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

**October 7, 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

1. Call to Order
2. General Business
    1. Approve minutes of September 9, 2024 (Regular meeting)
3. Citizens to be Heard
4. Presentations
    1. Land Gate – 10 minutes + questions
    2. Energy Solutions – 10 minutes + questions
5. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation):
    1. Shalee resigned from the Board 9-16-2024. Open vacancy posted on 9/25/2024, two applications received. Interviews at the November meeting
    2. Letter to County Clerk Gabe Woytek, requesting a monthly or quarterly report of Airport finances (drafted by Randy).
    3. Address the number of people on the Insurance Subcommittee - was 3, now 4, quorum, so need to declare 3 people only.
    4. (Discussion): Report on Redtail's insurance requirements in their Operating Agreement of 3-28-2023 (see attachment).
    5. Redline revisions to insurance requirements in CNY Lease Template, proposed by the Insurance Subcommittee.
    6. Redline revisions to Airport Minimum Standards: 1) hangar sizes, 2) clearly outline hangar sales, 3) Airport advertising policy, 4) Insurance requirements in leases, 5) word choices in Section 7:Action Upon Application.
    7. Draft CNY advertising policies.
    8. If insurance revisions are approved, bring Rydman lease back to the table.
    9. Place a moratorium on further digital advertising at Airport, except for Lions Back Resort and Redtail Air (Jason's suggestion on 9/9).
    10. Review Lease with Lion's Back Resort for screen advertising in the terminal, to make sure that new terms are what the Board wanted. (Lease approved by County Attorney on 9-25-2024.)
6. Discussion Items:
    1. Redtail Air

2. Redtail Air FBO Building - Extension to start building - 18 months from June 20, 2023.

3. Project Reports
    a. Taxiway A1 Relocation -
       9-9-2024 AB agenda: Phase II ramp expansion did not receive funding for 2024, potential funds in 2025.
    b. Drive through gate replacement (FEMA Grant) -
       9-9-2024 AB agenda: Still waiting for gate to be built.
    c. Mini-split heating/cooling unit for baggage screening area – Waiting on Contractor.
    d. FAA ATP BIL application submitted - terminal modifications, selections by the end of October.
    e. Emergency repairs of flood damaged fence.

3. RFP for engineers-of-record and consultants – of – record.

5. CIP list for FAA due in November

7. Reports:
    1. Airport Monthly Data Report & Virtower Data - September 2024
    2. Any questions on Director's Report for September 2024
    3. County Commission
    4. City of Moab
    5. Travel Council
    6. Solar Committee
    7. (Lease) Insurance Subcommittee
    8. Other reports for Airport Board

8. Future Considerations
    1. Building floodgates for fence
    2. Moab to host 2025 Fall UAOA Conference

9. Closed Session, if necessary
10. 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.

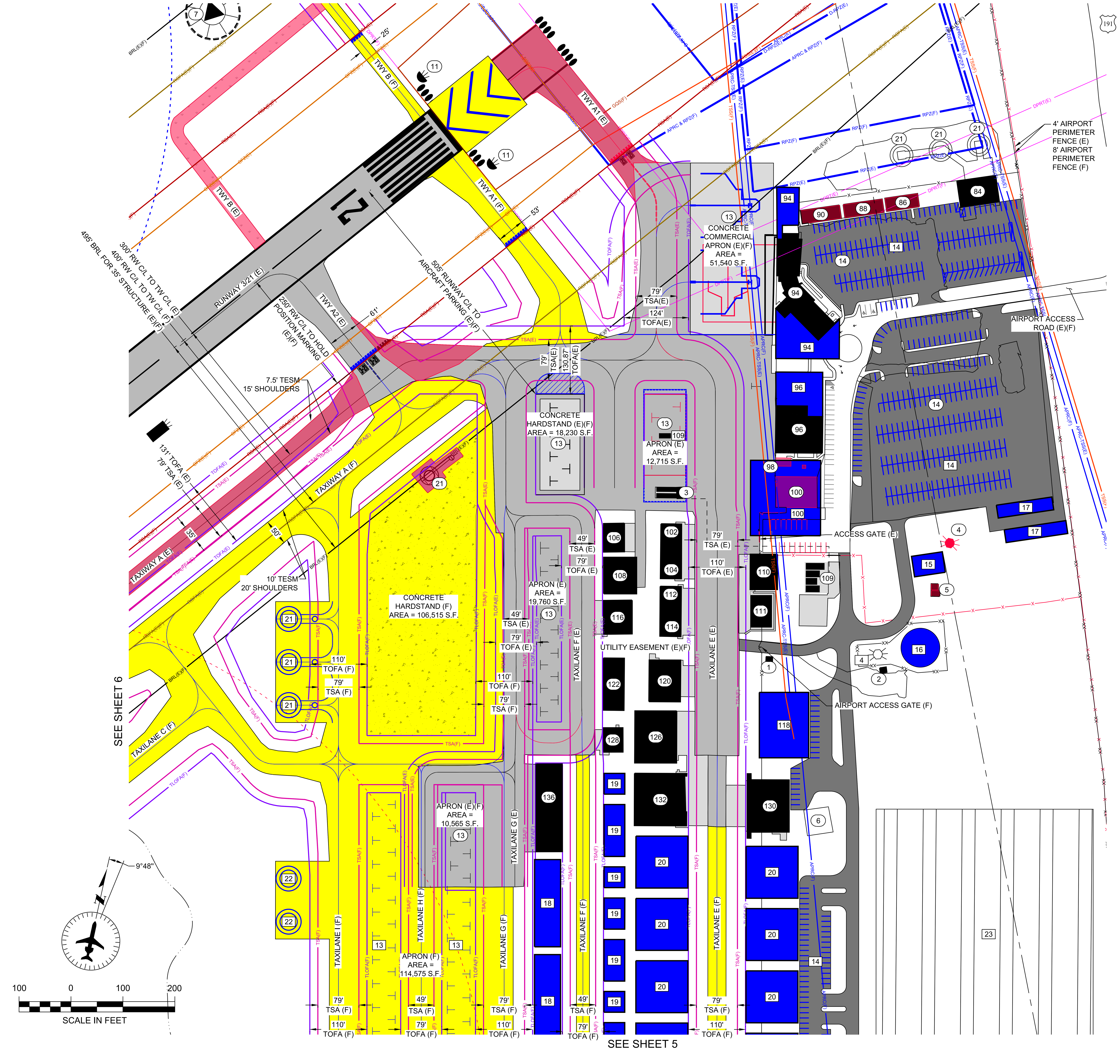
Posted by: Tara Collins
at the Grand County Commission Chambers __________ Date __________ Time

