

**GRAND COUNTY AIRPORT BOARD  
REGULAR MEETING  
AGENDA**

**July 1, 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. Approve minutes of June 3, 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. Consult with County Attorney Stephen Stocks re: insurance terms for airport leases and operating agreements.
  - 2. Rydman Lease for Lot 16 - Attorney Sloan's redline edits to Section 21: Insurance.
  - 3. Revised Lease for Airport Garage Co. - redline of Section 24: Relocation
  - 4. Recommend Submission of application for the Bipartisan Infrastructure Airport Terminal Projects Funding Opportunity. See supporting documents, NOFO will be published Monday July 1<sup>st</sup>. (Notice of Funding Opportunity).
- E. Discussion Items:
  - 1. OPMA Training Certificates due once a year - Open & Public Meetings Act, per Utah State Code 52-4-104.  
Go to: <https://training.auditor.utah.gov/collections>
  - 2. Project Reports
    - a. Ramp/Taxiway A1 - Bid accepted, waiting for grant offer from FAA.
    - b. Drive through gate replacement - 2 bids received by June 11. The bids were evaluated on a spreadsheet by Tammy, Tara, and Rea in accordance with the weighted criteria outlined in the RFP. Custom Fence Co. was chosen, and they accepted the offer.
    - c. Beacon Tower
- F. Reports:
  - 1. Airport Monthly Data Report - June 2024 & Virtower Data
  - 2. Any questions on Director's Report for June 2024
  - 3. County Commission
  - 4. City of Moab
  - 5. Travel Council
  - 6. Solar Committee
  - 7. Other reports for Airport Board

G. Future Considerations

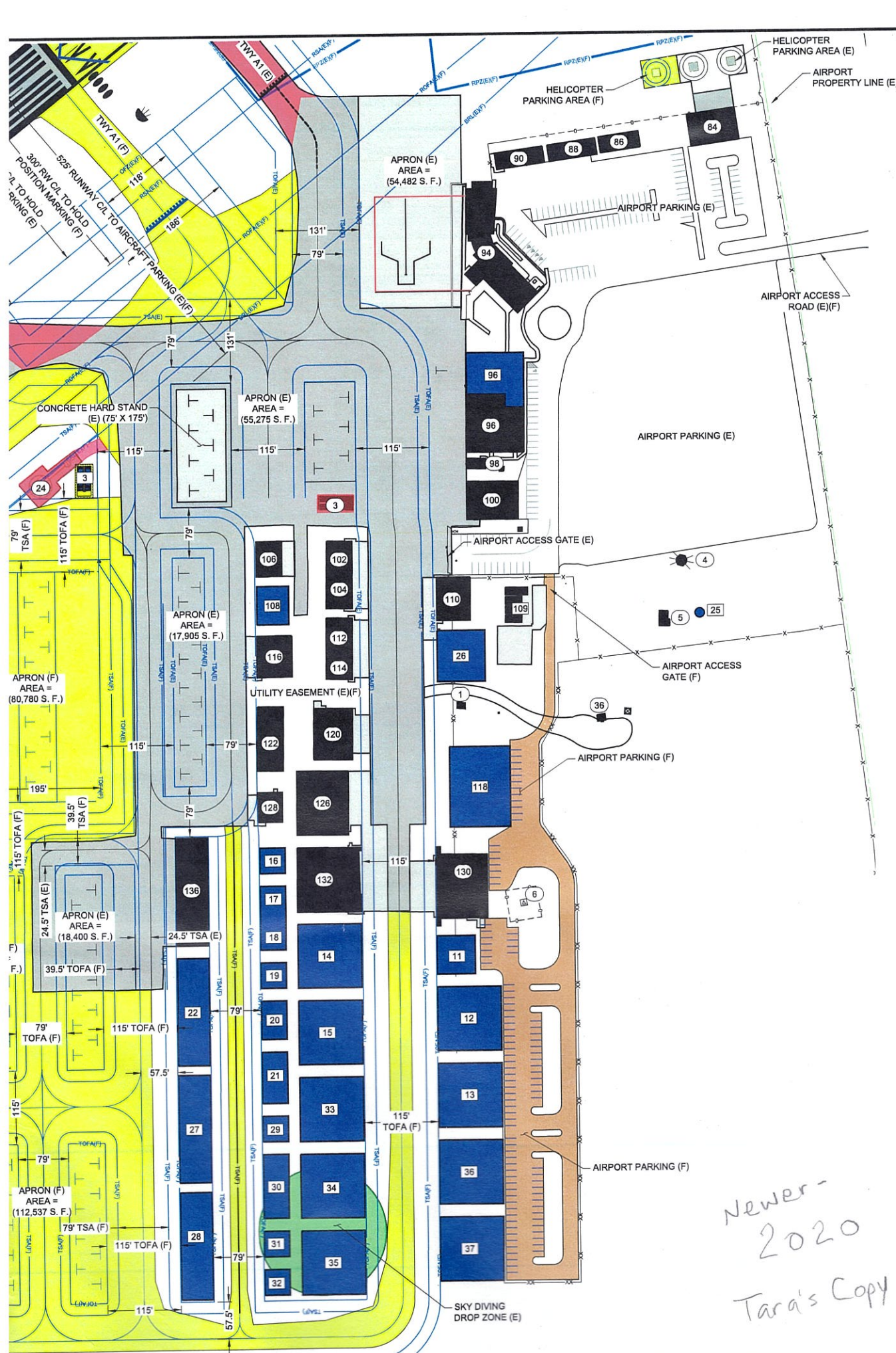
H. Closed Session, if necessary

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 \_\_\_\_\_



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   | 186398      | 05/2019 | AS-BUILT - AIP's 030 & 031 | 6393503 | LKB   | JZP   | JZP     |
| 0   | 146251      | 09/2015 | ORIGINAL ISSUE             | 8251503 | GWK   | JMR   | JZP     |

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM (AIP) OF THE FEDERAL AVIATION ADMINISTRATION (FAA). THE AIRPORT IMPROVEMENT PROGRAM IS A FEDERAL-STATE PARTNERSHIP PROGRAM THAT PROVIDES FINANCIAL ASSISTANCE TO AIRPORTS FOR THE CONSTRUCTION OF AIRPORT FACILITIES. THE AIRPORT IMPROVEMENT PROGRAM IS A FEDERAL-STATE PARTNERSHIP PROGRAM THAT PROVIDES FINANCIAL ASSISTANCE TO AIRPORTS FOR THE CONSTRUCTION OF AIRPORT FACILITIES. THE AIRPORT IMPROVEMENT PROGRAM IS A FEDERAL-STATE PARTNERSHIP PROGRAM THAT PROVIDES FINANCIAL ASSISTANCE TO AIRPORTS FOR THE CONSTRUCTION OF AIRPORT FACILITIES.

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Tara's Copy

**GRAND COUNTY AIRPORT BOARD  
REGULAR MEETING  
MINUTES**

**June 3, 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 4:03 p.m.
2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Jason Taylor (Moab City Rep.), Shalee Bryant, and Randy Martin. Airport Director Tammy Howland was also present.
3. Members not present: Laurel Catto and Jenny Gleason (Travel Council Rep.), although Alex Borichevsky attended on behalf of the Travel Council as a non-voting member, until his appointment to the Board is confirmed by the County Commission.
4. Others present: Director's Assistant Tara Collins. On Zoom was Bill Prather of Airport Garage Co.

**B. General Business**

1. Approve minutes of April 1, 2024 (Regular meeting) (May meeting canceled).  
**Motion** by Bill Hawley to approve the minutes, seconded by Randy, approved 5-0.

**C. Citizens to be Heard - None**

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

1. Interview Brian Hunnings and Alex Borichevsky for a position on the Airport Board (Travel Council Rep.)

Alex said Brian was not present, and that they had initially wanted to split the time serving as board member between the two of them, and wondered if that was ok. Jody thought the Bylaws did not address this. Bill H. said that it would be better if it were one rep., because they have ongoing projects and issues that they cover. Shalee confirmed that this is a voting position, and said that makes a difference for a shared position. Bill W. thought they should postpone this so they can discuss it at Travel Council. Alex said there were a couple of events he's committed to this summer that would conflict with Airport Board meeting dates. Shalee suggested that on those dates, Alex could send a proxy, such as Brian, who could listen in, but just not vote. Jody pointed out that in our Bylaws, there are a certain number of meetings you are allowed to miss. So missing a few is not a big deal. Tammy thought it was better to have consistency in members.

The interview commenced. Alex first moved to Moab in 2000, to work as a seasonal river guide. Then he opened Sabaku, a sushi bar in 2010 with friend

Frankie, and then 98 Center (restaurant). Alex discussed some of the issues currently facing CNY Airport.

**Motion** by Randy to accept the nomination of Alex as the new Rep., seconded by Shalee, approved 5-0.

2. Airport Garage Co. has a new site plan (5/21).  
Mr. Prather went over the new site plan, which will be 19 units instead of 24, so as to accommodate a 60-foot wide opening (by the beacon) that may be a future Airport road. This new site plan has entrance and exit driveways. Prather mentioned that fire departments like that configuration.

There was discussion about this location for the garages, versus other locations. There was discussion about some of the dimensions, like the driveway. Prather said there would be electricity to the garages, that's the only utility. Someone asked about outside lighting. Prather asked how dark our Airport gets at night, Tammy said very dark. Prather said they've never had any security issues out here. Jody asked about drainage, Prather said they would relocate the water ditch to the south. It's a shallow ditch. Bill H. asked that the lease read that Prather is responsible for maintaining the driveway. Bill W. thought the future road should be next to the fenceline, instead of through the middle of the parking lot. There was discussion about expansion of parking. Shalee noted that when airports grow, they tend to build up for parking, not out. Bill H. pointed out that on the current ALP, we show the parking going much further south. Tammy said the ALP is conceptual. Jason thought the garages should be situated the other way: Parallel to the highway, not perpendicular. Jody thought so too: that the garages should be turned 90 degrees. Bill H. said he didn't want the row of garages parallel to the highway, because of the visuals. Shalee thought it would be a shame to lose parking space. But Bill W. pointed out that Prather was willing to move them, they didn't need to be permanently in that location. Shalee and Tammy agreed that these garages would be a high-end draw for our Airport. Alex suggested we could put advertising on the garages, but Tammy said it's now a scenic highway, so no more advertising is allowed. Bill H. said he was in support of Prather moving ahead with this latest site plan. Jody agreed, and said we have a mechanism to have the garages moved if we need to, for future design.

