GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
AGENDA

April 1st, 2024 @ 4:00 p.m.
Grand County Commission Chambers, 125 E. Center Street
Moab, UT 84532

Join Zoom Meeting https://us02web.zoom.us/j/85919598974
To join by phone: Dial (669) 900-6833 Meeting ID: 859 1959 8974

A. Call to Order

B. General Business

1. Re-approve minutes of February 5th, 2024 (Regular meeting) – a later version (2/9) exists than the one considered & voted on at the March 4th meeting, OR, let stand the earlier version (2/8) already approved on March 4.
2. Approve minutes of March 4th, 2024 (Regular meeting)

C. Citizens to be Heard

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

1. Airport Garage Co. new garages: New request for location of garages. Prather sent drawing of 2 new options on March 12.
2. Lease agreement for digital (screen) advertising on 2 terminal walls, for Lions Back Resort (Jon Dwight & Shannon Meredith requesting).

E. Discussion Items:

1. Project Reports
    a. Ramp/Taxiway A1 - Invitation for bids for construction work published March 7, 14, 21.
    b. Generator for terminal - Contract fully signed, waiting for generator and switch to arrive.
    c. Drive through gate replacement -
    d. Hangar 118 – They poured footers and stem walls.

F. Reports:

1. Airport Monthly Data Report - March 2024 & Virtower Data
2. Any questions on the Director's Report for March 2024
3. County Commission
4. City of Moab
5. Travel Council
6. Solar Committee
7. Other reports for Airport Board