# AIRPORT FACILITIES LIST

| NO. | FACILITY DESCRIPTION | TOP ELEV. (MSL-EST.) | NO. | FACILITY DESCRIPTION | TOP ELEV. (MSL-EST.) |
|---|---|---|---|---|---|
| 1 | ELECTRICAL VAULT | - | 86 | *PARKING GARAGE | 4571' |
| 2 | RCO BUILDING | - | 88 | * PARKING GARAGE | 4571' |
| 3 | FUEL TANK | 4578' | 90 | * PARKING GARAGE | 4571' |
| 4 | BEACON | 4619' | 94 | * TERMINAL / FBO | 4583' |
| 5 | PUMP HOUSE | 4583' | 96 | * BOX HANGAR | 4594' |
| 6 | ELECTRICAL SUBSTATION | 4568' | 98 | * WASH BAY | 4580' |
| 7 | LIGHTED WIND CONE WITH SEGMENTED CIRCLE | 4578' | 100 | * BOX HANGAR | 4591' |
| 8 | VOR / DME | 4561' | 102 | * BOX HANGAR | 4596' |
| 9 | ASOS | 4591' | 104 | * BOX HANGAR | 4596' |
| 10 | SUPPLEMENTAL WIND CONE | 4554' | 106 | * BOX HANGAR | 4585' |
| 11 | REIL's | - | 108 | BOX HANGAR | 4587' |
| 12 | PAPI's | - | 109 | FUEL FARM / FUEL PUMP | - |
| 13 | AIRCRAFT PARKING | - | 110 | [illegible] | [illegible] |
| 14 | VEHICLE PARKING | - | 112 | * BOX HANGAR | 4589' |
| 15 | WASH BAY | - | 113 | BOX HANGAR | 4595' |
| 16 | WATER TANK SYSTEM | 4586' | 114 | * BOX HANGAR | 4589' |
| 17 | PARKING GARAGE | 4588' | 116 | * BOX HANGAR | 4582' |
| 18 | T-HANGAR | 4578' | 118 | BOX HANGAR | 4595' |
| 19 | BOX HANGAR | 4579' | 120 | *BOX HANGAR | 4585' |
| 20 | BOX HANGAR | 4594' | 122 | * BOX HANGAR | 4580' |
| 21 | HELICOPTER PARKING | - | 126 | * BOX HANGAR | 4592' |
| 22 | VTOL PARKING | - | 128 | * BOX HANGAR | 4579' |
| 23 | SOLAR FARM | - | 130 | * BOX HANGAR | 4588' |
| 24 | CORPORATE/FBO/DEVL. | - | 132 | * BOX HANGAR | 4591' |
| 84 | * PINNACLE HELICOPTERS HANGAR | 4585' | 136 | * T-HANGAR | 4581' |

EXISTING FUTURE

* ELEVATIONS ARE FROM SURVEY
(ALL OTHERS ARE ESTIMATED)




## LEGEND

| EXISTING | FUTURE | DESCRIPTION |
|---|---|---|
| ASPHALT CONCRETE | ASPHALT CONCRETE | AIRFIELD DEVELOPMENT |
| | N/A | GRAVEL |
| | | STRUCTURE/FACILITIES (BUILDING) |
| | | AIRPORT PROPERTY LINE (APL) |
| RSA(E) | RSA(F) | RUNWAY SAFETY AREA (RSA) |
| OFZ(E) | OFZ(F) | OBSTACLE FREE ZONE (OFZ) |
| ROFA(E) | ROFA(F) | RUNWAY OBJECT FREE AREA (ROFA) |
| RPZ(E) | RPZ(F) | RUNWAY PROTECTION ZONE (RPZ) |
| BRL(E) | BRL(F) | BUILDING RESTRICTION LINE (BRL) |
| TSA(E) | TSA(F) | TAXIWAY SAFETY AREA (TSA) |
| TOFA(E) | TOFA(F) | TAXIWAY OBJECT FREE AREA (TOFA) |
| | | AIRPORT REFERENCE POINT (ARP) |
| | N/A | PACS/SACS MONUMENT |
| N/A | | TO BE REMOVED |
| | | THRESHOLD LIGHTS |
| | | REIL |
| | | PAPI |
| | | AIRPORT BEACON |
| | N/A | LIGHTED WIND CONE & SEGMENTED CIRCLE |
| | N/A | ASOS |
| | N/A | SUPPLEMENTAL WIND CONE |
| | N/A | SECTION CORNER |
| 4125 | N/A | CONTOURS |
| | | ROADS |
| | | MARKINGS |
| X | XX | FENCING |
| | | HELICOPTER / VTOL PARKING |