**Motion** by Bill H. to approve Prather's proposal for location and siting of the parking garages, pending review of actual site plans, and that we go ahead with the lease. Seconded by Shalee, approved 5-0.

Bill H. asked Prather to name the distance between the 2 buildings, the width of the driveway. Prather agreed to, and said they would be moving forward with more technical plans anyway.

3. Choose a committee to determine insurance terms for new airport leases.

Tammy said we wanted to expedite our leasing processes, and she said every lease we have drafted gets hung up at insurance. The current County Attorney is fine with whatever this Board wants to do with insurance. She said there are a hundred variations that we could specify for insurance needs, and there are no regulations saying what insurance is required. It's based on what each airport and each community wants. Tammy referenced some other airports' insurance requirements (in the packet). Tammy said whatever we decide, we need to go back and make sure that each airport tenant is required that same insurance. So she's proposing a committee to sort through the insurance options, and decide.

Jason pointed out that since the former County Attorney (Sloan) went to the trouble of researching all these rates, shouldn't the current County Attorney (Stocks) do the leg work on this, not the Board? Bill W. thought we should have Attorney Stocks in attendance for discussions of insurance. Bill H. thought we should have a mission statement for whoever will be reviewing our insurance requirements, that says what the purpose of this insurance is, what we're trying to accomplish. Are we just trying to shield the County, or is there something more?

Tammy reiterated how many options there were, including not requiring any insurance. She said that Sloan set insurance requirements that completely protected the County, but there are airport users who think that they should be the ones to decide on insurance. We don't want to be on one extreme or the other. Shalee asked what problems people are having with our current insurance requirements, and Tammy said they think the limits are too high, they don't want to pay that much. Tara explained that the current objecting tenants, whose private attorney is Sloan, think that since they will not have subtenants or commercial activity, it's just a father and adult son, that their insurance limits should be lower. Bill H. clarified that the leases already require tenants to hold the County harmless, so that could be an argument for one extreme of requiring no insurance. He added that a middle ground would be, say, requiring only liability insurance. Jason, Jody, and Bill W. want Stocks to be the decision-maker, maybe put out a memo, they need some parameters. Jason wondered why we are making CNY tenants get more insurance than the transient planes flying in temporarily. Bill W. and Jody suggested we invite Stocks to the next meeting.

#### E. Discussion Items:

##### 1. Project Reports

- a. Advertising (Mentioned in Future Considerations on 4/1.)

Tammy said we want to establish standards for this, and asked the Board what they wanted our advertising standards to be. Bill H. said that he researched digital advertising, and the expense of it is the administration of it, managing the billing, and marketing the advertising opportunities. Jody said we could cut down on that administrative time by offering a minimum time of ad airing for a flat fee. Bill H. asked who currently manages the airport billing. Tammy said she sends the Clerk's office a

billing request spreadsheet every month. It's pretty much the same every month, and Bill H. said this advertising billing would be constantly changing, but said there are third party companies that can manage it for us, like our parking revenue. Tammy said Jenny had contacted Love's Communications, and Bill W. said it would be a good idea to ask Love's for a proposal. Jody reminded us that we may need 3 proposals, if the dollar amount meets a certain threshold. Tammy said since the County is contracted with Love's, they need not seek 3 proposals.

Tammy asked if they wanted only aviation-related ads, or tourism-related? The Board said they wanted any and all advertising. Shalee suggested we make the ad contract read "upon approval by Airport Management."

- b. Ramp/Taxiway A1 - Bid accepted, waiting for grant offer from FAA. Tammy said we are still waiting on the ramp expansion. The FAA Reauthorization Bill just got passed. We are asking for discretionary money on that one. We are definitely moving forward with Taxiway A-1 this year. Tammy explained to Alex why they are required to move the threshold (because otherwise they would have to move Highway 191).
- c. Generator for terminal - Tammy said it's completed. It will cover all the power that the terminal needs, not just some of it, and is an automatic switchover.
- d. Drive through gate replacement - out for bids. Extended deadline for proposals to June 11, 2024. Tammy knows of 2 definite bidders.

#### F. Reports:

- 1. Airport Monthly Data Report - April & May 2024 & Virtower Data  
Enplanements are increasing. Fuel sales are still down, at least for JetA. Tammy defined enplanement for Alex. All of the money we get is based on enplanements. Tammy talked about how we can boost Contour's flight sales, and said that on June 18, Contour will be run by American Airlines, and that will help. We will then have a set gate space in Phoenix, which will help a lot with delays. Alex discussed Moab flight departure times, and connecting flights. Shalee said that is a problem everywhere, not just in Moab. Randy relayed that once we get with American, they will be able to track late passengers on their incoming connection, and wait for them. There was discussion about flights to Denver and Salt Lake City.
- 2. Director's Report for April & May 2024 – No questions.
- 3. County Commission - Bill W. asked about the vending machines.
- 4. City of Moab - Jason said the City Council recently walked around Main Street at different times of the day, observing traffic patterns and other conditions, hoping to make Moab more walking-friendly.

5. Travel Council - Alex said they are working on attracting weddings to Moab. They get rehearsal dinner requests all the time. He also talked about Rocky Mountaineer (the tourist train).
6. Solar Committee - Bill H. clarified that there will be 2 separate events: a walk-through at the Airport by Neighborhood Power, and then a solar presentation (online meeting) by Neighborhood Power. They are proposing a PPA (Power Purchase Agreement). Whatever power the site generates, we buy them all, at the set rate, for 25 years or however long. We would be paying this company about what we pay to Rocky Mountain Power, but it stabilizes our power, we get to go green, and we'd be at a fixed rate for a long time. He said it's on the Board to decide if this is a good deal or not. We need to get a REIP grant (for rural areas) to get this going. The County can't apply, but a small company can apply. This company will also work with investors in the beginning phases, and then recoup all their money later. The terminal is the biggest user of power at the Airport. Bill H. asked about grant-writing services at the County.
7. Other reports for Airport Board - Shalee said it would be great to have a Chamber seat on this Board. She said that representatives from all the Utah Chambers went to Washington D.C. A staffer for Senator Lee met with them, and wanted to know how they can help out Moab. They don't want us to feel isolated. These legislators can attend our Board meetings too.

G. Future Considerations

H. Closed Session, if necessary

I. Adjourn - at 5:55 p.m.

1.1.1.1. Services (ground transportation, concessions, FBO operations, charters, etc.).

1.1.1.2. Utilities (sewer, water, garbage, electrical, etc.).

## **1.2. Minimum Insurance Requirements:**

1.2.1. The Operator shall, at its own cost and expense, obtain and maintain all such insurance required by the County, which requirements and policy amounts may be reevaluated and increased periodically in the County's sole discretion.

1.2.2. Operators shall provide the County with a copy of all such certificates of insurance on an annual basis.

1.2.3. Operators shall indemnify, defend, and hold the County, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including attorney's fees and costs incurred by the County as a result of injury, or death or damage to persons or property sustained as a result of the Operator's use of the Leased Premises and operations at the Airport.

1.2.4. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided for herein, the County may obtain such insurance and charge the Tenant as additional rent, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction.

## **2. APPLICATION REQUIREMENTS**

2.1. Applications for permission to conduct any Aeronautical and/or Commercial Activity or for a land or facility lease Agreement to conduct such activity at the Airport shall be made in writing to the Airport Director.

2.2. Applicants are strongly encouraged to visit with the Director to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application (See application in Appendix A).

2.3. The applicant shall submit all information and materials necessary or requested by the County to establish, to the County's satisfaction, the applicant will qualify and comply with these Standards.

2.4. Application must be completed in its entirety. A non-refundable application fee for commercial activity or a ground lease for a hangar, must be submitted with the application, such fee amount to be found in the County Fee Schedule.

2.5. If requested by the County for the purpose and type of commercial business activity, the applicant shall also submit the following supporting documentations:

2.5.1. Financial Statements – A current financial statement prepared or certified

## 21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- c. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage as follows:
  - i. **Commercial General Liability / Aviation Liability:** For property damage, bodily injury and personal injury.
    1. \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
  - ii. **Automobile Liability Insurance:** For bodily injury and property damage for Tenant's owned, non-owned and hired vehicles used airside.
    1. \$1,000,000 per occurrence with no limits;
  - iii. **Ground Hangar Keepers Liability:** For damage to or destruction of aircraft while in or on the Leased Premises, which policy shall be effective on the date Tenant receives its Certificate of Occupancy from the County.
    1. \$1,000,000 each aircraft and;
    2. \$1,000,000 for each occurrence;
    3. With a maximum deductible of \$10,000 each and every loss;
  - iv. **Workers Compensation Insurance:** For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a written waiver from the State of Utah;
  - v. **Pollution Liability for Commercial Operators:**
    1. \$1,000,000 for each occurrence; and
  - vi. **Property Insurance:** against all risks of loss to any Tenant Improvements, including any hangar or other structure constructed on the Premises, at full replacement cost.
- 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 an additional insured. **for private hangars (Rydman): provided, however, that if Tenant cannot add County**

to its personal vehicle policy, and provides County with proof of the same, Tenant shall not be in violation of this Lease.]

- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, before the future expiration of any policy, and within five (5) calendar 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 in a form acceptable to County shall be delivered to the County at least 10 days prior to the effective date of the insurance policy for which the certificate is issued.
- g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling to procure such additional insurance, Tenant may terminate this Lease by providing written notice to County, as provided in Section 27 of this Agreement. Annual Rent and other fees due hereunder shall be payable only to the date of said termination. In the event Tenant is unable to obtain such additional insurance, it shall provide County with notice and proof of the same, in which event this Section 21 shall continue in full force and effect.
- h. To the extent allowed by the laws of the State of Utah, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lightning and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
- i. Except as expressly provided in this Section 21, if Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. Tenant must cease operations during any vacancy in insurance coverage until coverage has been obtained and approved.