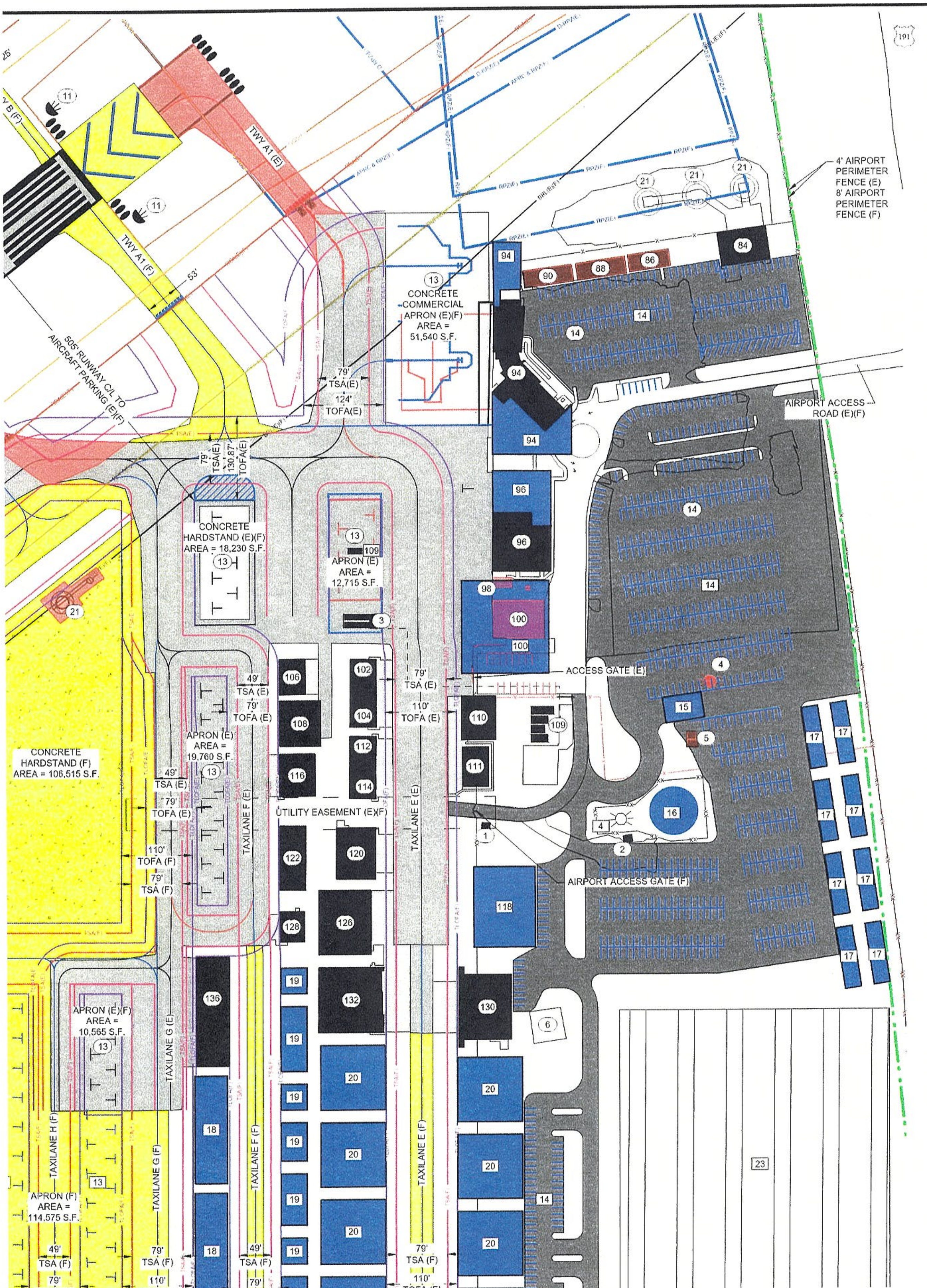
G. Future Considerations

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



SEE SHEET 5

05/2023

ARMSTRONG
A LOCHNER COMPANY

CANYONLANDS REGIONAL AIRPORT
GRAND COUNTY, UTAH

AIP No. 3-49-0020-042-2022
AIRPORT LAYOUT PLAN

No.	ACI No.	Date	Revision / Description	File	Drwn.	Chkd.	Apprvd.
0	226796	05/2023	ORIGINAL ISSUE	6796503	RA	JPH	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

GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES

February 5, 2024 @ 4:00 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 4:01 p.m.
2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), and Shalee Bryant. Airport Director Tammy Howland was also present. On Zoom was Jenny Gleason (Travel Council Rep.).
3. Members not present: Jason Taylor (Moab City Rep.), Randy Martin, and Laurel Catto.
4. Others present: Director's Assistant Tara Collins.

B. General Business

1. Approve minutes of January 8, 2024 (Regular meeting).
Motion by Shalee to approve the minutes, seconded by Bill H., approved 4-0.

2. Any questions on the Director's Report for January 2024.
Tammy relayed that on January 12, there was a disabled aircraft, owned by Gem Air. They bring the UPS deliveries in the mornings. He was able to land safely. His front landing gear was disabled, so he didn't have steering. Redtail towed him out.

3. Airport Monthly Data Report – January 2024 & Virtower Data
Tammy shared the data spreadsheet. She said January low-lead fuel sales were 1,626 gallons, so, down from last year. Tammy reviewed the enplanements. Jenny reported on Redtail flights to Salt Lake City, and said the bookings for those flights were increasing.

C. Citizens to be Heard - None

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

1. Airport Garage Co. new garages: Prather wants the start date of the lease term to be 6 months later than when the Commission approves & signs the lease. (See pgs 1-4 with new proposed language, attached)
Tammy confirmed that this is unusual. She said he just doesn't want to pay rent during construction. But we've never done that for anybody else. Jody pointed out that while it might not be technically favoritism, if we grant this for Prather, we would have to grant it for everyone else. Tammy thought that his concern was that he was paying for land that he's not making money off of. Shalee pointed out that that's the normal cost of business for developers. Bill W. thought it would create some legal issues for the airport, too, regarding ownership. Jody suggested the Board tell Prather that the lease is the lease, and we can't set a precedent like that.

Motion by Shalee to decline to set this precedent, seconded by Bill H., approved 4-0.

2. Dell Keys' hangar sale.
   The Board reviewed the status of this item. At the last meeting, it was left at giving Dell some time to see if this is what she really wants to do, since she objected to the higher rent rate.

3. Approving submission of grant application for Alpha 1 relocation & ramp construction.
   Tammy said this application is standard. It's not a true grant. It's more like entitlement funds. Jody asked about the amount of funding. Tammy said the FAA likes us to estimate on the high end at this stage, then refine it as we get closer. Just because we submit this, it doesn't obligate us to anything. The minimum requirement is 90% completion.
   Motion by Jenny to approve the submission of the grant application, seconded by Shalee, approved 4-0.

E. Discussion Items:

1. Contour Airlines had their grand opening on Feb. 1, with a good turnout.
   Tammy thanked those who attended. Although SkyWest has now bought 25% of Contour, Tammy thought that Contour would not completely sell to them. Tammy said Contour is flying 30-seat planes.

2. Project Reports
   a. Ramp/Taxi lane design work – 90% completion
      Tammy said once the grant is submitted, then we'll do the scope of work, then bidding process.

   b. Generator for terminal – Contract fully signed, waiting for generator to be ordered.
      Tammy just needs to check and see if the money is still there, because her pre-authorized capital improvements list was missing some carryover items.

   c. Drive through gate replacement
      Tammy is waiting on the grant money from FEMA. These gates require much less maintenance, especially with snow. The one estimate was for $65,000. Tammy said they are made of aluminum. Jody confirmed that it will be compatible with our key code system.

   d. CNY Triennial Emergency Exercise – March 14, with 3 planning meetings ahead of that date.
      Tammy said this exercise would entail 29 passengers, 12 deceased. Redtail will provide a pilot and a flight attendant. It will take place after the Contour flight has left. Some members of the high school drama club have signed up to participate.

3. AEAS – Air Services Agreement (ASA) for Contour is fully signed.
4. Lease/Operating Agreement for Contour – exhibits attached, fully signed.