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 | 09/2023 | ORIGINAL ISSUE | 6796503 | RA | JPH | JZP |



TERMINAL AREA DRAWING

**GRAND COUNTY AIRPORT BOARD**
**RESCHEDULED MEETING**
**MINUTES**

**September 9, 2024 @ 5:30 p.m.**
**Grand County Library, 257 E. Center Street**
**Moab, UT 84532**

1. Call to Order
    1. The meeting was called to order at approximately 5:33 p.m.
    2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Laurel Catto, and Jason Taylor (Moab City Rep.). Alex Borichevsky (Travel Council Rep.) participated on Zoom. Airport Director Tammy Howland was also present.
    3. Members not present: Randy Martin and Shalee Bryant.
    4. Others present: Director's Assistant Tara Collins. Judd Hill and Thorsen Milton from Lochner (formerly Armstrong Consultants), Alvin Chung on Zoom.
2. General Business
    1. Approve minutes of July 1, 2024 (Regular meeting)
       **Motion** by Bill Hawley to approve the minutes, seconded by Jason, approved 5-0.
3. Citizens to be Heard - None.
4. 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).
       Tammy said the letter was not ready; Jody said they'll skip this one.
       Tammy said now that the County has a new finance director, a lot of this has been worked out.

    2. Letter of intent from Alvin Chung to build a hangar, with lot choices and dimensions.
       Alvin spoke a bit about their intent (he and James Mabey), Tammy showed the T-hangar diagram and lot choices submitted by Alvin. Tammy said they're planning to use some of the BIL money for new taxilanes, and showed the taxilane diagram. He said he wants a 62' x 40' lot, but his diagram doesn't reflect that accurately; that will need to be revised. They discussed the minimum size required for a hangar (2,000 sq. ft.). Bill H. recapped the 2 options: we could modify the Minimum Standards to allow for smaller hangars, or Alvin could build a 2,000 square foot hangar. Laurel said we could make the lot size minimum 2,000 square feet, but allow smaller hangars inside that lot.
       **Motion** by Laurel to approve this concept plan as submitted, subject to revision of the minimum square footage, in the minimum standards. Seconded by Jason, approved 5-0.

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.
   **Motion** by Bill H. to let Lions Back go ahead with advertising, with the understanding that at the end of that advertising time, that they return whatever terminal space they use to its original condition. Jody mentioned a caveat that the time they're given should be: one year <u>or</u> until we get our advertising policies enacted. So if we get them enacted in 2 months, then they have 2 months. They wouldn't get the rest of the year, he said. Bill H. thought we should go ahead and let them start. **Motion seconded** by who?? Jody raised the question: what if, in the meantime, somebody else wants to do the same thing? Tammy mentioned that Palisade Colorado had inquired about advertising in the CNY terminal. Bill H. said we have other monitors already there for other advertisers. Tammy said Palisade wanted printed media on the wall, not digital. There was discussion about ways to get out of this contract. Jason asked what if another entity wanted to do their own digital advertising with their own TV's? Bill H. answered No, this would be the last one. He didn't want to keep them waiting any longer. Jason thought that in addition to this motion, next we'd need a moratorium on further digital advertising at the Airport. Bill H. reiterated that we really need an advertising policy. Jody clarified that the **motion** is to allow Lions Back Resort to digitally advertise for a minimum of one year, with the caveat that they return the space to its original condition. Approved 5-0.

4. Redline revisions to insurance requirements in CNY Lease Template, proposed by the Insurance Subcommittee.
   Tammy said we had a Subcommittee meeting on the insurance. The biggest change from that meeting was on the Auto insurance. Bill H. said he was in opposition to these revisions. Although, he did not have a problem with Builder's Risk Liability Insurance or General Liability Insurance. However, he said there are exceptions to General Liability. The other thing he wonders about is who will be policing these requirements.

   There was some discussion about tie-down customers versus hangar tenants. There was some discussion about automobile insurance - who should have to maintain coverage. Bill H. wondered why we need people to get auto insurance at all. Laurel said because it is reasonable and prudent, regardless of the chances of an accident happening. Laurel pointed out that these are very standard insurance requirements, in her experience with other airports. Instead of Hangar Keeper's Liability, Laurel suggested that the tenant get their liability insurance company to issue a written waiver of subrogation in favor of the Airport and the County.