## 21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value. County strongly encourages Tenant to insure its aircraft and other personal property at Tenant's sole cost.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- c. Prior to the commencement of construction ~~or any commercial activity on the Leased Premises~~ as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage ~~of each policy or policies~~, as follows:
- i. **~~Commercial General Liability/ Aviation Liability~~**: For property damage, bodily injury and personal injury inflicted by or in the operation of the aircraft.
- ~~1. \$2,000,000 per occurrence and \$4,000,000 annual aggregate;~~
- ii. **Automobile Liability Insurance**: For bodily injury and property damage for ~~owned, non-owned and hired~~ Tenant's vehicles used ~~in Tenant's airside operations, if any.~~
1. \$1,000,000 per occurrence ~~with no limits, if reasonably available. To the extent that Tenant cannot obtain such insurance, and provides County with proof of the same, Tenant shall not be in violation of this Lease if Tenant maintains the minimum statutory amounts required by the State of Utah.~~
- iii. **~~Ground Hangar Keepers Liability~~**: For damage to or destruction of aircraft while in or on the Leased Premises, which policy shall be effective on the date Tenant receives its Certificate of Occupancy from the County.
- ~~1. \$1,000,000 each aircraft and;~~
- ~~2. \$1,000,000 for each occurrence;~~
- ~~3. With a maximum deductible of \$10,000 each and every loss;~~
- iv. **~~Workers Compensation Insurance~~**: For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a waiver from the State of Utah.
- v. **~~Pollution Liability for Commercial Operators~~**:
- ~~1. \$1,000,000 for each occurrence.~~
- vi. **Property Insurance**: against all risks of loss to any Tenant Improvements, including any hangar or other structure constructed on the Premises, at full replacement cost ~~with no coinsurance limits maintained.~~
- d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
- e. Each insurance policy must include Grand County as an additional insured; provided, however, that if Tenant cannot add County to its personal vehicle policy, and provides County with proof of the same, Tenant shall not be in violation of this Lease.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.
- i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
- ii. Certificates of insurance in a form acceptable to County shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
- iii. ~~Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.~~
- g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling ~~or unable to~~

procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination. In the event Tenant is unable to obtain such additional insurance, it shall provide County with notice and proof of the same, in which event this Section 21 shall continue in full force and effect.

- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lightning and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
- i. Except as expressly provided in this Section 21, if Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.



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

# **Airport Property Lease and License Agreement**

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## AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement (“Agreement”), is made and entered into this 20<sup>th</sup> day of June, 2023 by and between GRAND COUNTY, a Utah political subdivision (“County”) at 125 East Center St., Moab, UT, 84532, and Allen G. Rydman and Nathan D. Rydman (“Tenant”) collectively referred to hereinafter as the “Parties” and individually as a “Party”.

### RECITALS:

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

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

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

### 1. PREMISES

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

## 2. INITIAL TERM

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

## 3. AGREEMENT RENEWAL

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

## 4. RENT

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

## 6. EXPIRATION / TERMINATION

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

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

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

#### 7. COUNTY RIGHT OF FIRST REFUSAL

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

## 8. USES AND PRIVILEGES OF TENANT

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

- c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
  - i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
  - ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.
- d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.
- e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.
- f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.
- g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:
  - i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
  - ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
  - iii. Prior arrangement for necessary inspections related to compliance.
    - 1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

- iv. Tenant shall inform each subtenant of the County's right to enter the premises, as outlined in i.-iii. above.
- h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

## 9. MINIMUM STANDARDS AND RULES AND REGULATIONS

- a. Compliance. Tenant represents throughout the duration of this Agreement that they have read and will comply with the Airport Minimum Standards and Rules and Regulations, which can be found on the Grand County website on the Airport page, and as approved or amended by the County.
- b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of the latter two documents shall control.

## 10. INSPECTION

- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
- b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
- c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

## 11. IMPROVEMENTS

- a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structure, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar.
- b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.
- c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
- d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and

regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.

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

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

## 12. FINANCING

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

## 13. TAXES AND LICENSES

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

#### 14. REPAIR AND MAINTENANCE

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

#### 15. SNOW REMOVAL

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

#### 16. ALTERATIONS AND ADDITIONS

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

- i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
  - ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
- d. All alterations, additions, installations, placement, erections, or changes shall be subject to the requirements of Section 11 (Improvements).

#### 17. SIGNS

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

#### 18. FIRE EXTINGUISHERS

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

#### 19. UTILITIES

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

## 20. INDEMNIFICATION

- a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from Tenant's operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants, contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).
- b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, contractors or employees.
- c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

## 21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value. County strongly encourages Tenant to insure its aircraft and other personal property at Tenant's sole cost.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- c. Prior to the commencement of construction as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force insurance coverage of each policy or policies, as follows:
  - i. **Aviation Liability:** For property damage, bodily injury and personal injury inflicted by or in the operation of the aircraft.
  - ii. **Automobile Liability Insurance:** For bodily injury and property damage for Tenant's vehicles used airside.
    1. \$1,000,000 per occurrence, if reasonably available. To the extent that Tenant cannot obtain such insurance, and

provides County with proof of the same, Tenant shall not be in violation of this Lease if Tenant maintains the minimum statutory amounts required by the State of Utah.

iii. **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.

- 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 an additional insured, provided, however, that if Tenant cannot add County to its personal vehicle policy, and provides County with proof of the same, Tenant shall not be in violation of this Lease.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.
  - i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
  - ii. Certificates of insurance in a form acceptable to County 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.
- g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lightning and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

- i. Except as expressly provided in this Section 21, if Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

## 22. DAMAGE OR DESTRUCTION

- a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.
- b. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
- c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
- d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.
- e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

## 23. OBLIGATIONS OF COUNTY

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

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

## 24. RELOCATION OF PREMISES

- a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.
- b. At the time of such relocation, and in the County's sole discretion, the County shall either:

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

## 25. DEFAULT

- a. The following shall constitute a material default and breach of this Agreement by the Tenant:
  - i. Failure to Pay Rent / Amounts Due.
    - 1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.
  - ii. Abandonment of Premises.
    - 1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.
  - iii. Provides Materially False Information.
    - 1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.
  - iv. Bankruptcy or Insolvency.
    - 1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this

Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.

- a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
  - b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.
- v. Unapproved or Unauthorized Transfer of Interest.
  - 1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.
- vi. Failure to Comply with Insurance Requirements.
  - 1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.
- vii. Other Agreement Provisions.
  - 1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.
- b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, Tenant and County may avail itself of the following remedies which are cumulative and not exclusive:
  - i. Right of Surrender.
    - 1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.

2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
- ii. Right to Re-Enter.
    1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
  - iii. Right to Relet Premises.
    1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
    2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid rent hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.
    3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

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

the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

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

## 26. COSTS AND ATTORNEY'S FEES, VENUE

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

## 27. CANCELLATION BY TENANT

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

## 28. QUIET ENJOYMENT

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

## 29. PUBLIC RECORDS

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

## 30. NON-DISCRIMINATION

- a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:
  - i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
  - ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
  - iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.
- b. Nondiscrimination Regarding USDOT Programs.
  - i. Tenant, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services of Federal Regulations, Department of Transportation, Subtitle A Part

21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations as amended.

- c. Affirmative Action.
  - i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
- d. Human Rights Law.
  - i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
- e. Enforcement.
  - i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. Agreement Preserves Compliance.
  - i. This Agreement shall be interpreted to preserve Tenant's rights and powers to comply with Federal and other governmental obligations.

### 31. SUBORDINATION TO AUTHORITY GOVERNMENT COMMITMENTS

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

### 32. RIGHT OF FLIGHT

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

### 33. NOTICE AND PLACE FOR PAYMENT OF FEES

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

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

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

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

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

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

County Attorney  
125 East Center St.  
Moab, Utah 84532

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

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

#### 34. COMPLIANCE WITH LAWS

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

#### 35. EVENT OF WAR OR NATIONAL EMERGENCY

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

### 36. ASSIGNMENT / TRANSFER

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

### 37. AMENDMENTS

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

### 38. SEVERABILITY

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

### 39. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
- c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall

include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

- e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
- f. The Airport reserves all rights to itself which are not expressly granted herein to Tenant.
- g. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
- h. "Tenant" as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, contractors, directors, officers, agents, members, and shareholders, and Tenant shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties:

SIGNED: \_\_\_\_\_  
Allen G. Rydman DATE

SIGNED: \_\_\_\_\_  
Nathan D. Rydman DATE

SIGNED: \_\_\_\_\_  
Jacques Hadler, Grand County Commission Chair DATE

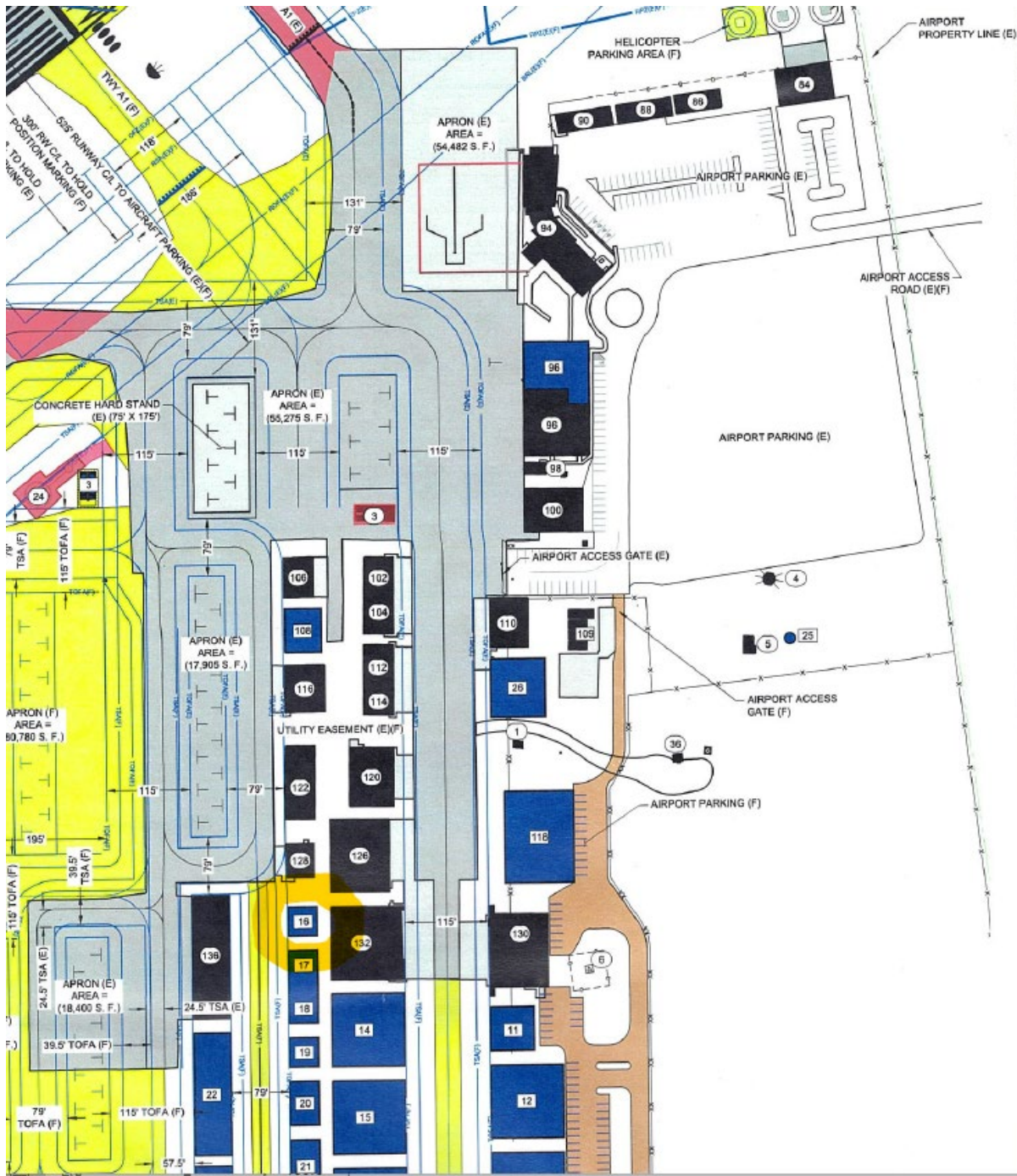
ATTEST: \_\_\_\_\_  
Gabriel Woytek, County Clerk DATE