F. Reports:

1. County Commission - Bill W. followed up and asked about the Audit matter.
2. City of Moab - Jason gone.
3. Travel Council - Jenny is working on marketing issues, letting people & agencies know they can still fly to Moab. Jenny will meet with Rocky Mountaineer.
4. Solar Committee - Bill H. is spending quite a bit of time on it, looking at leasing and PPA-type agreements (power purchase agreement). He said you don't make a lot of money on them, but you get the green thing. As soon as the County gets a finance officer on board, they can look at that. Bill W. said they were interviewing people for that position.
5. Other reports for Airport Board
   Shalee asked whether Tammy's old job, Operations Manager, had been filled once she became Director. Shalee was concerned that Tammy's time and resources for strategic planning were thin because of her added duties, and she wondered how the board could support her. Tammy said they restructured, and now they have 2 operations supervisors. But their team is very green, so there's a learning curve. Tammy said she had one team member who's climbing that ladder very quickly. Tammy said the Economic Development department had been very helpful. Shalee is interested in developing a strategic plan that shows what we want the Airport to be in coming years. Tammy agreed that we could use a business plan, outside of the Master Plan. Jody said we could work in conjunction with other boards to achieve articulating our long-term goals. Bill H. said maybe some of these organizations could provide a facilitator for us, who could use their expertise for a business plan. Maybe we could have a workshop. Jenny suggested making the airport entrance more inviting.

G. Future Considerations

Tara brought up Jenny's reappointment to the board, through the Travel Council, and Jenny said she would bring that up with the Travel Council. Shalee wondered whether the board should consider other representatives, for instance, from the Chamber of Commerce or Economic Development. Jody said that would require amendments to the Bylaws, but that we could consider it at future considerations on the next agenda.

Bill H. would like to see more reporting on the status of leases and development in future agendas. He doesn't want to see idle leaseholds. He would also like to provide incentives or marketing for more hangar development. He suggested we could offer new hangars 2 years rent-free. Tammy related how the process can seem cumbersome to some prospective hangar builders. Also she said the Airport would need more staff to make more or faster hangar development possible. Jody said that the airside leasing should be straightforward; it's the commercial leasing that is more complicated.

H. Closed Session, if necessary - No need

I. Adjourn - at 5:15 p.m.

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some legal issues for the airport, too, regarding ownership. Jody suggested the Board say the lease is the lease, and we can't set a precedent like that.
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   Shalee asked whether Tammy's old job, Operations Manager, had been filled once she became Director. Shalee was concerned that Tammy's time and resources for strategic planning were thin because of her added duties, and she wondered how the board could support her. Tammy said they restructured, and now they have 2 operations supervisors. But their team is very green, so there's a learning curve. Tammy said she had one team member who's climbing that ladder very quickly. Tammy said the Economic Development department had been very helpful. Shalee is interested in developing a strategic plan that shows what we want the Airport to be in coming years. Tammy agreed that we could use a business plan, outside of the Master Plan. Jody said we could work in conjunction with other boards to achieve articulating our long-term goals. Bill H. said maybe some of these organizations could provide a facilitator for us, who could use their expertise for a business plan. Maybe we could have a workshop. Jenny suggested making the airport entrance more inviting.

   54:00

G. Future Considerations

H. Closed Session, if necessary

I. Adjourn - at 5:15 p.m.

GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES

March 4th, 2024 @ 4:00 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 4:02 p.m.
2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Jason Taylor (Moab City Rep.), Jenny Gleason (Travel Council Rep.), Randy Martin, and Shalee Bryant. Airport Director Tammy Howland was also present.
3. Members not present: Laurel Catto.
4. Others present: County Attorney Stephen Stocks, hangar tenants Doug Carroll and Dell Keys, Director's Assistant Tara Collins, Keith MacBeth of Skydive Moab. On Zoom were Eric Rivera of Armstrong, and Bill Prather of Airport Garage Co.

B. General Business

1. Approve minutes of February 5th, 2024 (Regular meeting)
Motion by Jenny to approve the Feb. minutes, seconded by Bill H., approved 4-0.

C. Citizens to be Heard - None

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

1. Airport Garage Co. new garages: New request for location of garages. Cost estimates for excavation nearly doubles the cost of the project.

Bill Prather said the soil treatment and the connection to power were both much higher than he anticipated. He doesn't want to pass that cost along to tenants. So he is asking for the new hangars to be located anywhere on the expanded parking lot. Jody asked if he wanted the prior location he was considering before ending up outside of the parking lot. Prather said anywhere on the parking lot would work, anywhere except on the poor soils area outside the parking lot. Jody and Tammy discussed how compacted the soil layers at the edges of the parking lot really are, and decided that they weren't necessarily building-ready. Prather agreed. Tammy said Red Dirt Co. would not have to fill so much, in the parking lot, so it would still need prep, but less prep. Prather said Red Dirt said moving the site to the parking lot would save Prather $35,000 to $45,000, and that would make the difference to him. Jason observed that the County spent a lot of money making that parking lot, and so the County essentially would be doing the dirt work <u>for</u> Prather. Tammy acknowledged that but clarified that the existing prep work isn't building-ready. Prather said the high cost was not due to just prepping for the concrete pad, but also prepping for the 30-foot driveway beside it. Bill Hawley pointed out that the last 2 hangars constructed had to do major soil work. Bill Winfield said that they must look at the long-term goals of the Airport.

