GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
AGENDA

August 5, 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 July 1, 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. Letter to County Clerk Gabe Woytek, requesting a monthly or quarterly report of Airport finances (drafted by Randy).
2. Letter of intent from Alvin Chung to build a hangar, with lot choices and dimensions.
3. Propose moving forward with digital advertising by Lions Back Resort for a minimum of one year until we get a system in place that meets the Board's expectations.

E. Discussion Items:

1. Project Reports
   a. Taxiway A1 Relocation - Still waiting on grant offer from FAA. The bid amount is $106,964 over the amount requested, to continue with the project Grand County can carry this amount until the end of the project and receive a reimbursement. This request is on the Aug. 20 CC meeting.
   b. Drive through gate replacement (FEMA Grant) - ICA finalized. Waiting for company's project schedule, gate has an eight week build time. Gate will be ordered once Custom Fence receives the ICA. The ICA was sent to Stephen Stocks for review.
   c. Beacon Tower - makeover is finished.
   d. Mini-split heating/cooling unit for baggage screening area - ICA done & sent to Eco HVAC of Moab, upon receipt of COI it will be sent for Commission Chair signature.
   e. FAA ATP BIL application submitted – terminal modifications

F. Reports:

1. Airport Monthly Data Report - July 2024 & Virtower Data
2. Any questions on Director's Report for July 2024

3. County Commission
4. City of Moab
5. Travel Council
6. Solar Committee
7. (Lease) Insurance Subcommittee
8. Other reports for Airport Board

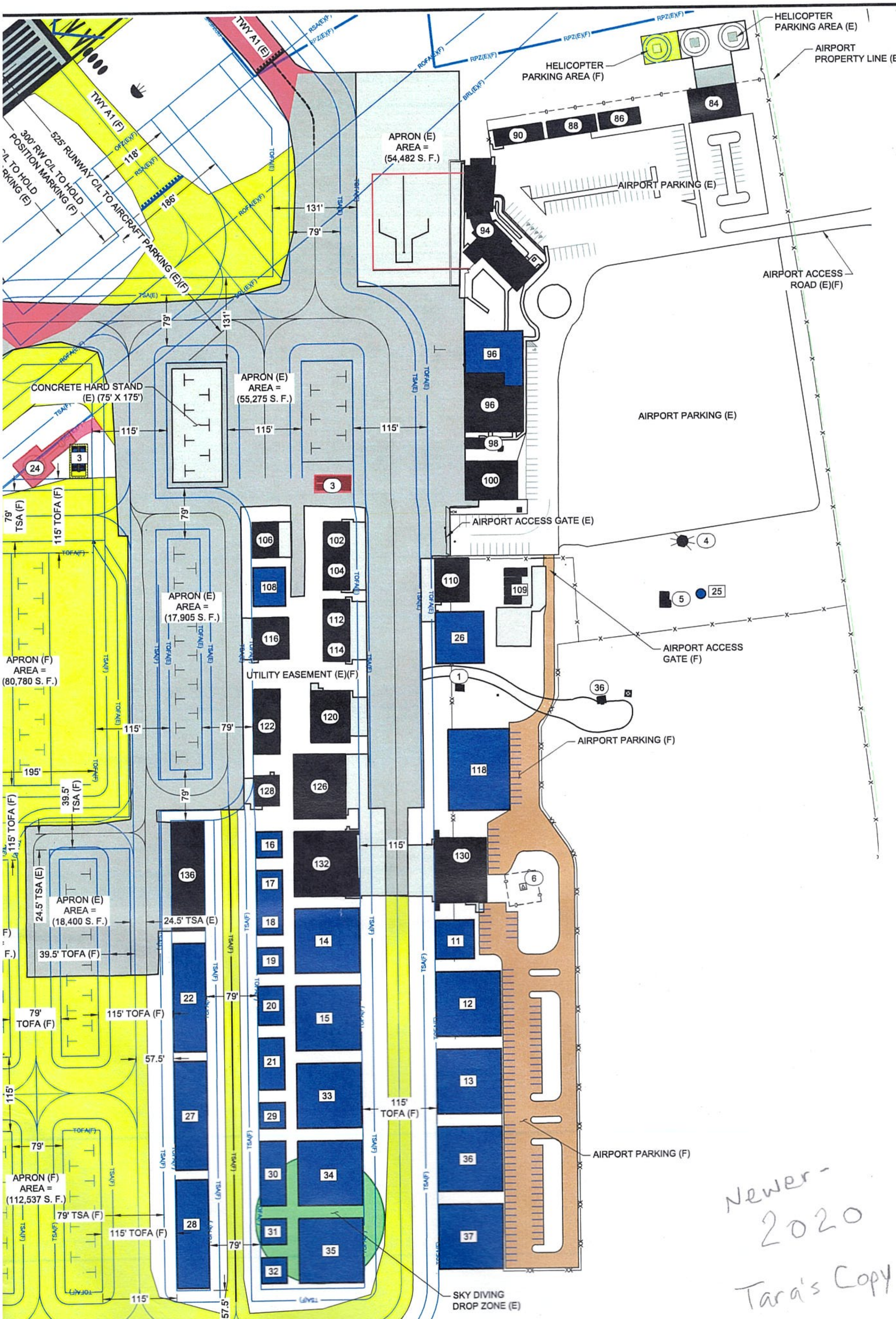
G. Future Considerations

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



ARMSTRONG

PLANNING ENGINEERING CONSTRUCTION

GRAND JUNCTION, CO: 970.242.0101
DENVER, CO: 303.296.4949
PHOENIX, AZ: 602.803.7079
ALBUQUERQUE, NM: 505.508.2192
www.armstrongconsultants.com