## EXHIBIT A PREMISES

Description:

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





# ARMSTRONG

PLANNING ENGINEERING CONSTRUCTION

GRAND JUNCTION, CO. 970.342.6101    PHOENIX, AZ. 602.803.7079  
 DENVER, CO. 303.356.4549    ALBUQUERQUE, NM. 505.508.2319  
[www.armstrongconsultants.com](http://www.armstrongconsultants.com)

## CANYONLANDS FIELD GRAND COUNTY, UTAH

### AIRPORT LAYOUT PLAN

| Revision / Description    | File    | Drawn | Checked | Approved | JZP | JZP | JZP | JZP |
|---------------------------|---------|-------|---------|----------|-----|-----|-----|-----|
| 1-BUILT AIP 032           | 6524503 | GWK   | JZP     | JZP      | JZP | JZP | JZP | JZP |
| 2-BUILT - AIP's 030 & 031 | 6393503 | LKB   | JZP     | JZP      | JZP | JZP | JZP | JZP |
| 3-BUILT - AIP's 030 & 031 | 6251503 | GWK   | JZP     | JZP      | JZP | JZP | JZP | JZP |

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(Additional forms as necessary for number of aircraft)

**TENANT**

## AIRCRAFT

AC NO: N58653

---

Nathan Rydman

MAKE: Cessna

Name

160 South 200 East

MODEL: 182 P

Address

Moab, UT 84532

YEAR: 1973

City / State / Zip

(Attach Copy of A/C Registration)

435-259-7691

Telephone

**EXHIBIT B, CONT.**  
**APPROVED AIRCRAFT**

(Additional forms as necessary for number of aircraft)

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

**TENANT**

**AIRCRAFT**

|                                                                                                                                          |                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____<br/>Signature</p> <p>_____<br/>Name</p> <p>_____<br/>Address</p> <p>_____<br/>City / State / Zip</p> <p>_____<br/>Telephone</p> | <p>AC NO: <u>N164AR</u></p> <p>MAKE: <u>Rydman – Van's</u></p> <p>MODEL: <u>RV-6</u></p> <p>YEAR: <u>2007</u></p> <p>(Attach Copy of A/C Registration)</p> |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE (COI)**

facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

#### 24. RELOCATION OF PREMISES / IMPROVEMENTS

- 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 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:

- i. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to the terminal, airplanes, motor vehicles and pedestrians to and from structures, runways, taxiways, and from adjacent streets and sidewalks.
- ii. ~~Tenant, of his own initiative, shall be responsible for all costs associated with the relocation of the improvements / structures to the new premises.~~

Tenant has agreed to the following and shall:

- ii. be responsible for all costs associated with the relocation of the improvements / structures to the new premises, with the exception that if the relocation is for the purpose of providing additional Airport surface parking, then Tenant shall not be responsible for the cost of relocation, and in that case, County shall bear the entire cost of relocation.
  - iii. Tenant shall begin the process of dismantling and relocating the improvements / structures by the end of the 90-day written notice period from the County. Tenant shall complete the dismantling and relocation of the improvements / structures within 6 months of beginning the dismantling.
  - iv. Tenant shall have the option to terminate this lease in accordance with ~~Article~~Section 6 above.
- c. County shall also have the right upon 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, and (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.
    - ii. 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.



**AIRPORT PROPERTY LEASE AND LICENSE  
AGREEMENT BY AND BETWEEN  
GRAND COUNTY UTAH -  
CANYONLANDS REGIONAL AIRPORT  
AND  
AIRPORT GARAGE COMPANY, LLC  
FOR  
LOT**

# **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 18<sup>th</sup> day of August, 2024 (“Effective Date”) by and between GRAND COUNTY, a Utah political subdivision (“County”) at 125 East Center St., Moab, UT, 84532, and AIRPORT GARAGE COMPANY, LLC (“Tenant”) at 20 Village Court, Littleton, CO, 80123, collectively referred to hereinafter as the “Parties” and individually as a “Party”.

### RECITALS:

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

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

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

### 1. PREMISES

- a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
  - i. The square footage of a one hundred eight foot by twenty-five foot (108’ x 25’) lot or space having approximately twenty-seven hundred (2,700) total square feet of space (Building 1), AND the square footage of a one hundred twenty foot by twenty-five foot (120’ x 25’) lot or space having approximately three thousand (3,000) total square feet of space (Building 2), the total combined square feet of Building 1 and 2 being five thousand seven hundred square feet, hereinafter “Space” or “Premises”, located on a tract of land at the Airport, which leased Space being more particularly described and shown in Exhibit A, which is attached hereto.
- b. As-Is Condition: No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE IN THEIR PRESENT “AS-IS” PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY

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

- c. Tenant agrees to construct a driveway of compacted gravel running between the two garage buildings, at his sole cost. Tenant is responsible for maintaining that driveway. The garage doors will face each other.

## 2. INITIAL TERM

- a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of twenty (20) years commencing on August 18, 2024 (hereinafter the "Term Start Date") and ending on August 17, 2044.

## 3. OPTIONAL AGREEMENT RENEWAL

- a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement, renew this Agreement (hereinafter referred to as "Renewal Term") for two (2) five-year extensions.
- b. Tenant will provide a written request to the County not less than sixty (60) days prior to the expiration of the Agreement for the additional extensions of five 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 the Renewal Term shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
- e. The 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 Two Thousand Eight Hundred Fifty dollars (\$2,850.00) ("Rent"), as established in the County Fee Ordinance, calculated as fifty cents (\$0.50) 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 by January 3 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, which must be in the form of a check, due by Tenant to County under this Agreement, shall be remitted to:
  - i. **County Clerk, 125 East Center St., 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 30 days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to 10% of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than 30 days shall also have interest added thereon at the rate of 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 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 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 30 days written notice.
- d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
- e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

## 6. EXPIRATION / TERMINATION

- a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements in place to an incoming

- third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion).
- b. If Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to County in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.
  - c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
  - d. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
  - e. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

#### 7. COUNTY RIGHT OF FIRST REFUSAL

- a. If, at any time during the term of this Agreement, Tenant shall, in response to a bona fide offer from a third party to purchase all or part of any Tenant Improvement, desires to sell or otherwise dispose of such interest, it shall notify County in writing of the offer and provide a copy of said offer. County shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such interest at the price and on the same terms. If County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to County promptly thereafter at such price and on such terms. If County elects not to purchase such interest or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.

- b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than 60 days prior to expiration or termination of this Agreement.
- c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

## 8. USES AND PRIVILEGES OF TENANT

- a. Premises Use. Tenant shall use the Premises solely for the construction and operation of garages to be sublet to individual users.
- 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. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
  - iii. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
  - iv. Storage of household items that could be stored in commercial storage facilities;
  - v. Long-term storage of derelict aircraft and parts;
  - vi. Storage of items or activities prohibited by local, state or federal laws;
  - vii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials;
- c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
  - i. Authorization to expand Tenant’s use of the Premises may be withheld completely at the discretion of the County.
  - ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.
- d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

- e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways and parking lots serving the Airport for Tenant, its employees, representatives, agents, patrons, guests sub-tenants and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.
- f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.
- g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:
  - i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
  - ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
  - iii. Prior arrangement for necessary inspections related to compliance.
    - 1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.
  - iv. Tenant shall inform each subtenant of the County's right to enter the premises, as outlined in i.-iii. above.
- h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

## 9. MINIMUM STANDARDS AND RULES AND REGULATIONS

- a. Compliance. Tenant represents throughout the duration of this Agreement that they have read and will comply with the Airport Minimum Standards and Rules and Regulations, which can be found on the Grand County website on the Airport page, and as amended by the County.
- b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of the latter two documents shall control.

## 10. INSPECTION

- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
- b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
- c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.

## 11. IMPROVEMENTS

- a. "Improvements" or "Tenant Improvement" as used in this Agreement shall include any buildings, structure, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar or garage.
- 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 7460-1 Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
  - ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.
- g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements within a reasonable period of time after commencing construction (not to exceed 18 months from the date tenant commences construction), Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.
- h. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

## 11. FINANCING

- h. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.
  - i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC (Uniform Commercial Code) financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.
- i. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.
- j. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.
- k. 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

- h. Tenant must pay all taxes, assessments, licenses and charges levied against Tenant's personal property. Tenant must maintain all licenses and permits necessary under Federal or State statutes or local ordinances for Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
- i. 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.
- j. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, reasonable attorney's fees, claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

## 13. REPAIR AND MAINTENANCE

- h. 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.
- i. 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.
- j. County shall not be required to repair or maintain the Leased Premises in any way. 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.
- k. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
- l. Unsightly materials, as defined by the County, not being used or creating a hazard shall be discarded or removed.
- m. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within 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 20% of cost for administration, shall be paid by Tenant to County on demand.

## 14. SNOW REMOVAL

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

## 15. ALTERATIONS AND ADDITIONS

- h. 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.
- i. 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.
- j. 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.
- k. All alterations, additions, installations, placement, erections, or changes shall be subject to the requirements of Section 11 (Improvements).

## 16. SIGNS

- h. 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.
- i. 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.
- j. 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

- h. 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.
- i. 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

- h. 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.
- i. County assumes no responsibility for such utilities.
- j. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.
- k. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of the Premises shall be able to connect to the utility lines that are installed by the Tenant without compensation.