Prather reminded him that the risk of relocation was completely borne by him. Jody & Tammy discussed what might trigger a relocation – usually infrastructure. Prather asked what he could provide. Jody requested a map or diagram showing alternatives that might work, something they could discuss and debate as a board. Tammy said the engineers (Armstrong) conveyed that by the time we run out of parking spaces, we would have much bigger problems as an Airport, namely, we would be exceeding the capacity of our terminal.

2. Dell Keys' hangar sale – Vote to recommend termination of Key's lease, approve Keith McBeth for land lease, and decide lease terms.

   Tammy noted that all parties were present, as well as the County Attorney. The County exercised its right of first refusal (they declined to buy). There was discussion about the FAA requirements regarding historical buildings. There was discussion about the remaining time on the lease to reach the maximum of 50 years: 24 years left. There was discussion about hangars appreciating in value instead of depreciating, as they should be, since their leasable time is limited, which is beyond the scope and authority of this board.

   Motion by Bill H. that since the buyer is happy with the new lease term of 24 years and the current rental rate, that the board approve the lease, seconded by Jason (clarified: using the new lease template, not an assignment of Dell's lease), approved 5-0, with Jenny abstaining.

3. Doug Carroll hangar sale – Vote to recommend termination of Carroll's lease, approve land lease for James Mabey, and decide lease terms.

   Doug said that James is the president of Redtail Air.
   Motion by Shalee to offer the buyer a new lease for 31 years total, seconded by Bill H., approved 4-0 with Jenny and Randy abstaining.

E. Discussion Items:

1. Project Reports
   a. Ramp/Taxiway A1 - will go out for bids in March
      Tammy said a request for bids would be in the paper this week.

   b. Generator for terminal - Contract fully signed, waiting for generator and switch to arrive.
      Tammy said the generator is ordered. She estimated delivery to be in 26 weeks.

   c. Drive through gate replacement
      Tammy said they are waiting on the grant for that, then they can send it out for bids. They got the grant through a security provision in FEMA.

   d. CNY Triennial Emergency Exercise - March 14, still need volunteers.

Tammy said they were on the final stretch of preparations. The State Coroner's Office will send people down to do their briefing and presentation on mass casualty scenarios.

e. Hangar 118 - They're pouring footers and stem walls.

f. Airport garages - making head way with estimates and site plans. Nothing to add.

2. Discussion of amending Minimum Standards to clearly outline hangar sales and move into Lease Policies section.
Tara and Tammy will be drafting revisions to these, based on our experience with Dell's hangar sale. We want to make that process clearer. Also, the County Right of First Refusal is in the wrong place in that document, so we will move that into the lease policies, so it's more intuitive, and shows the flow of the process better. Bill H. requested that it be a redline.

F. Reports:

1. Airport Monthly Data Report - February 2024 & Virtower Data
No monthly data available. Tammy says that Contour has completed all their flights, but there have been quite a few delays. Tammy spoke about how the lower fuel sales are hurting Redtail and the airport. She said she's spoken to Contour about it. Also, warmer temperatures will mean that they'll have to buy their fuel here instead of Phoenix. Tammy showed enplanements for Feb.

2. Any questions on the Director's Report for February 2024

3. County Commission - Bill W. said the Commission discussed the Keys and Carroll hangars. Bill W. thinks the Airport really needs a Plan, and he acknowledged Shalee's work with Econ. Dev., but he thinks we need to bring Armstrong on board for this Plan, so that we're not coming up against these problems like with the Airport Garage Co. He'd like the Plan to be about more than economics, but about the physical layout too. Shalee reiterated that this Board needs a Chamber representative, and an Economic Development representative, whether from their advisory board or the department itself. She said there are key elements locally that are affected by the decisions that this Board is making. Jody suggested we could amend the Bylaws and add more representatives.

4. City of Moab - Jason said on Sunday they are going to Washington D.C. with Jacques, Mary, and Joette. They're going to meet with all our congressmen and senators, first to keep the funding coming for the uranium pile, but second, to try to turn ownership of that UMTRA property over to the County and the City jointly. They would like to turn that property into something beneficial to residents. Also they want to meet with Park Service officials. Then they plan to meet with the Department of Transportation, to talk about the EAS, and how these decisions have a ripple effect on local businesses. He said it's created a real

financial crunch on locals, on businesses and employees. He thinks a 5-year EAS contract would be better than a 3-year contract. Randy spoke to the drop in fuel sales since Contour came on. In response to that, Redtail laid off one person, and declined to hire another. Shalee said that Rocky Mountaineer (the tour train) is seriously considering stopping in Grand Junction instead of Moab. Tammy and Bill H. brought up the need for a Marketing Plan. Shalee said Ben and Skye (in Econ. Dev.) were so excited about that.