   **Motion** by Laurel to approve these redline revisions, with the deletion of paragraph i., [the alternative to insurance: assets] and including a waiver of subrogation exception to hangar keeper's liability. Bill H. thought they had not discussed the redlines thoroughly enough. He redirected the discussion back up to property insurance. Jody said he didn't think they would get through the redlines tonight. The group went over the definition of "Improvements" in the Lease

Template, i.e. the hangar. Bill H. thought there were a lot of unnecessary rules and insurance requirements. Bill W. thought that Bill H. should be part of the insurance subcommittee. Jody asked if Bill H. would be part of the subcommittee. Bill H. nodded. Bill W. thought some provisions were reasonable, but that we had to be careful not to make this document too onerous. Tammy pointed out that this section was based on several other airports' existing lease provisions. Bill H. asked to see those other airports' leases and insurance provisions. Bill W. wanted to make sure that the final draft of this section would be reviewed by the County Attorney, and staff assured him that it definitely would be. Judd Hill gave his opinion, based on his experience of what other airports have for insurance requirements: while most have similar insurance requirements, it really comes down to what CNY needs specifically.

There was further discussion about waiver of subrogation for the County, when the County is a third party, i.e. not involved in the liability/incident. Bill H. thought that we shouldn't have a laundry list of insurance requirements for every possible thing that might happen.

Item was tabled for further research and discussion.

Tammy and Jody wondered about Randy, he hasn't been in touch. Jody said, interestingly, that Redtail had contacted him about getting one of their employees on the Board. Jody plans to respond with the general procedure for any potential Board member.

5. If insurance revisions are approved, bring Rydman lease back to the table. They weren't.

5. Discussion Items:

    1. Status of Solar Power Purchase Agreement with Neighborhood Power (was on the 8/6/2024 County Commission meeting, then C. A. Stocks had 2 more subsequent meetings.)
    Bill H. said the County Commission and County Attorney had some concerns with this project, and this company. Tammy outlined what those concerns were: the money we were supposed to save in the long run, that math doesn't work out. Bill W. said that the Commission would like us to move away from Neighborhood Power, and open it up. Bill H. wondered why we hadn't gone back to Neighborhood Power, and told them the County's concerns, and ask if they will change their proposal. Bill W. said that John Knight (local solar guy) had had several meetings with Neighborhood Power. Tammy said that since the article came out in the T-I, she had one local company contact her, and say they didn't see an RFP for this project. Bill W. thought there were too many people involved, that the solar study group should be narrowed down, so we know exactly who is working on it. Bill H. thought that whether we go with an RFP or another option, there should be somebody at the County level who is the gatekeeper of this project.

2. Project Reports
    a. Taxiway A1 Relocation - Tammy said the grant offer was signed and submitted to the 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 full reimbursement. This item was approved at the Aug. 20 CC meeting. Phase II ramp expansion did not receive discretionary funding for 2024, but will have potential funds in 2025.
    b. Drive through gate replacement (FEMA Grant) - ICA finalized. Passed legal review on 8/6, sent to commission. Chair signed ICA on 8/13, and gate ordered. Gate has a 10-12 week build time.
    c. Mini-split heating/cooling unit for baggage screening area - ICA done & sent to Eco HVAC of Moab. Tammy said that area is exposed to the elements so much, it doesn't keep up with the heating & cooling of the rest of the building.
    d. FAA ATP BIL application submitted - terminal modifications. Tammy said they're waiting on approval.
    e. Emergency repairs for the terminal roof drain, and damaged fence caused by torrential rains on August 23rd.
    f. Taxi-lane preliminary design - see attached.

3. NTSB safety request for CNY. Tammy said that the NTSB notified us that the sky could be extra-dark on some nights. Someone mentioned that the dark skies are a selling-point for Moab, that's one of the reasons people visit here. Tammy suggested that pilots should turn on the runway lights when taking off at night. She said this is merely a request from NTSB. There's no requirement involved.

4. Draft CNY advertising policies - rough draft and make suggestions.

5. CIP list for FAA review - 2024 attached for reference. (This is the one prepared last year, for this year.) Tammy said they'll have their meeting with the FAA on Sept. 19 at UAOA. Judd said that this year they're going to add a line item for contingencies.

6. Reports:
    1. Airport Monthly Data Report - July & August 2024 & Virtower Data. Tammy said fuel sales are still down. Enplanements are also lower than last year, but we'll still hit our 10,000.
    2. Any questions on Director's Report for July & August 2024.
    3. County Commission - Bill W. said he would keep working to stabilize the solar power project, he said it got spread out over too many people.
    4. City of Moab - Jason said they are working on a plan for all the flooding. He went to the ULCT convention last week, and found out that going over-budget on projects is a state-wide problem, probably a nation-wide problem.

5. Travel Council (Alex dropped off Zoom)
6. Solar Committee (already covered)
7. (Lease) Insurance Subcommittee - Jody said we had beaten that one with a dead horse.
8. Other reports for Airport Board

7. Future Considerations

    1. Landgate presentation at October meeting - potential revenue/solar opportunities. There's no cost to us. Tammy explained that landowners can lease their land to an investment group, it's a way to advertise that this is intended for solar power projects (or wind, or mineral). We're in a good position, because we have 2 sets of transmission lines and a substation.

    2. Energy Systems Consulting - local resident, John Early, who works for Gardner Energy, saw the newspaper article and would like to consult with us for solar project.

    Bill H. said we needed to discuss the Redtail lease. He said they have a hangar lease for their new FBO building, and they haven't started building it. He requested it be on the next agenda, along with the extension of time we gave them to start building.

    Judd Hill said the process of selecting an engineer-on-contract would be coming up soon.