## 19. INDEMNIFICATION

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

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

- i. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- j. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage of each policy or policies, as follows:
  - i. **Commercial General Liability:** For property damage, bodily injury and personal injury.
    - 1. \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
  - ii. **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.
- k. 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.
- l. Each insurance policy must include Grand County as additional insured.
- m. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements, 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 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.
- n. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30

days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

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

## 21. DAMAGE OR DESTRUCTION

- h. 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 60 days and restore the structure to a complete architectural unit within 1 year.
- i. 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 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 120 days after the date of such damage or destruction.
- j. 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.
- k. 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 30 days of request.
- l. 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

### h. 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.

### i. 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.

### j. 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.

### k. Maintenance of Airport.

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

facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

## 23. RELOCATION OF PREMISES / IMROVEMENTS

h. 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 90 days prior written notice to Tenant, at any time during the term of this Agreement.

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

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

ii. ~~Tenant, of his own initiative, shall be responsible for all costs associated with the relocation of the improvements / structures to the new premises.~~

Tenant has agreed to the following and shall:

ii. be responsible for all costs associated with the relocation of the improvements / structures to the new premises, with the exception that if the relocation is for the purpose of providing additional Airport surface parking, then Tenant shall not be responsible for the cost of relocation, and in that case, County shall bear the entire cost of relocation.

iii. Tenant shall begin the process of dismantling and relocating the improvements / structures by the end of the 90-day written notice period from the County. Tenant shall complete the dismantling and relocation of the improvements / structures within 6 months of beginning the dismantling.

iv. Tenant shall have the option to terminate this lease in accordance with ~~Article~~Section 6 above.

c. County shall also have the right upon 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, and (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.

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

## 25. DEFAULT

- b. The following shall constitute a material default and breach of this Agreement by the Tenant:
  - ii. 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 60 days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.
  - iii. Abandonment of Premises.
    - 1. If Tenant should abandon the Premises for a period of 60 days or longer, the abandonment shall be considered a material default and breach of this Agreement.
  - iv. 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.
  - v. 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, that 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 90 days.
  - vi. 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.
- vii. 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.
- viii. Other Agreement Provisions.
  1. Failure to comply with provisions of this Agreement within 14 days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.
- c. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, Tenant and County may avail itself of the following remedies which are cumulative and not exclusive:
  - i. Right of Surrender.
    1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
    2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
  - ii. Right to Re-Enter.
    1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
  - iii. Right to Relet Premises.
    1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to

relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.

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

d. Damages.

- i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.
  1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
  2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.

3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

## 26. COSTS AND ATTORNEY'S FEES, VENUE

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

## 27. CANCELLATION BY TENANT

- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
  - i. The permanent abandonment of the Airport for general aviation;
  - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least 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, and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

## 28. QUIET ENJOYMENT

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

## 29. PUBLIC RECORDS

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

## 30. NON-DISCRIMINATION

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

- i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
  - ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
  - iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.
- b. Nondiscrimination Regarding USDOT Programs.
  - i. Tenant, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations as amended.
- c. Affirmative Action.
  - i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
- d. Human Rights Law.
  - i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

- e. Enforcement.
  - i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. Agreement Preserves Compliance.
  - i. This Agreement shall be interpreted to preserve Tenant's rights and powers to comply with Federal and other governmental obligations.

### 31. SUBORDINATION TO AUTHORITY GOVERNMENT COMMITMENTS

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

### 32. RIGHT OF FLIGHT

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

### 33. NOTICE AND PLACE FOR PAYMENT OF FEES

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

Airport Garage Company, LLC  
Attn: William Prather  
20 Village Court  
Littleton, CO 80123  
303-549-4215  
[wkprather@comcast.net](mailto:wkprather@comcast.net)

and

Ed Prather  
2464 S. Yank Cr  
Lakewood, CO 80228  
303-870-4749  
[Ed@edprather.com](mailto:Ed@edprather.com)

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

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

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

County Attorney  
125 East Center St.  
Moab, Utah 84532

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

#### 34. COMPLIANCE WITH LAWS

- a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Airport Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County

Commission, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.

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

### 35. EVENT OF WAR OR NATIONAL EMERGENCY

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

### 36. ASSIGNMENT, TRANSFER, AND SUBLETTING

- a. The Tenant shall have the right to sublet individual garages, but not to 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, without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease.

### 37. AMENDMENTS

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

### 38. SEVERABILITY

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

### 39. MISCELLANEOUS PROVISIONS

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

these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties:

SIGNED: \_\_\_\_\_  
Airport Garage Company, LLC (William K. Prather, Manager)      DATE

SIGNED: \_\_\_\_\_  
Jacques Hadler, Grand County Commission Chair      DATE

ATTEST: \_\_\_\_\_  
Gabriel Woytek, Grand County Clerk      DATE

## **EXHIBIT A**

### **PREMISES**

Description:

LOT # as depicted in the attached diagram, consisting of 25' x 108' (2,700 square feet, Building 1) and consisting of 25' by 120' (3,000 square feet, Building 2), totaling 5,700 sq. ft. (19 attached units, each 12' x 25')



**EXHIBIT B**  
**CERTIFICATES OF INSURANCE (COIs)**



**Federal Aviation  
Administration**

## **BUILDING BETTER AIRPORTS ACROSS AMERICA**



Dear Airport Sponsors:

The fiscal year (FY) 2025 Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP) Notice of Funding Opportunity (NOFO) is fast approaching. We are working hard to advance the release of the FY 2025 NOFO, tentatively planned for late June or early July 2024. This early release gives selected airport sponsors additional time in the FY to meet all requirements to accept a grant by July 2025.

Don't miss out! We want you to be a part of this historic funding opportunity to upgrade and modernize airport terminals and airport-owned airport traffic control towers around the nation. Please check our [ATP program website](#) for additional details. The NOFO, application, and instructions will be found here once the application period opens. Be sure to check this page often for additional information.

This terminal program will allow our nation's airports to continue to operate safely and build state of the art facilities that are resilient to climate change impacts and achieve environmental sustainability. If you have any application related questions, please contact your [local airport district office](#).

Sincerely,

Shannetta R. Griffin, P.E.

Associate Administrator for Airports

Possibilities for CNY based on 2024 funding.

- Camera system, Point of entry system, PA system - \$196,898.51
- Fix foundation issues \$116,760.00
- Replace 30-year-old roof on the old section of the terminal building
- Fix exterior sand stone wall – the sandstone is falling off and leaking
- Remodel original south bathrooms
- ADA Parking – we are short one spot to meet code
- Baggage Claim addition
- Access road is a possibility, but a long shot.
- HVAC upgrades to rooftop units – they are obsolete and almost impossible to get parts for.