5. Travel Council - Jenny said Tammy attended the last meeting, to cover transportation options to and from CNY. It is the Travel Council's goal to publicize all the available ways to reach Moab, to help the public understand their travel options to and from here. This will help economic diversification. They are modifying their marketing plan with Love's Communication, to cover how to get to Moab. She said there is a dashboard on the Grand County website, on the Economic Development page, with info about visitors' spending and trends.

6. Solar Committee - No report.

7. Other reports for Airport Board - Shalee and Jenny met with the Economic Development Department and Forrest Rogers, and got a lot of information. Shalee said Ben and Skye of Economic Development were so excited, they're going to start getting funding for a strategic plan for the Airport, and they offered whatever help we need. Jenny said Forrest offered some good ideas, about what other airports do. Jody said a workshop might be more helpful at this stage, and Tammy agreed.

   Randy asked Bill W. about the Internal Audit. Randy had listened to the recording of the audit committee meeting. At the meeting, Kevin Walker said there would be a letter coming from the State Auditor's office, with the findings of their audit. Randy asked if that letter had been received, and if so, did it affect the Airport finances at all. Bill W. said to his knowledge, they hadn't received the letter yet. He said the letter will apply to Grand County as a whole, not just the Airport. Jody asked if Tammy could get some revenue numbers for the Airport, and Tammy said she would.

G. Future Considerations

H. Closed Session, if necessary

I. Adjourn - 5:53 p.m.

W Aviation
Canyonlands
Field Airport
W Aviation Way
W Aviation Way
Alternative
Location


W Aviation
Canyonlands
Field Airport
W Aviation Way
W Aviation Way
Alternative
Location

AIRPORT PROPERTY LEASE BY AND BETWEEN
GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT
AND
LB MOAB OWNER, LLC
FOR
ELECTRONIC ADVERTISING SPACE in TERMINAL

Airport Property Lease
Table of Contents

AIRPORT PROPERTY LEASE

This AIRPORT LEASE AGREEMENT ("Agreement"), is made and entered into this 2nd day of April, 2024 by and between **Grand County**, a political subdivision of the State of Utah ("County"), whose address is 125 East Center St., Moab, UT, 84532, and **LB Moab Owner, LLC**, a Delaware LLC, with address of 3827 Lafayette St., Suite 219, Denver, CO, 80205. ("Tenant"), collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS:

A. The County owns and operates the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah; and

B. The Tenant desires to advertise their products in an electronic format in the Terminal; and

C. The Parties now desire to enter into this Agreement, to lease Terminal wall space ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

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

1. PREMISES
    a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
        i. The combined square footage of two electronic screens, having approximately 60 total square feet of space, hereinafter "Space," located in the Airport Terminal, being more particularly described in Exhibit A, which is attached hereto. Tenant may alter the location of these screens within the Terminal, with prior approval from the Airport Director.
    b. 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.
    c. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE

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

2. INITIAL TERM & AGREEMENT RENEWAL
    a. The initial term of this Lease shall begin on April 2, 2024 ("Effective Date") and continue for one year until April 1, 2025, at which time it may be renewed for additional one-year terms upon the mutual agreement of the Parties.
    b. Tenant will provide a written request to County not less than sixty (60) days prior to the expiration of the Agreement or renewal for each additional one year.
    c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and market rental rates and determine any conditions of renewal such as required Tenant improvement to the Premises or increased Rent based on market rental rates, which conditions shall be provided to Tenant for review thirty (30) days prior to expiration of the Agreement and integrated into the annual fee payment schedule.
    d. Each annual renewal is subject to County approval; 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 2(c).

3. RENT
    a. <u>Rent.</u> Tenant agrees to pay County the Base Rate of Forty Dollars ($40.00) per week ($20.00 per screen per week), or One Hundred Twenty Dollars ($120.00) per month ($60.00 per screen per month) ("Rent") as established in the County Fee Ordinance, unless and until adjusted under Section 3(d).
        i. Rent shall be paid in advance, and may be paid in monthly installments.
        ii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
    b. <u>Place of Payment.</u> All payments due by Tenant to County under this Agreement shall be remitted to: **<u>County Clerk, 125 East Center, Moab, Utah 84532</u>**.
    c. <u>Delinquent Payments</u>. Without waiving any other right of action available to County, if Tenant fails to pay any installment of monthly rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").
    d. <u>Rental Adjustments:</u>
        i. The annual rent payable under this Agreement shall be adjusted based on the approved annual County Fee Schedule terminal rent rates.

4. EXPIRATION / TERMINATION
    a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant will return the Premises to its original condition.
    b. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement,

Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.

