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.

8. Submit 95% design review package to the FAA, and Sponsor and solicit design review comments.

9. Incorporate 95% design review comments and respond as necessary to requests for additional information.

10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include two (2) site visits by the Senior Project Manager and Project Engineer to field verify project plans and specifications and to attend an airport user meeting to discuss the project.

11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA, State, and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

12. Prepare and/or assist with necessary forms:
    a. Sponsor Quarterly Report
    b. Strategic Event Coordination Form
    c. Standard Form 271
    d. Standard Form 425

## IV. BIDDING SERVICES (Elements 1 and 2)

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid for Elements 1 and 2. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the final plans, specifications and contract documents.

2. Provide technical assistance and recommendations to the Airport during construction bidding.

3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Senior Project Manager and Project Engineer.

4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.

5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.

6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.

7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

## V. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.

2. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

## VI. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package.

2. Geotechnical investigations, including core sampling, laboratory tests, related analyses, pavement design and reports.

3. Land surveys, design surveys, and topographic maps.

4. Electrical Engineering associated with airfield lighting and vault construction or rehabilitation.

5. Airfield utility investigations to collect data associated with identifying the location(s) of water and sewer lines, airfield circuits, etc.

6. AGIS Survey

   The geospatial information collected during this project will be utilized to assist in the development of runway vertically guided (18B VG) design as built for runways 03/21 and further imagery coverage for gravel runway 15/33 at the CANYONLANDS REGIONAL AIRPORT. For this process to be completed, the Consultant understands the necessity for completing a survey that meets the current specifications and accuracy requirements outlined in the reference materials.

   The Consultant understands that CNY is requesting data to support a Design As-Built Airspace Analysis for instrument approach and departure procedures into runway approaches for 03/21. The airspace analysis will be done for instrument procedures. The FAA requires aeronautical survey and mapping services that meets the standards outlined in the FAA Advisory Circulars 150/5300-16B, -17C and -18B, with further guidance from the FAA Northwest Mountain Region (ANM), and the Office of Airports Safety and Standards (AAS) in Washington, D.C. The survey requirements will be completed for:

   - Instrument Procedure Design-As-Built Development – 18B VG design approach for runway 03/21

   - Imagery collection for 15/33 airspace

   The Consultant will provide the deliverables required for the survey type as identified in Table 2-1 of AC 150/5300-18B, shown below:

# Appendix A – AC-18B, Table 2-1 Tasks

| Intended End Use of the Data ➤ / Required Tasks ⮟ | AC Reference | Instrument Procedure Development |
|---|---|---|
| Provide a Survey and Quality Control Plan | 150/5300-16/17/18 | • |
| Establish or validate Airport Geodetic Control | 150/5300-16 | • |
| Perform, document and report the tie to National Spatial Reference System (NSRS) | 150/5300-16 | • |
| Survey runway end(s)/threshold(s) | 150/5300-18 | • |
| Monument runway end(s)/threshold(s) | 150/5300-18 | • |
| Document runway end(s)/threshold location(s) | 150/5300-18 | • [1] |
| Identify and survey any displaced threshold(s) | 150/5300-18 | • |
| Monument displaced threshold(s) | 150/5300-18 | • |
| Document displaced threshold(s) location | 150/5300-18 | • |
| Determine or validate runway length | 150/5300-18 | • |
| Determine or validate runway width | 150/5300-18 | • |
| Determine runway profile using 50-foot stations | 150/5300-18 | • |
| Determine runway profile using 10-foot stations | 150/5300-18 | • |
| Determine the touchdown zone elevation (TDZE) | 150/5300-18 | • |
| Determine and document the intersection point of all specially prepared hard surface (SPHS) runways | 150/5300-18 | |
| Determine and document the horizontal extents of any Stopways | 150/5300-18 | • |
| Determine any Stopway profiles | 150/5300-18 | • |
| Determine if the runway has an associated clearway | 150/5300-18 | |
| Survey clearway to determine objects penetrating the slope | 150/5300-18 | • |
| Determine and document the taxiway intersection to threshold distance | 150/5300-18 | |
| Determine runway true azimuth | 150/5300-18 | • |
| Determine or validate and document the position of navigational aids | 150/5300-18 | • |
| Determine or validate and document the position of runway abeam points of navigational aids | 150/5300-18 | • |
| Determine potential navigational aid screening objects | 150/5300-18 | |
| Collect and document VOR receiver checkpoint location and associated data | 150/5300-18 | |
| Perform or validate and document an airport airspace analysis | 150/5300-18 | • |
| Collect and document helicopter touchdown lift off area (TLOF) | 150/5300-18 | • |
| Collect and document helicopter final approach and takeoff area (FATO) | 150/5300-18 | • |
| Collect or validate and document airport planimetric data | 150/5300-18 | |
| Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport) | 150/5300-18 | |
| Perform or validate a topographic survey | 150/5300-18 | • [4] |
| Collect and document runway and taxiway lighting | 150/5300-18 | |
| Collect and document parking stand coordinates | 150/5300-18 | |
| Collect cultural and natural features of landmark value | 150/5300-18 | |
| Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended | 150/5300-18 | |

| | | |
|---|---|---|
| Determine all Land Use to 65 DNL contour | 150/5300-18 | |
| Document features requiring digital photographs | 150/5300-18 | • |
| Document features requiring sketches | 150/5300-18 | • |
| Collect position and type of runway markings | 150/5300-18 | |
| Collect position and type taxiway markings | 150/5300-18 | |
| Locate, collect, and document photo ID points | 150/5300-17 | |
| Identify collect, and document wetlands or environmentally sensitive areas | 150/5300-18 | |
| Collect imagery | 150/5300-17 | • |
| Provide a final Project Report | 150/5300-16/18 | • |

• = Required Task

[1] Only when runway construction is involved.

[2] All 14 CFR Part 139 airports require 10-foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

[3] Only required for the identified Category II and III special topographic survey

[4] For Cat II and III radar altimeter area or if specifically requested