CANYONLANDS FIELD
GRAND COUNTY, UTAH

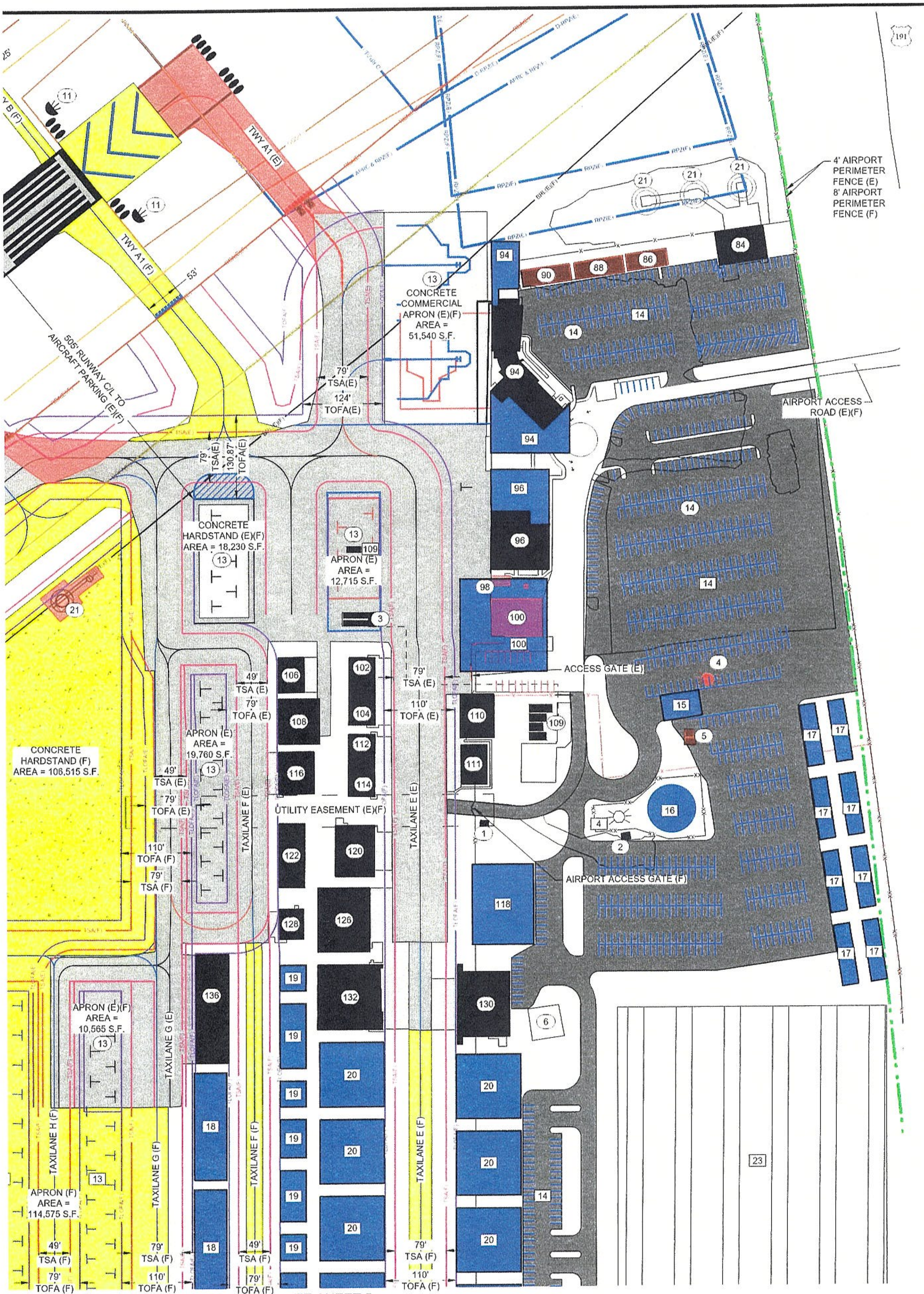
AIRPORT LAYOUT PLAN

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

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

TERMINAL AREA DRAWING

Sheet: 4 of: 17



SEE SHEET 5

05/2023

ARMSTRONG

A LOCHNER COMPANY

CANYONLANDS REGIONAL AIRPORT

GRAND COUNTY, UTAH

AIP No. 3-49-0020-042-2022

AIRPORT LAYOUT PLAN

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

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

TERMINAL AREA DRAWING

Sheet: 4 of: 24

GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES

July 1, 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 4:06 p.m.
2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Alex Borichevsky (Travel Council Rep.), and Randy Martin. Airport Director Tammy Howland was also present. On Zoom were Laurel Catto and Shalee Bryant.
3. Members not present: Jason Taylor (Moab City Rep.).
4. Others present: Director's Assistant Tara Collins. On Zoom were Bill Prather and Ed Prather of Airport Garage Co. Later, County Attorney Stephen Stocks joined on Zoom.

B. General Business

1. Approve minutes of June 3, 2024 (Regular meeting)
Motion by Alex to approve the minutes, seconded by Randy, approved 5-0, with Laurel abstaining.

C. Citizens to be Heard - None.

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. (Tabled until Stocks can be present.)

2. Rydman Lease for Lot 16 - Attorney Sloan's redline edits to Section 21: Insurance. (Tabled until Stocks can be present.)