5. CANCELLATION BY TENANT
    a. This Agreement may be cancelled by Tenant at any time, by Tenant giving written notice to County.

6. USES AND PRIVILEGES OF TENANT
    a. Premises Use. Tenant shall use the Premises solely for electronic advertising on screens. Allowable use includes:
        i. Family-friendly advertising for Lion's Back Resort.
    b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:
        i. Tenant agrees not to change or add to the allowed subject matter, nor to sublet electronic advertising space to another entity, nor to advertise for other companies, without prior approval from Airport Management;
        ii. Anything deemed "inappropriate" by Airport Administration or is offensive in any way.

7. 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, which can be found at www.grandcountyutah.net on the Airport page.
    b. Violation. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.
    c. Conflict. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations shall control.

8. INSPECTION
    a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding area and provide any information to the County pertaining to concerns or issues related to the Premises.
    b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
    c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises, with normal wear and tear excepted.
    d. County Inspection. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations.

9. IMPROVEMENTS

a. “Improvements” or “Tenant Improvement” as used in this Agreement shall include 2 stationary electronic screens on 2 existing terminal walls.
b. Plans and specifications for other Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any other Improvements.
c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenant’s operations thereon.

10. 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.

11. 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 in a way that will reflect positively on the overall appearance of the Airport.
c. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
d. Unsightly materials not being used or creating a hazard shall be discarded or removed.
e. If any Airport property is damaged during the installing or uninstalling of the digital screens, or from any other aspect of the presence of the screens, Tenant shall be fully and solely responsible for repairing said damage.
f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.

        i. All sums so expended by the County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

12. 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 at the terminal, 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.

13. INDEMNIFICATION
    a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, hold harmless, 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.

14. INSURANCE
    a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the personal property or possessions of the Tenant or for personal property or possessions of others 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, including Tenant Improvements.
    c. Tenant shall carry and keep in force applicable insurance coverage of each policy or policies, as follows:

i. **Commercial General Liability / Business Liability**: Insurance including property damage, bodily injury and personal injury.
    1. $1,000,000 per occurrence and $2,000,000 aggregate;

ii. **Workers Compensation Insurance:** Statutory, in compliance with State of Utah law, unless a written waiver is obtained from the State;

iii. **Property Insurance:** against all risks of loss to the Leased Premises and any Tenant Improvements at full replacement cost with no coinsurance limits maintained (not applicable).

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

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

f. <u>Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph, to be attached hereto, then annually each year, or within 5 days of request by the County.</u>

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

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

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

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

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

i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. The

Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

15. 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.
   b. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
   c. 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.
   d. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

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

17. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:
    - i. Failure to Pay Rent / Perform Covenants.
        1. The failure of Tenant to pay any amounts due under this Agreement on the date the fees are due, with or without notice; or
        2. The failure of Tenant to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than thirty (30) days after written notice of such failure is given to Tenant.
    - ii. Abandonment of Premises.
        1. If Tenant should abandon the Premises for a period of thirty (30) 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 ten (10) 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, County may avail itself of the following remedies which are cumulative and not exclusive:

i. <u>Delinquent Payments.</u> Without waiving any other right of action available to County, if Tenant fails to pay any installment of monthly or annual rent or any other fee due hereunder within ten (10) days of the date the said rent or other fee is due, with or without notice, Tenant shall owe 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").

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

iii. 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.

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

18. COSTS AND ATTORNEYS' FEES
    a. The parties agree in the event of default, the defaulting party agrees to pay all reasonable costs, attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be held in the Seventh Judicial District Court located in Grand County, Utah.

19. 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.

20. 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.

21. NON-DISCRIMINATION
    a. Tenant 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 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.

22. 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.

23. 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.

24. 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:

LB MOAB OWNER, LLC
Attn: Jon Dwight
3827 Lafayette St., Suite 219
Denver, CO 80205
Phone: 970-708-0691

Or by email to:
E-mail: jon@inventdp.com

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

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

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

With a Copy To:
Airport Director
125 E. Center St.
Moab, Utah 84532

County Attorney
125 East Center St.
Moab, Utah 84532

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

c. Fees shall be paid to the County at the address set forth in this Agreement.

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

25. COMPLIANCE WITH LAWS

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

b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
c. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from 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 canceled.
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 that the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

26. EVENT OF WAR OR NATIONAL EMERGENCY
a. During time of war or national emergency County shall have the right to establish an Agreement with the United States Government for use of the landing area or any part thereof, 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.

27. 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.

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

29. 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.

30. 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 Seventh Judicial District Court in Grand County, Utah..

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:

SIGNED: ____

Jon Dwight, Authorized Signatory, LB Moab Owner, LLC DATE

SIGNED: ____

Jacques Hadler, Grand County Commission Chair DATE

ATTEST: ____

Gabriel Woytek, County Clerk DATE

EXHIBIT A

PREMISES

Description:

Wall space for 2 electronic screens, in pink.