8. Closed Session, if necessary
9. Adjourn - at 7:48 p.m.

## CANYONLANDS AIRPORT, GRAND COUNTY UT
## GRAND COUNTY, UTAH


LANDGATE

Data Solutions and Marketplace for Land Resources

# PROPERTY REPORT

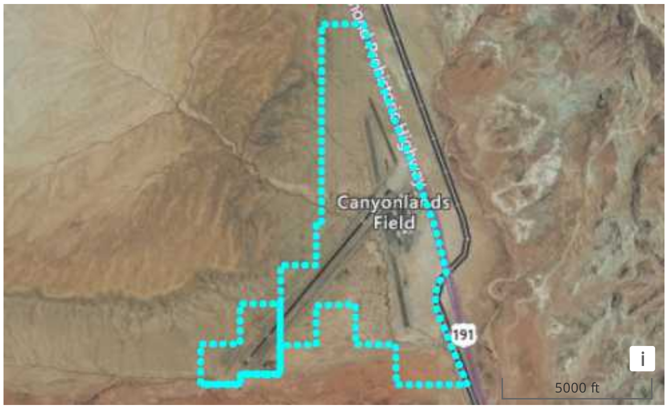
POWERED BY LANDGATE

# Table Of Contents



LandGate's engineered valuations take into account large amounts of granular technical data to determine market values of land-based real estate. Valuations for each of the property's segments are based on the most up to date technical conditions. These estimates should not be used as a certified appraisal. LandGate and its partner KPMG can provide a certified appraisal.

# Summary





## Value Index

| | |
|---|---|
| Land | 57 |
| Solar Energy | 11 |
| Wind Energy | 2 |
| EV Charging | 63 |
| Available Power | 49 |
| Energy Storage | 81 |
| Carbon Credits | 10 |
| Carbon Sequestration | 10 |
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| Data Center | 10 |
| Green Power | 18 |

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| | |
|---|---|
| Oil & Gas Contamination | 22 |
| Industrial Contamination | 0 |
| Electricity Blackout | 14 |
| Cost Of Electricity | 0 |
| Electrical Connection | 54 |
| Drought | 100 |
| Wildfire | 12 |
| Natural Earthquakes | 15 |
| Induced Earthquakes | 0 |
| Hurricane | 1 |
| Tornado | 3 |
| Straight Line Wind | 8 |
| Hail | 3 |
| Flood | 0 |

## Potential Dividends (Estimated Lease Value)

| | |
|---|---|
| Solar Farm Lease: | $990/ac/yr |
| Wind Farm Lease: | $80/ac/yr |
| Carbon (Carbon Credits): | $0/ac/yr |
| Oil and Gas (Mineral Lease): | $10/ac |

## LandGate Estimates by Parcel

| Parcel APN | Parcel Address | Parcel Acreage | Land Value | Solar Farm Lease | Wind Farm Lease | Battery Storage Score | EV Charging Score | Carbon Credits | Carbon Sequ. Lease | Mineral Lease | Mining | Water Rights |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 850.451 | $69,452 | $1,026/ac/yr | $86/ac/yr | 81* | 64* | $0 | $0 | $20/ac | - | - |
| 040190019 | AIRPORT DR S END | 109.9 | $59,394 | $721/ac/yr | $35/ac/yr | 78* | 53* | $0 | $0 | $20/ac | - | - |

## LandGate Indexes By Parcel

| | | | Indexes | | | | | | | | | | | Risk Factors | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Parcel APN | Parcel Address | Parcel Acreage | Land | Solar Energy | Wind Energy | EV Charging | Available Power | Energy Storage | Carbon Credits | Carbon Sequestration | Minerals | Mining | Water | Commercial & Industrial | Oil & Gas Contamination | Industrial Contamination | Electricity Blackout | Cost Of Electricity | Electrical Connection | Drought | Wildfire | Natural Earthquakes |
| | | 850.5 | 57 | 10 | 1 | 64 | 50 | 81 | | | 1 | | 100 | 38 | 22 | 0 | 11 | 0 | 52 | 100 | 10 | 15 |
| 040190019 | AIRPORT DR S END | 109.9 | 56 | 19 | 4 | 53 | 40 | 78 | | | 18 | | 100 | 0 | 21 | 0 | 36 | 0 | 68 | 100 | 25 | 15 |

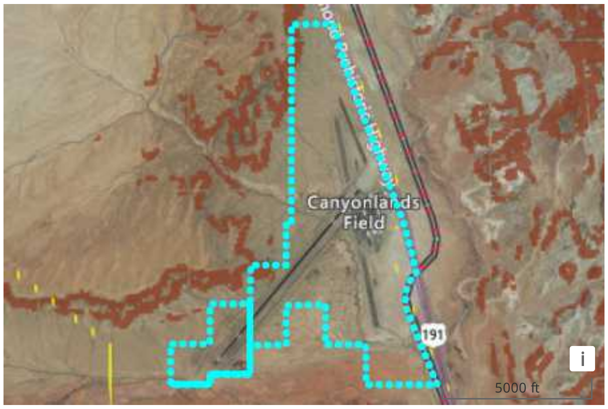
# Land


Cropland Irrigation Percent: 100 %
LandGate Relative Water Stress: 99.6 %
Annual Precipitation: 7.3 ″
Average Annual Wind Speed: 11.6 mph
Average 3D Solar Irradiance: 268 W/m²
Average High Temp: 69.3 ℉
Average Low Temp: 40.7 ℉
Average Slope: 1.3 °
Maximum Slope: 21.4 °