3. Revised Lease for Airport Garage Co. - redline of Section 24: Relocation.

Tammy showed the redline edits to the section on Relocation. (These edits were <u>not</u> discussed at the June 3 meeting. The impetus for them came a few days after that meeting, from Bill Prather's stated concerns in a phone call to Tammy.) Bill W. raised objections to the edits, saying that Prather should have to pay to relocate the garages, even if the purpose was for additional surface parking. Bill Prather joined in, and said they would be willing to relocate for any other reason, for vertical airport projects, but that they consider their garages to be <u>part of</u> the whole airport parking operation, so they didn't feel it was reasonable to make them pay for relocation for more parking. He also said they'd be more amenable to pay for relocation for any reason if they were allowed to orient the garages as they show on the ALP, as a north-south footprint, as they would take up much less room adjacent to the current parking lot, coming from the east boundary. Tammy reiterated that when the airport gets to the point of needing more parking, there are much bigger issues than parking that would have to be dealt with. She said normally, relocation costs are on the County, regardless of what it is for. Tammy said Prather's concerns that led to this edit were due to some comments that were made at the last board meeting, with members casually and with levity implying that it would not be a big deal to just move the garages for any reason. Prather interjected that relocating would be a mere aggravation for the airport, but it would be a catastrophe for the Prathers. Bill W. reiterated that it had been previously agreed that Prather would pay the cost of relocation for any reason, Shalee agreed. Tammy clarified that Prather requested these edits <u>after</u> the June meeting, due to comments made at the June meeting. Jody asked Tammy what the current parking capacity is, if the parking slots were organized more efficiently. Tammy said that she and Armstrong estimated there were currently 375 slots. Shalee pointed out that the goal of the Airport is to plan for long-term growth, so this edit might put the Airport between a rock and a hard place, in terms of deciding to grow or not. Jody posited that additional parking could develop <u>around</u> the garages, to the west and then south. Tammy confirmed that the beacon tower is slated to be moved in the future as well. Shalee pointed out, like the Prathers, that it still made the most sense to line up the garages in a north-south direction. Bill H. pointed out that, in addition to the visual drawback of a north-south orientation, there was also the consideration that these garages would fill up and then the Prathers would want to build even more sets of garages, so they should be east-west, so they can be stacked. Ed Prather said that he and Tammy had worked out how much space to leave open between the western edge of the garages, and the beacon tower, so there would be plenty of room for a future road heading south.

Bill H. said they had tinkered with this a long time, and he thought it important that they move forward, so he made a **Motion** to accept the redlines and move on. This was seconded by Randy, and approved 5-0. (Shalee was temporarily not present.)

Tammy said there was not really any room to add indoor space to the terminal, and Bill H. suggested that they build upwards, like a second floor.

Bill H. asked if Armstrong could update the map of the airport that's in the ALP. Tammy clarified that as we get closer to finishing the Taxiway A-1 reconstruction, Armstrong would do a revision of the map, with as-builts showing. For now, Armstrong is updating a map for in-house use. They agreed to do that back on June 25, in response to our request.

Jody moved the meeting back to Action Items 1 and 2:

1. Consult with County Attorney Stephen Stocks re: insurance terms for airport leases and operating agreements.

Tammy said that in the process of generating leases for new hangars and development, the one step that hangs us up is the insurance requirements. We get a lot of pushback on insurance. The previous County Attorney (Sloan) is the one who made our current insurance requirements.

Attorney Stocks said that it is in the County's interest to have strong insurance requirements, however, that needs to be balanced with what is obtainable in the insurance world. Also, he said it matters how each individual is utilizing their hangar.

Tammy pulled up the Lease Template, Insurance section 21. There was discussion about which tenants currently have these insurance requirements: only tenants whose lease was drafted when Sloan was County Attorney and later. Tammy said a long-term tie-down would also need these types of insurance.

Laurel weighed in, as she has been on both sides of this issue, as a tenant and hangar owner, and an attorney. She started at the top of Section 21 and made suggestions for the board to consider.

i. Commercial General Liability. Laurel said this is not obtainable in the insurance market during the construction phase. During construction, one should hold Builder's Risk Liability. As for Aviation Liability, Laurel said that it would be very difficult for most pilots to obtain this coverage for over $1 million. She recommended capping the Aviation Liability coverage to $1 million. She suggested putting these 3 items in 3 separate paragraphs, in chronological order.

Bill Hawley asked if these covered tie-downs. Laurel said she personally would like to see all based aircraft name Grand County as additional insured, including for tie-downs. It's not going to cost anything. There is an administrative cost, as someone must keep a list of whose insurance is current and check everyone off. She would like the airport to be able to make a direct claim under that policy, if someone damages the airport with their airplane. For the definition of "based aircraft", Laurel suggested that the airport draw a line in the sand, say, more than 90 days a year. Tammy interjected that the State defines based aircraft as one which is at a particular airport for more than half of the year, so 6 months.

Laurel said that for General Liability, the $1M/$2M is the standard limit. Laurel mentioned how rocky the aviation insurance industry currently is, due to fleet recalls, the grounded planes due to the war in Ukraine, and insurance companies just generally more wary of insuring pilots. Laurel said if you can't get insured, you can't fly. Well, she said, you could be self-insured, but then you can't rent a hangar from anybody. So you would have to park outside.

Laurel said Commercial General Liability (CGL) only applies to hangar owners, not tie-downs or subtenants. Those 2 groups would be covered by their Aviation Liability, if they damage something. CGL covers the hangar operation, and Aviation Liability covers the plane and the pilot, when behind the yoke of the plane.

There was discussion about particular planes that cannot be insured. The airport would need to decide whether to allow uninsurable aircraft. Laurel clarified that someone with no insurance is still liable for errors, their entire balance sheet is at risk. The insurance just ensures the damaged party can collect from the erring insured. Laurel believes that if an airport user has insurance, they must name Grand County as additional insured. One possible option is to have uninsured pilots present a person, a third party, who agrees to be responsible for that pilot and any errors or damages. Tammy said that another airport's requirement is that if a person is self-insured, they had to show a certain amount of dollar assets.