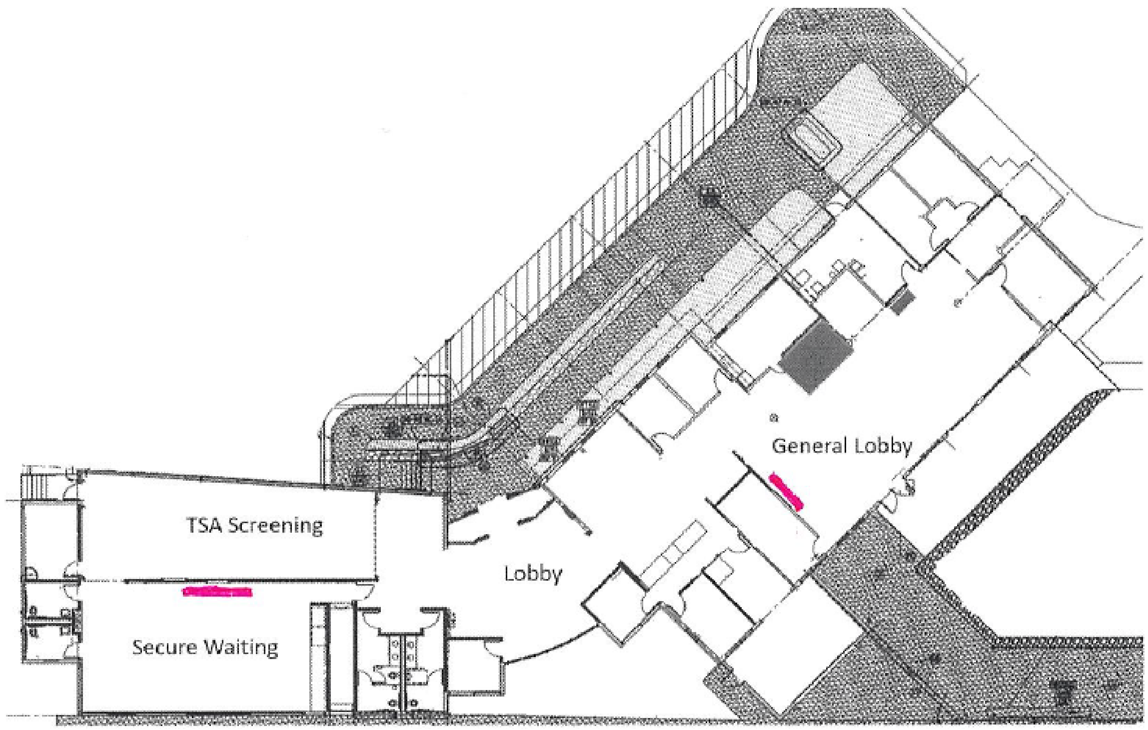

EXHIBIT B

CERTIFICATES OF INSURANCE (COI)


PRIVATE
POLYPERFORMANCE
Call us: 805-783-2080
www.polyperformance.com
EXIT
SHUTTLE / TAXI


2.15.24
STEVE SPAGNUOLO
utely devastating end to yesterday's Super Bowl Parade in Kansas City.
EXIT
EMERGENCY
EXIT ONLY
STOP

April 2024

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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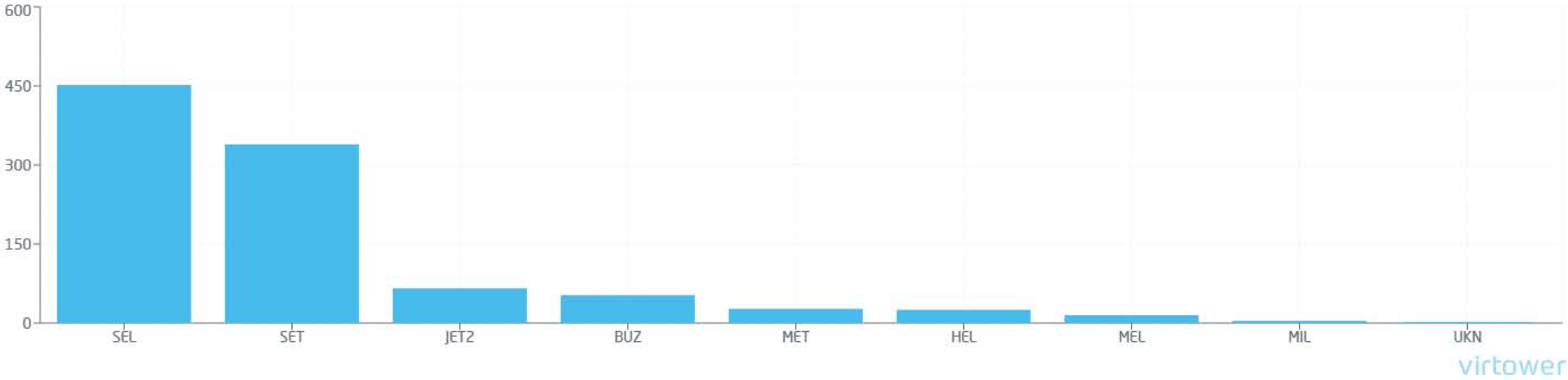
Operations Based vs Visiting