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                                | LocID | Project Description                                                                                                                                                                                                                                                                                                                 | Awarded Amount |
|-------|-------------------|--------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| AK    | Anchorage         | Ted Stevens Anchorage International Airport            | ANC   | This award funds the installation of 110 audio and visual monitors/stations in the terminal to better serve the passengers.                                                                                                                                                                                                         | \$1,520,000    |
| AK    | Anchorage         | Ted Stevens Anchorage International Airport            | ANC   | This award funds the installation of a new passenger boarding bridge at gate B4.                                                                                                                                                                                                                                                    | \$1,848,000    |
| AK    | Fairbanks         | Fairbanks International Airport                        | FAI   | This award funds the replacement of the passenger boarding bridge at Gate 3.                                                                                                                                                                                                                                                        | \$2,375,000    |
| AK    | Ketchikan         | Ketchikan International Airport                        | KTN   | This award funds the terminal expansion for air taxi operations to include air taxi ticketing and holdroom space. The expansion will provide a separate terminal entrance for air taxi operations, thus creating greater access and isolating air taxi operations from the commercial operations and baggage claim entry and exits. | \$2,000,000    |
| AK    | Sitka             | Sitka Rocky Gutierrez                                  | SIT   | This award funds the remodeling of 17,900 sq. ft. and expansion of the terminal by 23,680 sq. ft., to include an additional passenger boarding bridge and increased baggage claim.                                                                                                                                                  | \$2,151,303    |
| AL    | Gulf Shores       | Gulf Shores International Airport - Jack Edwards Field | JKA   | This award partially funds the eligible portion of a new commercial service terminal to accommodate new air carrier service.                                                                                                                                                                                                        | \$5,000,000    |
| AL    | Huntsville        | Huntsville Intl-Carl T Jones Fld                       | HSV   | This award funds the eligible portion of Phase 2 of the terminal and concourse renovations to include the expansion of the concourse for new ADA-compliant restrooms, a new nursing room, new terminal escalators, and expansion of the terminal public area near the ticket counters.                                              | \$7,000,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                    | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                        | Awarded Amount |
|-------|-------------------|--------------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| AZ    | Phoenix           | Phoenix Sky Harbor International Airport   | PHX   | This award funds the replacement of chillers, condensing water pumps, central plant piping, heat exchangers and cooling towers, as part of the 30-year-old Central Utility Plant upgrade.                                                                                                                                                                                                                                                                  | \$36,000,000   |
| AZ    | Yuma              | Yuma International Airport                 | NYL   | This award funds upgrading and replacing security cameras, access readers, fiber optics, data switches, and hardware at high security requirement locations to enhance security and aid in detecting potential threats against people, property, and aircraft at NYL. This project will link stand-alone systems into a single platform and provide additional redundancy and resiliency. New equipment will promote energy efficiency and sustainability. | \$950,000      |
| CA    | Burbank           | Bob Hope (Hollywood Burbank) Airport       | BUR   | This award funds the construction of portions of the foundational slab and structural components of the 355,000 sq ft Replacement Passenger Terminal (RPT) building at BUR. This will include portions of the Headhouse structure and 3 Concourse structures, all separated by seismic joints.                                                                                                                                                             | \$17,300,000   |
| CA    | Los Angeles       | Los Angeles International                  | LAX   | This award funds two areas of the Auxiliary Curbs at ITF West and ITF East which includes a combination of new, extending, widening, and utility improvements of surrounding roadways.                                                                                                                                                                                                                                                                     | \$31,000,000   |
| CA    | Oakland           | Metropolitan Oakland International Airport | OAK   | This award funds Phase 1 of the restroom improvements including the reopening of a women's restroom at Gate 4, the renovation of the men's restroom at Gate 3, and the transformation of the existing men's Restroom at Gate 7 into single user all gender/family restrooms, accompanied by a dedicated lactation room.                                                                                                                                    | \$10,000,000   |
| CA    | San Francisco     | San Francisco International Airport        | SFO   | This award funds the replacement of critical mechanical and electrical components of the HVAC system at the International Terminal. Replacing these components will improve fire-life safety compliance, reduce energy usage, reduce maintenance costs, and improve resilience.                                                                                                                                                                            | \$31,000,000   |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                         | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                                                                 | Awarded Amount |
|-------|-------------------|---------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| CO    | Colorado Springs  | Colorado Springs Airport        | COS   | This award funds a portion of the terminal renovations including holding areas, restrooms and public address system, improving ADA accessibility and increasing energy efficiency.                                                                                                                                                                                                                                  | \$6,000,000    |
| CO    | Denver            | Centennial Airport              | APA   | This award funds a portion of a major renovation of the Airport Traffic Control Tower including the elevator, HVAC system, plumbing, electrical, exterior structure, and interior upgrades.                                                                                                                                                                                                                         | \$8,000,000    |
| CO    | Denver            | Denver International Airport    | DEN   | This award funds a portion of the baggage handling system replacement, including the control system. The new system will improve energy efficiency and increase capacity.                                                                                                                                                                                                                                           | \$26,600,000   |
| CT    | New Haven         | Tweed New Haven Airport         | HVN   | This award funds the design and permitting to construct a new 75,000 sq. ft. terminal building with six gates, an appropriately sized security screening area, new baggage handling systems, and holding room areas sized for the current and forecasted aircraft using the airport. The new terminal will replace the existing terminal complex that is significantly undersized and subject to frequent flooding. | \$2,500,000    |
| CT    | Windsor Locks     | Bradley International Airport   | BDL   | This award funds the installation of mechanical systems associated with the 80,000 sq ft terminal expansion and renovating a portion of the existing terminal to accommodate installation of a new in-line checked baggage inspection system.                                                                                                                                                                       | \$5,400,000    |
| DE    | Wilmington        | Wilmington - New Castle Airport | ILG   | This award partially funds passenger terminal improvements including the expansion of the existing hold room and bathroom facility upgrades.                                                                                                                                                                                                                                                                        | \$5,600,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated)        | Airport                                         | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                                             | Awarded Amount |
|-------|--------------------------|-------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| FL    | Fort Lauderdale          | Fort Lauderdale-Hollywood International Airport | FLL   | This award partially funds a portion of the T1-T2-T3 Terminal Connector, which will complete post-security connectivity between all terminals at the airport. The project consists of the construction of two connector walkways and modifications to the existing terminals including enhanced security checkpoints, a renovated bag hall, an expanded hold room, and additional retail space. | \$50,000,000   |
| FL    | Fort Myers               | Southwest Florida International Airport         | RSW   | This award funds a portion of the reconfiguration and expansion of the terminal access and curbside roadways.                                                                                                                                                                                                                                                                                   | \$8,000,000    |
| FL    | Miami                    | Miami International Airport                     | MIA   | This award funds the eligible portion of the rehabilitation of the airport's existing Automated People Mover (APM) connecting Lower Concourse E to the Concourse E-Satellite. The project includes removal of the existing structure, utility and facility adjustments, and replacement of guideway system components.                                                                          | \$12,000,000   |
| FL    | Miami                    | Miami International Airport                     | MIA   | This award funds a portion of the design phase for the modernization and redevelopment of the airport's Central Terminal and Concourses E and F.                                                                                                                                                                                                                                                | \$15,000,000   |
| FL    | Orlando                  | Orlando Sanford International Airport           | SFB   | This award funds a portion of the rehabilitation of the West Terminal corridor, increasing the passenger waiting area and ADA accommodations.                                                                                                                                                                                                                                                   | \$1,000,000    |
| FL    | Punta Gorda              | Punta Gorda Airport                             | PGD   | This award funds a portion of the terminal rehabilitation and expansion project, which includes renovating the security checkpoint and adding public circulation, hold rooms, and restroom space.                                                                                                                                                                                               | \$10,000,000   |
| FL    | St Petersburg-Clearwater | St. Pete-Clearwater International Airport       | PIE   | This award funds the eligible portion of the terminal renovation and expansion project, which consists of adding two new gates, consolidating TSA checkpoints, enlarging passenger hold rooms, increasing baggage make-up capacity, and adding escalators and elevators.                                                                                                                        | \$6,000,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                          | LocID | Project Description                                                                                                                                                                                                                  | Awarded Amount |
|-------|-------------------|--------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| FL    | Titusville        | Space Coast Regional Airport                     | TIX   | This award partially funds the construction of a new Airport Traffic Control Tower.                                                                                                                                                  | \$2,000,000    |
| FL    | Venice            | Venice Municipal Airport                         | VNC   | This award funds the eligible portion of a new general aviation terminal building to meet existing and future demand.                                                                                                                | \$950,000      |
| FL    | West Palm Beach   | Palm Beach International Airport                 | PBI   | This award funds a portion of Phase 2 of the Concourse B Expansion and Rehabilitation Project. This phase will complete the expansion and modernization of the 13-gate concourse.                                                    | \$7,000,000    |
| FL    | Williston         | Williston Municipal Airport                      | X60   | This award funds the eligible portion of a new general aviation terminal building to meet existing and future demand.                                                                                                                | \$500,000      |
| GA    | Atlanta           | Hartsfield-Jackson Atlanta International Airport | ATL   | This award funds the rehabilitation and expansion of up to six public restrooms in the Central Passenger Terminal Complex.                                                                                                           | \$4,000,000    |
| GA    | Savannah          | Savannah Hilton Head International Airport       | SAV   | This award partially funds the eligible portion of the structural elements for a four-gate terminal expansion.                                                                                                                       | \$5,000,000    |
| GA    | Valdosta          | Valdosta Regional Airport                        | VLD   | This award funds the eligible portion of the replacement of the Airport Traffic Control Tower.                                                                                                                                       | \$3,000,000    |
| GA    | Waynesboro        | Burke County Airport                             | BXG   | This award funds the eligible portion of a new general aviation terminal building to meet existing and future demand.                                                                                                                | \$750,000      |
| GU    | Guam              | Antonio B. Won Pat International Airport, Guam   | GUM   | This award funds the installation of a new terminal roof with a modern, energy efficient roofing system to strengthen resiliency, ensuring uninterrupted operations and passenger safety after natural disasters.                    | \$21,400,000   |
| HI    | Honolulu          | Daniel K. Inouye International Airport           | HNL   | This award funds the rehabilitation of the Terminal 2 roadway for the movement of passengers on the “wiki wiki” bus, expanding passenger access (sidewalks), and lighting/electrical improvement to the Diamond Head (DH) Concourse. | \$22,000,000   |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                              | LocID | Project Description                                                                                                                                                                                                                                                                                                              | Awarded Amount |
|-------|-------------------|--------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| HI    | Kahului           | Kahului Airport                      | OGG   | This award funds the construction of a new two-story security screening checkpoint facility at the south end of the ticket lobby, south TSA checkpoint. A pedestrian bridge will connect the new 6-lane screening checkpoint facility to hold room A and will span over the existing service road.                               | \$8,600,000    |
| IA    | Des Moines        | Des Moines International Airport     | DSM   | This award funds the vertical construction of common use terminal areas that incorporate elements to strengthen climate resilience, promote energy efficiency, and enhance accessibility.                                                                                                                                        | \$5,357,143    |
| ID    | Boise             | Boise Airport                        | BOI   | This award funds the remodel of approximately 383 sq. ft. of existing concourse secondary space into two multi-use Gender-Neutral and Family Restrooms.                                                                                                                                                                          | \$1,000,000    |
| IL    | Cahokia/St Louis  | Saint Louis Downtown Airport         | CPS   | This award funds the design to replace the existing terminal building. It includes the construction of a bus stop, which provides access to the Bi-State Transit system and better meets the needs of airport users.                                                                                                             | \$450,000      |
| IL    | Chicago           | Chicago O'Hare International Airport | ORD   | This award funds improvements to Terminal 3 to include increasing the central passenger corridor width, a reconfigured TSA checkpoint, new hold room, a new ADA compliant family restroom, and updates to the baggage system.                                                                                                    | \$40,000,000   |
| IL    | Robinson          | Crawford County Airport              | RSV   | This award funds construction of a new 6,300 sq. ft. ADA-compliant and climate change resilient terminal.                                                                                                                                                                                                                        | \$3,800,000    |
| IN    | Huntingburg       | Huntingburg Regional Airport         | HNB   | This award funds construction of a new General Aviation Terminal Building to replace a 60+ year old block structure.                                                                                                                                                                                                             | \$3,300,000    |
| KS    | Salina            | Salina Regional Airport              | SLN   | This award funds the design and construction to expand the terminal, approximately 26,500 sq. ft., to include a new arrival/departure building and improvements to the existing building to provide additional ticket counter space, TSA passenger screening, restrooms, lobby area, and inbound/outbound area for checked bags. | \$7,041,832    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                           | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Awarded Amount |
|-------|-------------------|---------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| KY    | Louisville        | Louisville Muhammad Ali International Airport     | SDF   | This award funds a portion of a microgrid system to improve the sustainability and resiliency of the airport's power systems.                                                                                                                                                                                                                                                                                                                                                                                                                    | \$5,500,000    |
| KY    | Louisville        | Louisville Muhammad Ali International Airport     | SDF   | This award partially funds the Terminal A security screening expansion project, which consists of adding four screening lanes to the security checkpoint.                                                                                                                                                                                                                                                                                                                                                                                        | \$7,500,000    |
| KY    | Mount Sterling    | Mount Sterling-Montgomery County Airport          | IOB   | This award funds the eligible portion of a new general aviation terminal building to meet existing and future demand.                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,000,000    |
| LA    | Galliano          | South Lafourche Leonard Miller, Jr. Airport       | GAO   | This award funds approximately 40% of construction of eligible areas for the airport's new terminal building, which is needed to meet existing demand and assure operational sustainability during and after climate related events. It will be constructed to hurricane resistant standards and include air service facilities, further enhancing operational resiliency.                                                                                                                                                                       | \$1,500,000    |
| LA    | New Orleans       | Louis Armstrong New Orleans International Airport | MSY   | This award funds construction of the foundation for the North/South Connector Road's north phase. The foundational piling operations will provide structural resiliency to withstand future climatic events, which have deteriorated the soil and created environmental concerns in past years. The new road will reduce emissions by directly connecting passengers between the airport's North and South terminals and will link the terminals to the airport's upcoming multimodal transit facility that will provide passenger rail service. | \$7,000,000    |
| LA    | Shreveport        | Shreveport Regional Airport                       | SHV   | This award funds the construction of approximately 5,000 sq. ft. of new terminal gate space in the existing mezzanine. The new floor space will expand passenger hold areas for gates one and eight, to accommodate recently up-gauged aircraft.                                                                                                                                                                                                                                                                                                 | \$2,000,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                                      | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                 | Awarded Amount |
|-------|-------------------|--------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| MA    | Boston            | General Edward Lawrence Logan International Airport          | BOS   | This award funds phase one of a two-phase project to expand and renovate the existing Airport Traffic Control Tower. This phase includes the construction of new space to accommodate existing and new FAA equipment, technical operations, a flight simulator, and a contract weather observer.                                                                    | \$12,000,000   |
| MD    | Baltimore         | Martin State Airport                                         | MTN   | This award partially funds a new Airport Traffic Control Tower that has reached the end of its useful life.                                                                                                                                                                                                                                                         | \$5,400,000    |
| MD    | Baltimore         | Baltimore Washington International Thurgood Marshall Airport | BWI   | This award funds terminal building improvements, which replaces up to 14 passenger boarding bridges that have reached the end of their useful life.                                                                                                                                                                                                                 | \$14,574,160   |