Jody wondered whether a private individual, who's not operating as an LLC or other business entity, can even get CGL. Laurel explained that the CGL is really just liability insurance, whether the operator is commercial or private. She gave the example of homeowner's insurance, which covers liability, even though it's just your private home. It might be better to just call it "General Liability". Laurel provided the distinction with Ground Hangar Keeper's Liability: that is to insure the hangar's owner is covered if an aircraft is damaged while inside the third-party hangar. Laurel was not convinced that hangar keeper's needed to be required here, since it's hard to imagine the Airport being liable for such damage, and it is expensive coverage, so the cost-benefit ratio is not there. Also it discourages hangar owners from taking an occasional subtenant, and transient visitors are good for the airport. Also, it's duplicative, since the airplane owner should have his own insurance. Laurel said she would never allow an airplane in her hangar that did not have insurance, and she would require a waiver of subrogation from their insurance company.

After more discussion, it was proposed that we require hangar keeper's insurance only for those entities that are in the business of moving, maintaining, and refueling aircraft. Laurel pointed out that the liability portion of the hangar property insurance would cover what hangar keeper's is meant to cover. To move forward, Jody suggested they form a subcommittee, as Tammy suggested at the prior meeting. He also suggested we contact the AOPA (Airport Owners and Pilots Association), and ask for their input on insurance. Bill H. suggested we pare down to the bare minimum of insurance. He also thought they should more clearly define who or what they're trying to protect, and to what extent. He questioned the property insurance requirement, how does that protect the airport, and Laurel responded that the airport does have a remainder property interest in the improvements. Stocks suggested that the insurance requirements may be different for each lease, depending on how tenants are using the property.

Jody suggested that to move forward, they form a subcommittee, and he volunteered to be on it. Randy also volunteered to be on it, saying that he deals wit this stuff all the time. And Laurel will be the third volunteer. Laurel said this conversation had been really helpful. **Motion** by Laurel to form the insurance subcommittee, seconded by Randy, approved 4-1, with Bill H. opposing. Later, Laurel said that, to the extent these requirements are changed, the subcommittee should determine how those changes apply to current tenants' contractual requirements. She said these should be applied universally, so maybe they should go into a Minimum Standard.

2. Rydman Lease for Lot 16 - Attorney Sloan's redline edits to Section 21: Insurance.

   Attorney Sloan's redline was showing on the screen. Jody clarified that it seems like there are 3 distinct categories of tenant: commercial operations like Redtail Air, tenants who hold their lease as an LLC, and third, a tenant who leases as an individual. There was discussion again about insurance requirements and the new subcommittee. Bill H. said the terminology used in the Lease Template was not common, and Laurel agreed that the wording could be streamlined. Bill H. also thought the insurance requirements should be the same for all tenants. He wants these put into the Minimum Standards too. Tammy strongly agreed, because it should be fair across the board.

   For the Rydman lease, Jody wondered if we could add the $ amounts on Aviation Liability, and then add in language that whatever updates to the Minimum Standards occur in the future, would apply to the Rydman lease, as a way to move forward with this lease. Bill W. thought that there should be multiple different lease insurance requirements, depending on the type of operation. But he wants to try and let Rydman move forward now. Randy wondered if they should table the Rydman lease until the subcommittee makes its revisions. Tammy said we couldn't ask the Rydmans to go into the lease blindly (i.e. having to comply with future Minimum Standards, but not knowing what those would be.)
   Motion by Randy to table this item, until the subcommittee decides on insurance, seconded by Alex, approved 5-0.

4. Recommend Submission of application for the Bipartisan Infrastructure Airport Terminal Projects Funding Opportunity. See supporting documents, NOFO will be published Monday July 1st. (Notice of Funding Opportunity).

   Tammy showed the flyer that was posted today: "Building Better Airports Across America". She said it was an opportunity for airport terminal building renovation projects. She's been working with the County IT department on security cameras. They are having structural issues with the terminal building, sinking, walls cracking, roof issues. Also the pretty sandstone wall on the south side of the terminal is losing some stone. That is causing some leaking into the terminal. The rooftop HVAC units are obsolete. Randy asked if any paving could be added to this list, but Tammy thought paving was better suited for CIB funding.

   Motion by Randy to go ahead and submit the application, seconded by Bill H. Tammy mentioned there was a possibility of adding solar panels to the terminal, through this BIL type of funding. Approved 5-0.

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
   Jody encouraged everyone to update their training.

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 - Tammy said it will be painted tomorrow. And it would be getting some LED obstruction lights on it, basically a makeover.

F. Reports:

1. Airport Monthly Data Report - June 2024 & Virtower Data
   Tammy pointed out the enplanements. Fuel sales are still down. Redtail's flights to SLC are looking up, and that contributes to enplanements too. We will send out the updated stats when June numbers come in.

2. Any questions on Director's Report for June 2024 - They talked about the plane that sank in the asphalt, and the car that was hit twice in the parking lot.

3. County Commission - Bill W. said he looked at the CIB list, and there was nothing on it for the Airport. He thought possibly we were ranked outside of the one-to-ten ranking. He wants to help push up those Airport projects on that ranked list.

4. City of Moab - Jason not here.

5. Travel Council - Alex said Adam Whalen of Love's Communication is setting up digital advertising at the Airport. Tammy said they set up a day to meet, to decide on a system.

6. Solar Committee - Bill H. said they had a presentation from Neighborhood Power (a company), and some of the folks here were present. Jody mentioned that that presentation was recorded and is available to anyone who wants to watch it. Bill W. and Mary are bringing it to the County Commission on July 16, Bill H. will make a short presentation there. Then at the meeting in August, the Commission will decide on it. Bill H. thought the grants would be fairly easy to come by. Tammy said this company will help us get the grants, they don't leave us on our own to do that.