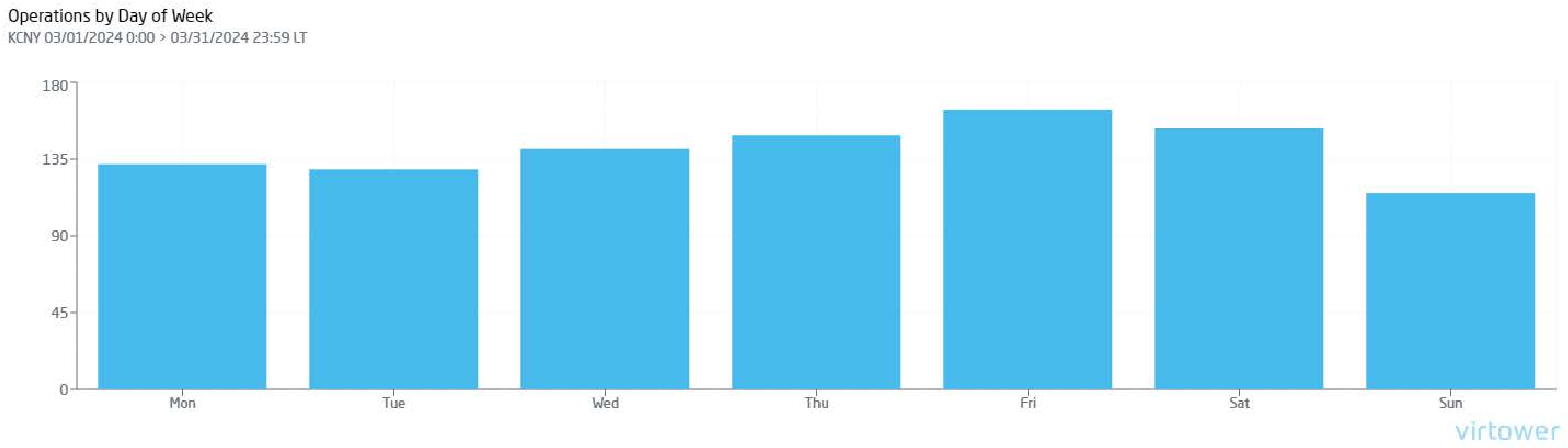
KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT

virtower

Operations by Aircraft Category

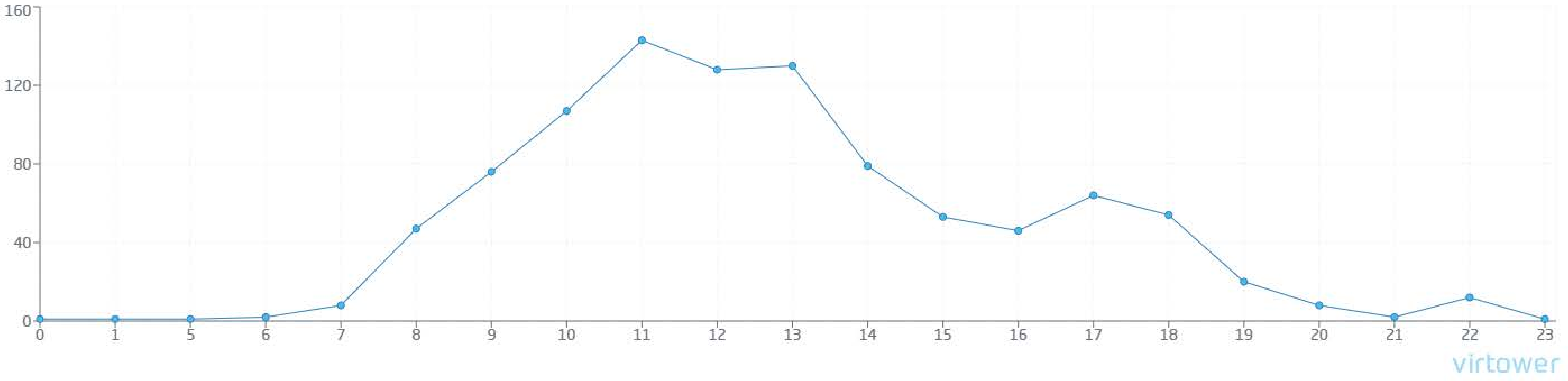
KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT




Operations by Day of Week
KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT
180
135
90
45
0
Mon
Tue
Wed
Thu
Fri
Sat
Sun
virtower

Operations per Hour (Landings & Takeoffs)

KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT



Landings per Runway

KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT

Takeoffs per Runway

KCNY 03/01/2024 0:00 > 03/31/2024 23:59 LT

virtower