| ME    | Eastport          | Eastport Municipal Airport                                   | EPM   | This award funds the construction of a new terminal to replace the existing building which was removed in 2018.                                                                                                                                                                                                                                                     | \$1,124,800    |
| ME    | Portland          | Portland International Jetport                               | PWM   | This award funds installation of new passenger boarding bridges and fixed bridge extensions from the terminal building to serve multiple aircraft parked at numerous gates. The project also includes a new full gate concourse public restroom with adjacent gender-neutral bathrooms, adult changing space, a pet relief area, and an expansion of the hold room. | \$10,400,000   |
| ME    | Presque Isle      | Presque Isle International Airport                           | PQI   | This award funds the early stages of the construction of a new larger terminal to replace the existing terminal. The phase includes construction of the superstructure and building enclosure. The new terminal will be ADA compliant, include appropriate life safety upgrades, and improve energy efficiency.                                                     | \$6,500,000    |
| MI    | Hastings          | Hastings City/Barry County Airport                           | 9D9   | This award funds reconstruction of the terminal building that was constructed in 1990 at the Hastings City/Barry County Airport. The airport performed a terminal planning study that was approved by the MDOT's Office of Aeronautics (block grant) on July 25, 2023.                                                                                              | \$1,800,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                        | LocID | Project Description                                                                                                                                                                                                                                                                                               | Awarded Amount |
|-------|-------------------|------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| MN    | Bemidji           | Bemidji Regional Airport                       | BJI   | This award funds expansion of the passenger terminal building to address concerns with congestion and security. Improvements will better define and enclose the security checkpoint space for arriving passengers to separate them from passengers that have been screened and are waiting to board their flight. | \$261,250      |
| MN    | Duluth            | Duluth International Airport                   | DLH   | This award funds the relocation of an Airport Owned Airport Traffic Control Tower, a non-standard tower commissioned in 1963. The project includes design, project formulation, site preparation, line of sight obstruction removal, and other related actions.                                                   | \$10,000,000   |
| MN    | Minneapolis       | Minneapolis-St. Paul International Airport     | MSP   | This award funds expansion of the terminal to include 2 new gates and related infrastructure at the north end of Terminal 2, H15 and H16.                                                                                                                                                                         | \$20,000,000   |
| MN    | Two Harbors       | Two Harbors Municipal Airport - Helgeson Field | TWM   | This award funds construction of a general aviation terminal to replace the existing 640 sq. ft. terminal originally constructed in 1976.                                                                                                                                                                         | \$1,140,000    |
| MO    | Kirkville         | Kirkville Regional Airport                     | IRK   | This award funds the construction of a replacement terminal, approximately 6,500 sq. ft. The new terminal will meet current design and accessibility standards and replaces current terminal that has reached the end of its useful life.                                                                         | \$3,200,000    |
| MO    | Springfield       | Springfield-Branson National Airport           | SGF   | This award funds the improvement of the passenger terminal building by replacing up to five passenger boarding bridges that have exceeded their useful life.                                                                                                                                                      | \$5,357,143    |
| MP    | Rota Island       | Rota International Airport                     | GRO   | This award funds the replacement of the existing terminal roof (approx. 11,380 sq. ft.) including portions of the structural support elements (footings, columns, beams, slabs) and associated modifications.                                                                                                     | \$4,500,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                                                   | LocID | Project Description                                                                                                                                                                                                | Awarded Amount |
|-------|-------------------|---------------------------------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| MS    | Jackson           | Jackson-Medgar Wiley Evers International Airport                          | JAN   | This award partially funds a terminal rehabilitation consisting of replacing escalators, elevators, HVAC systems, generators, passenger boarding bridges, and baggage belts.                                       | \$8,000,000    |
| MS    | Meridian          | Meridian Regional Airport (Key Field)                                     | MEI   | This award funds a portion the eligible portion of a new terminal building and terminal access road.                                                                                                               | \$7,500,000    |
| MT    | Kalispell         | Glacier Park International Airport                                        | GPI   | This award funds a portion of the terminal expansion and modernization project, common-use gate expansion, ticketing and kiosk areas, additional passenger hold rooms, and additional checkpoints and drive lanes. | \$2,800,000    |
| MT    | Missoula          | Missoula Montana Airport                                                  | MSO   | This award funds a portion of the new terminal construction, including the baggage claim, hold rooms, and passenger restroom areas.                                                                                | \$6,000,000    |
| NC    | Charlotte         | Charlotte Douglas International Airport                                   | CLT   | This award funds the replacement of up to 16 passenger boarding bridges and associated Ground Power Units and Pre-Conditioned Air units.                                                                           | \$27,000,000   |
| NC    | Raleigh/Durham    | Raleigh-Durham International Airport                                      | RDU   | This award funds a portion of the Terminal 2 security checkpoint, baggage claim, and Federal Inspection Station expansion.                                                                                         | \$12,000,000   |
| NC    | Spruce Pine       | Avery County Airport                                                      | 7A8   | This award funds the eligible portion of the construction of a new general aviation terminal building to meet existing and future demand.                                                                          | \$2,000,000    |
| NC    | Wilmington        | New Hanover County Airport Authority dba Wilmington International Airport | ILM   | This award funds a portion of the terminal access road and terminal curb front expansion and realignment.                                                                                                          | \$4,000,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                           | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                                 | Awarded Amount |
|-------|-------------------|-----------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| ND    | Fargo             | Hector International Airport      | FAR   | This award funds a portion of the rehabilitation and expansion of the existing terminal. Rehabilitation includes upgrades to lighting, reconfiguration and expansion of hold rooms, and improve ADA compliance. Expansion includes four new gates for a total of nine, increasing hold room space and expanded ticketing/baggage handling, restrooms and post-security concessions. | \$10,000,000   |
| ND    | Fort Yates        | Standing Rock Airport             | Y27   | This award funds construction of a new general aviation terminal building.                                                                                                                                                                                                                                                                                                          | \$700,000      |
| NE    | North Platte      | North Platte Regional Airport     | LBF   | This award funds the construction of a replacement terminal building, approximately 25,000 sq. ft., to meet demand and replace aging infrastructure.                                                                                                                                                                                                                                | \$7,041,832    |
| NE    | Omaha             | Eppley Airfield                   | OMA   | This award funds the Terminal Building Improvement, Phase 7, which will provide up to five new passenger boarding bridges as part of a multi-year Terminal Modernization Project.                                                                                                                                                                                                   | \$3,148,251    |
| NH    | Concord           | Concord Municipal Airport         | CON   | This award funds construction of a new terminal building and demolition of the existing terminal which is 84 years old and one-third of the size needed.                                                                                                                                                                                                                            | \$2,510,000    |
| NM    | Albuquerque       | Albuquerque International Sunport | ABQ   | This award funds the environmental review and design of a new in-line baggage handling systems, hold rooms, and terminal interior and exterior space. The new in-line systems will consolidate the existing eight systems into two more efficient ones, and consolidate hold space.                                                                                                 | \$5,800,000    |
| NM    | Clovis            | Clovis Regional Airport           | CVN   | This award funds approximately 35% of the design and construction costs of the total eligible costs of a new terminal building. The new 26,000 sq ft building will accommodate required interior space for TSA screening areas for passengers and baggage as well as gate areas, restrooms, and other facilities.                                                                   | \$3,500,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                   | LocID | Project Description                                                                                                                                                                                                                                                                                                                                              | Awarded Amount |
|-------|-------------------|-------------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| NV    | Reno              | Reno-Tahoe International Airport          | RNO   | This award funds the new Central Utility Plant (CUP). Specifically, this project includes chillers, heat exchangers, water pumps, cooling towers, water softeners and water treatment systems.                                                                                                                                                                   | \$7,000,000    |
| NY    | Albany            | Albany International Airport              | ALB   | This award funds the rehabilitation, modification, improvement of Terminal A. The project will increase hold room capacity, accommodate up to two new passenger boarding bridges, improve the HVAC and electrical system, and add additional restrooms.                                                                                                          | \$10,600,000   |
| NY    | Buffalo           | Buffalo Niagara International Airport     | BUF   | This award funds the replacement of up to 4 existing passenger boarding bridges, including new ground power units, and preconditioned air units.                                                                                                                                                                                                                 | \$4,400,000    |
| NY    | Westhampton Beach | Francis S. Gabreski Airport               | FOK   | This award partially funds the construction of a new Airport Traffic Control Tower to replace the existing 1940's tower, which has exceeded its useful life and does not meet current standards.                                                                                                                                                                 | \$4,900,000    |
| OH    | Cleveland         | Cleveland Hopkins International Airport   | CLE   | This award funds rehabilitation of the terminal building to include rehabilitating terminal wall surfaces, replacing tunnel ceiling, waterproofing the membrane in the tunnel tramway, performing structural repairs and installing new drainage system at the intermodal terminus of Greater Cleveland RTA's public rapid-transit rail service at the terminal. | \$4,800,000    |
| OH    | Dayton            | James M. Cox Dayton International Airport | DAY   | This award funds the replacement of two existing passenger boarding bridges in Concourse B.                                                                                                                                                                                                                                                                      | \$2,900,000    |
| OH    | Gallipolis        | Gallia-Meigs Regional Airport             | GAS   | This award funds the reconstruction of the existing 1960s General Aviation Airport Terminal Building including interior and exterior improvements such as a new HVAC system, roof, windows, and doors.                                                                                                                                                           | \$1,900,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                | LocID | Project Description                                                                                                                                                                                                                                                              | Awarded Amount |
|-------|-------------------|----------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| OH    | Willoughby        | Lake County Executive Airport          | LNN   | The award funds the replacement of the current 37-year old trailer with a new terminal building.                                                                                                                                                                                 | \$2,600,000    |
| OK    | Stillwater        | Stillwater Regional Airport            | SWO   | This award funds approximately 20% of construction of eligible areas for the airport's new terminal building. The new terminal will include larger gate hold areas for increased operational efficiency and capacity.                                                            | \$4,500,000    |
| OK    | Tulsa             | Tulsa International Airport            | TUL   | This award funds approximately 25% of the construction costs of a new replacement Airport Traffic Control Tower, which has three identified line of sight impediments and is not ADA compliant or accessible. Funding for this phase focuses on the vertical build construction. | \$12,500,000   |
| OR    | Portland          | Portland International Airport         | PDX   | This award funds the replacement of up to 9 passenger boarding bridges that have reached the end of their useful life.                                                                                                                                                           | \$8,214,286    |
| OR    | Redmond           | Redmond Municipal Airport              | RDM   | This award funds a portion of the terminal building expansion project, which will increase the building size to nearly double and improve energy efficiency and ADA compliance.                                                                                                  | \$7,000,000    |
| PA    | Harrisburg        | Harrisburg International Airport       | MDT   | This award funds the replacement of up to six existing passenger boarding bridges that are beyond their useful life.                                                                                                                                                             | \$7,500,000    |
| PA    | Lancaster         | Lancaster Airport                      | LNS   | This award funds passenger terminal improvements including expansion of the existing passenger screening and hold room areas.                                                                                                                                                    | \$2,700,000    |
| PA    | Philadelphia      | Philadelphia International Airport     | PHL   | This award partially funds improvements under the Terminal Energy Optimization Program which includes HVAC and electrical efficiency upgrades and improvements.                                                                                                                  | \$20,400,000   |
| PA    | Pittsburgh        | Pittsburgh International Airport (PIT) | PIT   | This award funds a portion of the construction of a new 700,000 sq. ft. landside terminal building.                                                                                                                                                                              | \$5,300,000    |
| PR    | Aguadilla         | Rafael Hernandez Airport               | BQN   | This award funds a portion of a new terminal building departure hall, including four new gates.                                                                                                                                                                                  | \$3,600,000    |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated)         | Airport                                | LocID | Project Description                                                                                                                                                                                                                                                                                       | Awarded Amount |
|-------|---------------------------|----------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| PR    | San Juan                  | Luis Muñoz Marín International Airport | SJU   | This award partially funds the design and construction of a two mega-watt photo-voltaic array structure to supply sustainable and resilient power to Terminal A.                                                                                                                                          | \$5,000,000    |
| SC    | Hilton Head Island        | Hilton Head Island Airport             | HXD   | This award funds a portion of the final phase of the terminal expansion and renovation, which includes renovation of the aging terminal and increasing capacity with a new customer ticketing area, expanded baggage claim, outbound bag make up area, new restrooms, and improved passenger circulation. | \$5,000,000    |
| SC    | Myrtle Beach              | Myrtle Beach International Airport     | MYR   | This award funds the structural elements of the Concourse A expansion project, which is a two-level, six-gate expansion to meet existing and future demand.                                                                                                                                               | \$10,000,000   |
| SD    | Spearfish                 | Black Hills Airport - Clyde Ice Field  | SPF   | This award funds the construction of a 3,300 sq. ft. General Aviation Terminal to replace the current 50-year-old building.                                                                                                                                                                               | \$1,950,000    |
| TN    | Bristol/Johnson/Kingsport | Tri-Cities Airport Authority           | TRI   | This award funds the eligible portion of the design of the Terminal Concourse Connector rehabilitation project, which will expand the width of the corridor and improve associated building infrastructure systems to accommodate current and projected passenger volumes.                                | \$765,000      |
| TN    | Nashville                 | Nashville International Airport        | BNA   | This award funds a portion of the lengthening and widening of the Terminal Access and Circulation Road from three to six lanes.                                                                                                                                                                           | \$5,000,000    |
| TX    | Austin                    | Austin-Bergstrom International Airport | AUS   | This award funds the design of the airport's new 20 gate midfield concourse B and related infrastructure. The project is a significant enabling component and early phase of Austin's Airport Expansion and Development Program.                                                                          | \$14,250,000   |
| TX    | Austin                    | Austin-Bergstrom International Airport | AUS   | This award funds the infill of the current terminal's atrium with a concrete slab on the ticketing/concourse level adding approximately 13,000 sq. ft., which will accommodate more passengers transiting through the terminal.                                                                           | \$25,260,000   |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                     | LocID | Project Description                                                                                                                                                                                                                                                                                                             | Awarded Amount |
|-------|-------------------|---------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| TX    | Dallas-Fort Worth | Dallas Fort Worth International Airport     | DFW   | This award funds the reconstruction and modernization of at least 20 of the airport's 34 existing airside restroom facilities.                                                                                                                                                                                                  | \$11,000,000   |
| TX    | Harlingen         | Valley International Airport                | HRL   | This award funds approximately 25% of the construction costs of a new sponsor owned FAA Contract Tower, which has an identified line of sight impediment. The existing tower is not ADA compliant and has structural integrity issues. The funding for this phase focuses on the foundation and base of the tower construction. | \$4,500,000    |
| TX    | Houston           | George Bush Intercontinental Airport        | IAH   | This award funds the expansion, reconstruction, and modernization of at least 10 existing airside restroom facilities in Terminals A and D.                                                                                                                                                                                     | \$5,490,000    |
| TX    | Killeen           | Skylark Field Airport                       | ILE   | This award funds approximately 50% of the final phase of construction of eligible areas for the airport's new terminal building.                                                                                                                                                                                                | \$1,500,000    |
| TX    | Lubbock           | Lubbock Preston Smith International Airport | LBB   | This award funds approximately 70% of the design and construction costs to replace and modernize the terminal building's HVAC and associated systems including HVAC units, chillers, and related systems, and 11 air handling units.                                                                                            | \$5,700,000    |
| TX    | Midland           | Midland International Air & Space Port      | MAF   | This award funds approximately 70% of the design for the replacement and modernize of the terminal building's HVAC and related systems, restrooms, and passenger screening areas.                                                                                                                                               | \$2,800,000    |
| TX    | San Antonio       | Kelly Field Airport at Port San Antonio     | SKF   | This award funds approximately 10% of construction of eligible areas for the airport's new terminal building. This phase will focus on the foundation and exterior construction.                                                                                                                                                | \$3,000,000    |
| TX    | San Antonio       | San Antonio International Airport           | SAT   | This award funds the environmental review and partial design of a new terminal connector and associated enabling projects for the new Terminal C. The connector will provide access between the two existing terminals, enabling passengers to move between them without having to exit the secure area and re-enter.           | \$18,000,000   |