7. Other reports for Airport Board - None

G. Future Considerations - Randy saw in the Times-Independent an article about misuse of the TRCC funds. Randy said it's important that the Airport Board can see monthly financial reports from the Clerk's office. Bill W. said the County did just hire a County Financial Director. Randy would like to draft a letter for the Chair's signature, requesting monthly financial reports from the Clerk's office. Jody, Bill W. and Laurel were fine with that idea.

H. Closed Session, if necessary

I. Adjourn - at 6:24 p.m.

Alvin Chung
Mesha Holdings LLC
1715 Canyon Circle
Farmington UT 84129

August 1 2024

Tammy Howland
Grand County Airport Board
110 W Aviation Way
Moab UT 84532

To Whom It May Concern,

I am writing this letter in regards to leasing a plot of land at the Canyonlands Regional Airport (CNY). This plot of land will be used to erect a small aluminum hangar for a single aircraft. This would be a T-style hangar. The total amount of land needed for this hangar will be a 62’x40’ plot.

We thank the airport board in its time and consideration.

Signed

Alvin Chung
Mesha Holdings LLC

Attached below are the following:

Exhibit 1: Hangar Dimensions
Exhibit 2: Plat Map and Selected Plots

Exhibit 1

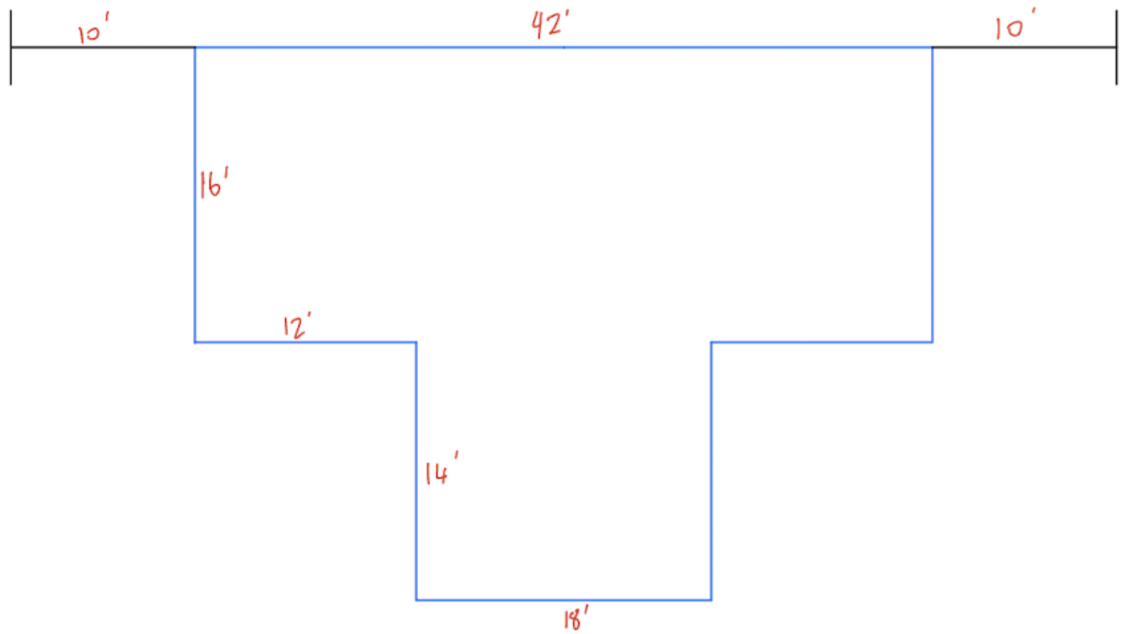
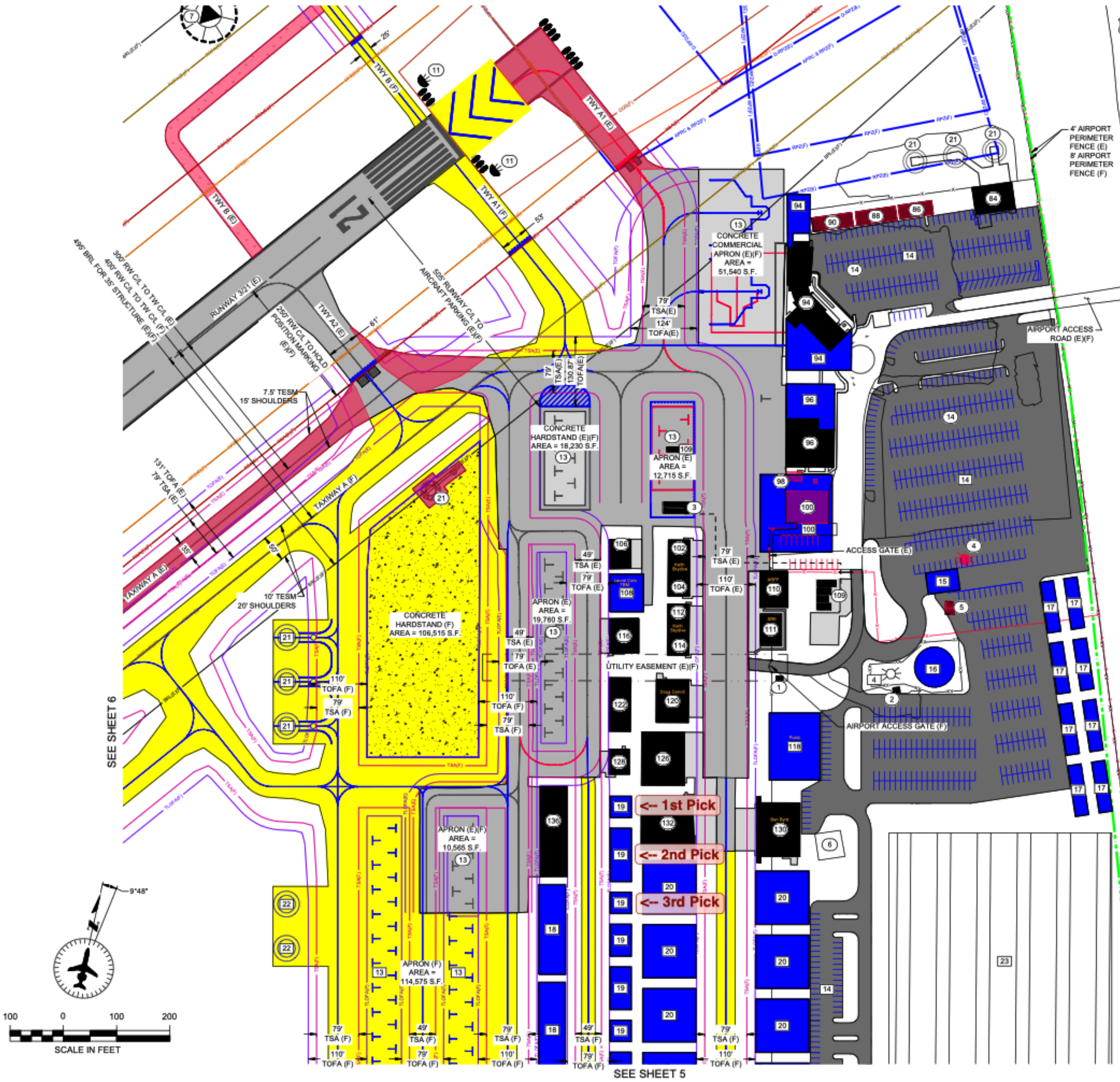