**Total Land Value:** $65,592,573 ($68,431/ac)

- Developed $64,917,835 (206.8 acres)
  - Developed/Open Space $19,416,683 (74.7 acres)
  - Developed/Low Intensity $13,782,997 (42.3 acres)
  - Developed/Med Intensity $25,949,217 (74.5 acres)
  - Developed/High Intensity $5,768,937 (15.3 acres)
- Woodland $382,942 (745 acres)
  - Shrubland $382,942 (745 acres)
- Barren $287,401 (4.9 acres)
  - Barren $287,401 (4.9 acres)
- Cropland $4,395 (1.8 acres)
  - Alfalfa $3,735 (1.6 acres)
  - Watermelons $661 (0.2 acres)

# Property Features




**Acreage Details:**

| | |
|---|---|
| Dwelling: | 1 ac |
| Federal Wetland: | 5 ac |
| Railroad: | 8 ac |
| Topography 5%: | 69 ac |
| Topography 8%: | 19 ac |
| Topography 12%: | 12 ac |
| Topography 15%: | 9 ac |
| Transmission Line: | 6 ac |

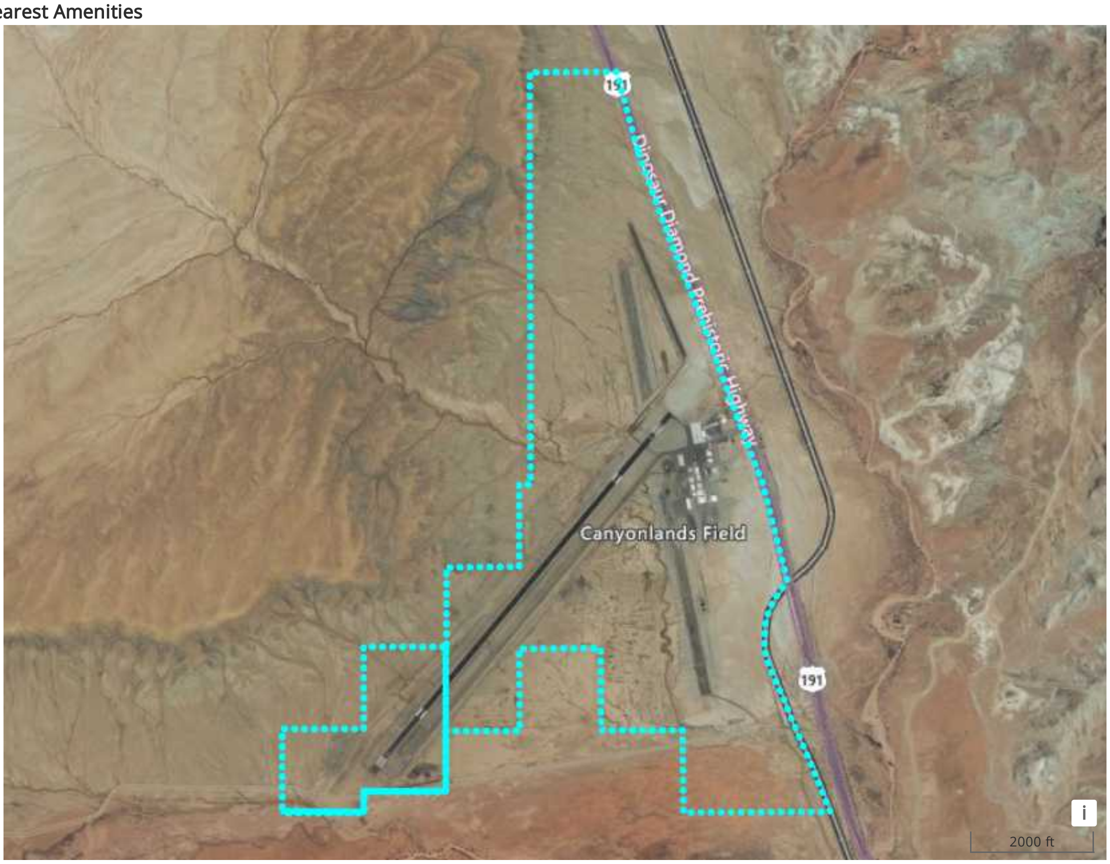
## Elevation

| | |
|---|---|
| Average Elevation: | 4,584 feet |
| Minimum Elevation: | 4,500 feet |
| Maximum Elevation: | 4,720 feet |

## Slope

| | |
|---|---|
| Average Slope: | 1 ° |
| Maximum Slope: | 21 ° *(Will need grading, or may be unusable)* |

**Nearest Amenities**




- Restaurant
- Park
- Gas Station
- Coffee
- Entertainment
- School
- Shopping
- Port/Terminal
- Apartment Complex
- Campground
- Church
- Hospital/Clinic
- Hotel/Motel
- Rest Area
- Point Of Interest

**Amenity Details**

Number of Restaurants within 1.5 mi: **0**
Number of Coffee shops within 1.5 mi: **0**
Number of Shopping amenities within 1.5 mi: **0**
Number of Hotels within 1.5 mi: **0**
Number of Schools within 1.5 mi: **0**
Number of Gas Stations within 1.5 mi: **0**
Number of Churches within 1.5 mi: **0**
Number of Entertainment options within 1.5 mi: **0**