## FY2024 Airport Terminal Program Selections

February 15, 2024

| State | City (Associated) | Airport                                 | LocID | Project Description                                                                                                                                                                                                                                                                                                                                                          | Awarded Amount |
|-------|-------------------|-----------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| UT    | Salt Lake City    | Salt Lake City International Airport    | SLC   | This award funds a portion of the Concourse B expansion that will include 16 gates and permanent hardstands. This expansion will allow for increased flight capacity and access for new entrants.                                                                                                                                                                            | \$20,000,000   |
| VA    | Norfolk           | Norfolk International Airport           | ORF   | This award will partially fund the construction of a new Federal Inspection Service facility to meet the U.S. Customs and Border Protection requirements.                                                                                                                                                                                                                    | \$6,000,000    |
| VA    | Washington        | Washington Dulles International Airport | IAD   | This award partially funds the 14 gate, 400,000 sq. ft. terminal building including direct connections to the Aerotrain and indirect connection to the Metrorail.                                                                                                                                                                                                            | \$35,000,000   |
| WA    | Seattle           | Seattle-Tacoma International Airport    | SEA   | This award funds a portion of the widening of the arrivals terminal access road by two lanes including realignment of the departures access road and associated infrastructure.                                                                                                                                                                                              | \$10,400,000   |
| WA    | Spokane           | Spokane International Airport           | GEG   | This award funds up to two additional ticket counters and passenger boarding bridges, and portions of the HVAC, mechanical, electrical, plumbing upgrades, shared-use & hearing impaired technology, smart glass, solar energy connection, baggage handling systems and considerable ADA improvements.                                                                       | \$2,000,000    |
| WI    | Appleton          | Appleton International Airport          | ATW   | This award funds the expansion and modernization project that includes a 4-gate concourse expansion and will include a 60,000 sq. ft. expansion increasing the number of gates to 10. This award will partially fund the final phase of the concourse expansion project, including passenger boarding bridges, a solar and sustainability program, and mechanical equipment. | \$3,420,000    |

**Airport Director Report for June 2024**  
**Canyonlands Regional Airport (CNY)**  
**07/01/2024**

1. Safety & Security:

- a. Coyote on the taxiway
- b. A single car was hit twice in less than an hour by two different vehicles, it was parked in a designated spot.
- c. Many wind and rain events.

2. Misc. Items:

- a. Visit from the FAA ADO Denver representatives, site visit.
- b. G650 sank in the asphalt while parked
- c. American Airlines changeover – seems to have helped in many areas.
- d. New Contour General Manager – Rachel Paxman

# July

# 2024

| Monday                                                                   | Tuesday                                                                  | Wednesday                                                                                                   | Thursday                                                                 | Friday                                                                                                      | Saturday                                                                 | Sunday                                                                                                      |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 2<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 3<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100  | 4<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 5<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100                                     | 6<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 7<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100  |
| 8<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 9<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100  | 10<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 | 11<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 12<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 | 13<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 14<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 |
| 15<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 16<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 17<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100                                    | 18<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 19<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 | 20<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 21<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 |
| 22<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 23<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 24<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100                                    | 25<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 26<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 | 27<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 28<br>3343 Dept 0830<br>3344 Arr 1200<br>3345 Dept 1230<br>3346 Arr 1630<br>3349 Dept 1830<br>3348 Arr 2100 |
| 29<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 30<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100 | 31<br>3343 Dept 1045<br>3344 Arr 1430<br>3347 Dept 1500<br>3348 Arr 2100                                    |                                                                          |                                                                                                             |                                                                          |                                                                                                             |