Exhibit 2



CONCRETE COMMERCIAL APRON (E)(F) AREA = 51,540 S.F.
CONCRETE HARDSTAND (E)(F) AREA = 18,230 S.F.
APRON (E) AREA = 12,715 S.F.
APRON (E) AREA = 19,760 S.F.
CONCRETE HARDSTAND (F) AREA = 106,515 S.F.
APRON (E)(F) AREA = 10,565 S.F.
APRON (F) AREA = 114,575 S.F.
RUNWAY 3/21 (E)
TAXIWAY A (F)
TAXIWAY A (E)
TWY B (F)
TWY B (E)
TWY A1 (F)
TWY A1 (E)
TWY A2 (E)
7.5' TESM 15' SHOULDERS
10' TESM 20' SHOULDERS
UTILITY EASEMENT (E)(F)
ACCESS GATE (E)
AIRPORT ACCESS GATE (F)
AIRPORT ACCESS ROAD (E)(F)
4' AIRPORT PERIMETER FENCE (E)
8' AIRPORT PERIMETER FENCE (F)
<-- 1st Pick
<-- 2nd Pick
<-- 3rd Pick
SEE SHEET 6
SEE SHEET 5
SCALE IN FEET
100 0 100 200

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

Airport Property Lease
Table of Contents

AIRPORT PROPERTY LEASE

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

RECITALS:

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

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

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

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

1. PREMISES
    a. Lease of Premises. County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
        i. The combined square footage of two electronic screens, having approximately 60 total square feet of space, hereinafter "Space," located in the Airport Terminal, being more particularly described in Exhibit A, which is attached hereto. Tenant may alter the location of these screens within the Terminal, with prior approval from the Airport Director.
    b. <u>Premises Ingress and Egress</u>. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.
    c. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE

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

2. INITIAL TERM & AGREEMENT RENEWAL
    a. The initial term of this Lease shall begin on April 2, 2024 ("Effective Date") and continue for one year until April 1, 2025, at which time it may be renewed for additional one-year terms upon the mutual agreement of the Parties.
    b. Tenant will provide a written request to County not less than sixty (60) days prior to the expiration of the Agreement or renewal for each additional one year.
    c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and market rental rates and determine any conditions of renewal such as required Tenant improvement to the Premises or increased Rent based on market rental rates, which conditions shall be provided to Tenant for review thirty (30) days prior to expiration of the Agreement and integrated into the annual fee payment schedule.
    d. Each annual renewal is subject to County approval; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 2(c).

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

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

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

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

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

7. MINIMUM STANDARDS AND RULES AND REGULATIONS
    a. <u>Compliance</u>. Tenant represents throughout the duration of this Agreement to comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County, which can be found at www.grandcountyutah.net on the Airport page.
    b. <u>Violation</u>. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.
    c. <u>Conflict</u>. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations shall control.

8. INSPECTION
    a. <u>Tenant Inspection</u>. Tenant agrees to inspect all Premises and surrounding area and provide any information to the County pertaining to concerns or issues related to the Premises.
    b. <u>Tenant Responsibility.</u> 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. <u>Satisfactory Condition</u>. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises, with normal wear and tear excepted.
    d. <u>County Inspection</u>. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations.

9. IMPROVEMENTS

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

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

11. REPAIR AND MAINTENANCE
a. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
b. Tenant agrees to maintain the Leased Premises and its Improvements in a way that will reflect positively on the overall appearance of the Airport.
c. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
d. Unsightly materials not being used or creating a hazard shall be discarded or removed.
e. If any Airport property is damaged during the installing or uninstalling of the digital screens, or from any other aspect of the presence of the screens, Tenant shall be fully and solely responsible for repairing said damage.
f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.