Distance to nearest Hospital: **No hospital within 1.5 miles**
Distance to nearest Port/Terminal: **No Port / Terminal within 1.5 miles**
Distance to nearest EV Charger: **No EV Charger within 1.5 miles**

# Topo


## Elevation

| | |
|---|---|
| Average Elevation: | 4,584 feet |
| Minimum Elevation: | 4,500 feet |
| Maximum Elevation: | 4,720 feet |

## Slope

| | |
|---|---|
| Average Slope: | 1 ° |
| Maximum Slope: | 21 ° *(Will need grading, or may be unusable)* |

# Trees


### Current Trees

| | |
|---|---|
| Tree Acres (ac): | 0 |
| Tree Canopy Avg. Height (ft): | 0 |
| Tree Canopy Density (%) (ft): | 0 |
| Forest Age (yr): | 125 |
| Mangrove Forest (ton/ac/yr): | 0 |
| Water Precipitation (in/yr): | 7.89 |

### Reforestation Potential

| | |
|---|---|
| From Non-Tree Cover Acres (ac): | 960.35 |
| From Tree Cover Acres (ac): | 0 |
| Exclusion Zone for Non-Tree Area only (ac): | 15.44 |
| Potential Area for Reforestation Acres (ac): | 0 |
| Water Precipitation (in/yr): | 7.89 |
| Suggested Tree Type for Reforestation: | - |
| Maximum Tree Canopy Density (%): | 0.00 |

### Details by Tree Type

### Carbon Credits

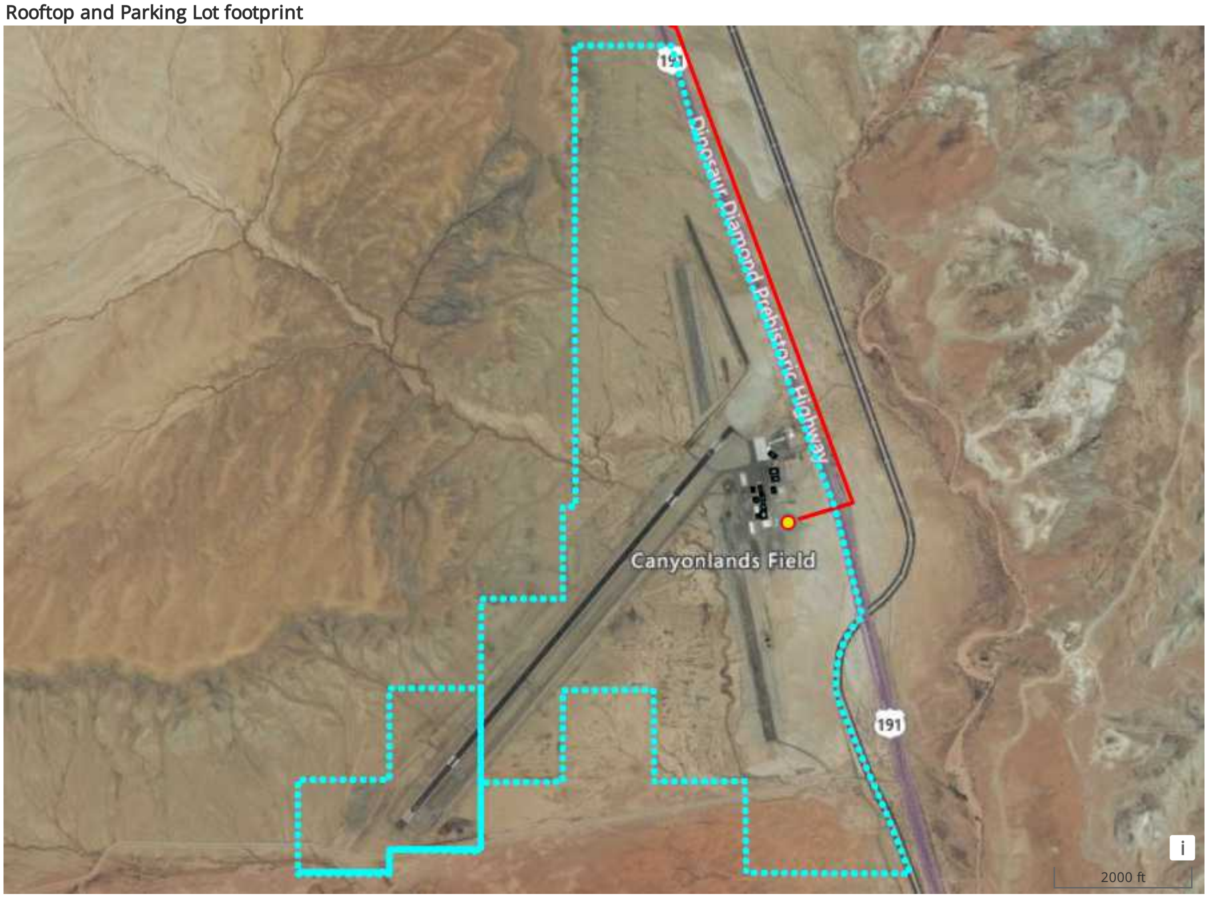
| | Carbon Offset Est. Current Year (ton/ac/yr) | Carbon Offset Est. Current Year (ton/yr) | Carbon Credits Est Current Year ($/ac/yr) | Carbon Credits Est Current Year ($/yr) | Carbon Offset Potential Est. 30 Yr Avg (ton/ac/yr) | Carbon Offset Potential Est. 30 Yr Avg (ton/yr) | Carbon Credits Est. 30 |
|---|---|---|---|---|---|---|---|
| Current Trees | 0.000 | 0.000 | $0.00 | $0.00 | 0.000 | 0.000 | $0.00 |
| Reforestation Potential | 0.000 | 0.000 | $0.00 | $0.00 | 0 | 0.000 | $0.00 |