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

12. SIGNS

a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.

    i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

b. Prior to erection, construction or placing of any sign at the terminal, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.

c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

13. INDEMNIFICATION

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

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

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

14. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DAMAGE OR DESTRUCTION
    a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days.
    b. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
    c. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises.
    d. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. OBLIGATIONS OF COUNTY
    a. Clear Title.
        i. County covenants and agrees that at the granting and delivery of this Agreement it has good title to the Premises, and that County has full right and authority to lease the same.
    b. Operation as a Public Airport.
        i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
    c. Maintenance of Airport.
        i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County sees fit.
        ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
        iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out

of the closing of any right of way or other area used as such, whether within or without Airport.

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

17. DEFAULT

a. The following shall constitute a material default and breach of this Agreement by the Tenant:
    i. Failure to Pay Rent / Perform Covenants.
        1. The failure of Tenant to pay any amounts due under this Agreement on the date the fees are due, with or without notice; or
        2. The failure of Tenant to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than thirty (30) days after written notice of such failure is given to Tenant.
    ii. Abandonment of Premises.
        1. If Tenant should abandon the Premises for a period of thirty (30) days or longer, the abandonment shall be considered a material default and breach of this Agreement.
    iii. Provides Materially False Information.
        1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.
    iv. Bankruptcy or Insolvency.
        1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
            a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
            b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

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

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

vii. Other Agreement Provisions.
   1. Failure to comply with provisions of this Agreement within ten (10) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.

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

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

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

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

iv. Right to Relet Premises.
   1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or

rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.

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

c. Damages.
   i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.
      1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
      2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
      3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

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

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

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

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

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

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

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

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

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

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

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

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

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

County Attorney
125 East Center St.
Moab, Utah 84532

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

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

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

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

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

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

27. ASSIGNMENT AND SUBLETTING
    a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease.

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

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

30. MISCELLANEOUS PROVISIONS
    a. The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such

party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

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

IN WITNESS WHEREOF, the hands of the Parties:

SIGNED: ____
Jon Dwight, Authorized Signatory, LB Moab Owner, LLC DATE

SIGNED: ____
Jacques Hadler, Grand County Commission Chair DATE

ATTEST: ____
Gabriel Woytek, County Clerk DATE

EXHIBIT A

PREMISES

Description:

Wall space for 2 electronic screens, in pink.

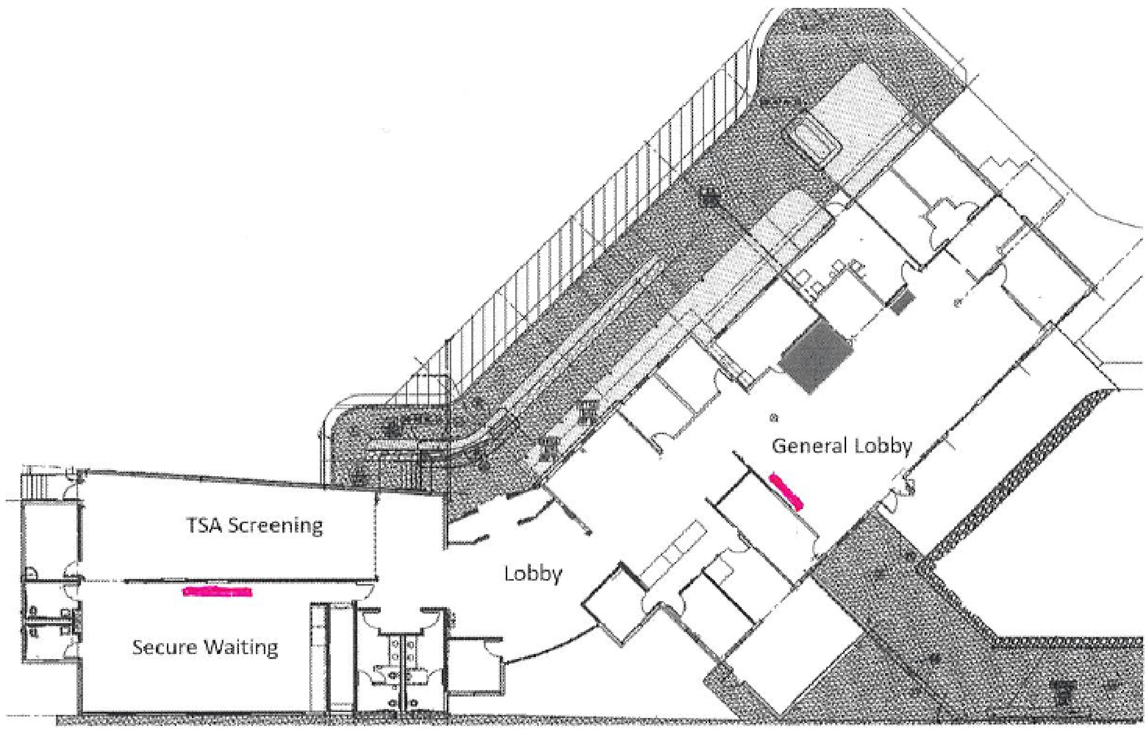


EXHIBIT B

CERTIFICATES OF INSURANCE (COI)


POLYPERFORMANCE
Call us: 805-783-2060
www.polyperformance.com
OFF YOUR ONLINE ORDERS
CODE: EASTER16
EXIT
SHUTTLE / TAXI


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

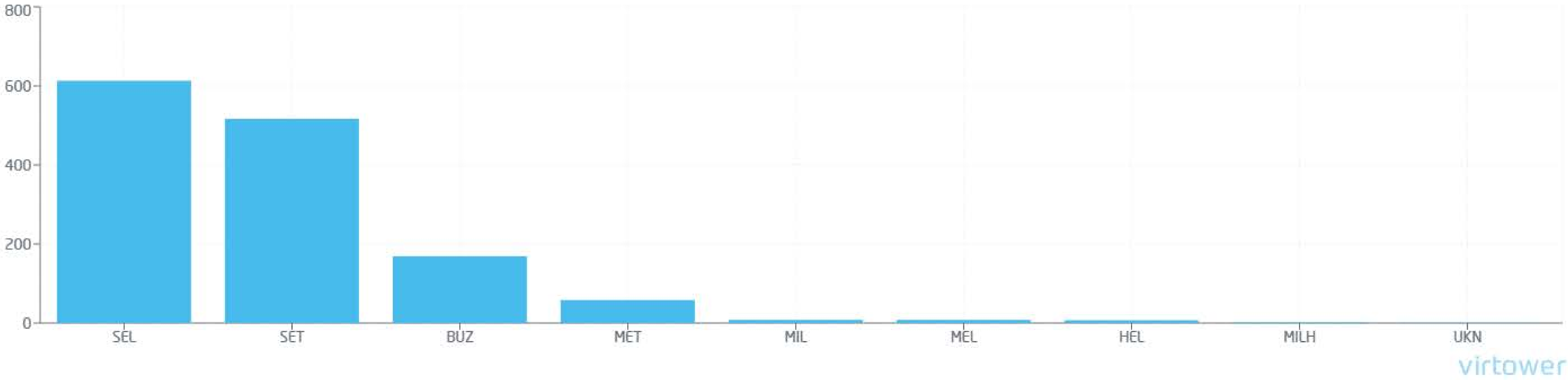
Operations Based vs Visiting

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT

virtower

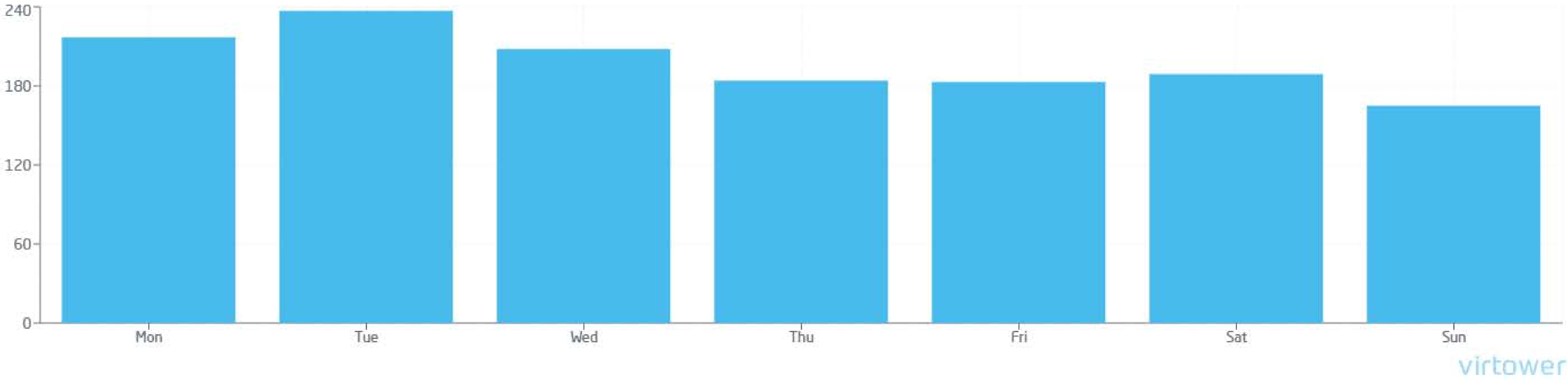
Operations by Aircraft Category

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT



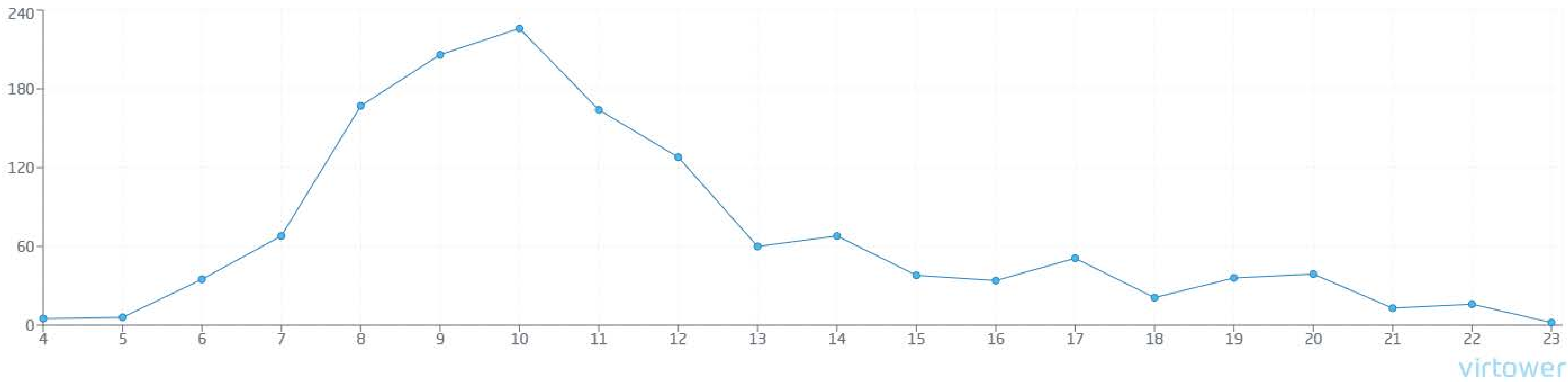
Operations by Day of Week

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT



Operations per Hour (Landings & Takeoffs)

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT



Landings per Runway

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT

virtower

Takeoffs per Runway

KCNY 07/01/2024 0:00 > 07/31/2024 23:59 LT

virtower