# Soil


| Soil Type | Soil Quality Class | Dominant Soil Group | Soil Acres | Soil Description | Prime Farmland Designation |
|---|---|---|---|---|---|
| 11 | 7 | D | 487.8 | Chipeta complex | Not Prime Farmland |
| 56 | 2 | C | 289.6 | Sagers silt loam | Not Prime Farmland |
| 75 | 6 | C | 125 | Toddler-Ravola-Glenton families association | Not Prime Farmland |
| 66 | 7 | A | 48.2 | Sheppard fine sand, 2 to 10 percent slopes | Not Prime Farmland |
| 10 | 7 | D | 9.6 | Chipeta silty clay loam, 10 to 25 percent slopes | Not Prime Farmland |
| 12 | Unspecified | | 0.2 | Chipeta-Badland complex | Not Prime Farmland |

# Rooftop Solar

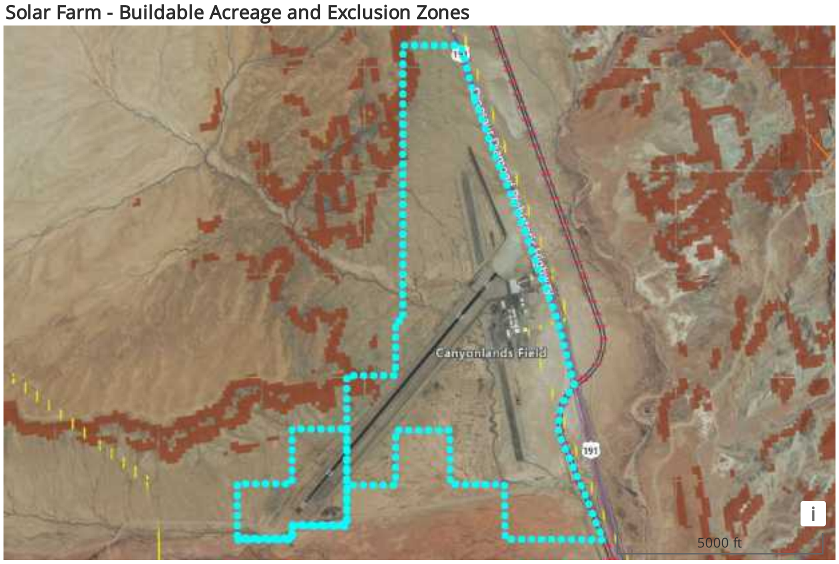
Rooftop and Parking Lot footprint




| Site Details | | Production Details | |
|---|---|---|---|
| Building Square Feet: | 52,989 | Total Site Capacity: | 1.73 MW |
| Parking Lot Square Feet: | 126,084 | MWh generated per year: | 3,590 MWh |
| | | Avoided CO2 emissions: | 2.5 tons CO2e/year |
| Number of Rooftop Solar Panels: | 1,451 | Estimated Yearly Revenue: | 301,623 $/yr |
| Number Parking Lot Solar Panels: | 2,878 | Estimated Yearly Value: | 1.684 $/sqft/yr |

# Solar Farm

Solar Farm - Buildable Acreage and Exclusion Zones




**Acreage Details:**

| | |
|---|---|
| Dwelling: | 1 ac |
| Federal Wetland: | 5 ac |
| Railroad: | 8 ac |
| Topography 5%: | 69 ac |
| Topography 8%: | 19 ac |
| Topography 12%: | 12 ac |
| Topography 15%: | 9 ac |
| Transmission Line: | 6 ac |

**Est. Solar Rent:** $990 / ac / yr

**Buildable Acreage For Solar**

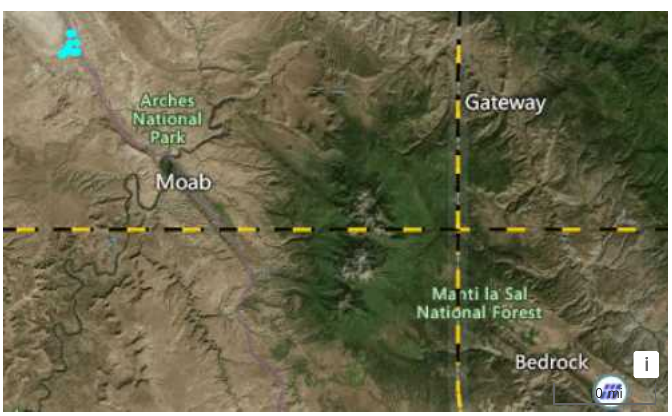
| | |
|---|---|
| Gross Parcel Acreage: | 960 ac |
| Total Buildable Acreage: | 921 ac |

** Solar rent is based off of buildable acreage.*
*Solar projects may not use the entire potential buildable acreage.*
*Average acreage for community solar projects is 15-30 acres.*
*Average acreage for Utility Scale solar projects is 100+ acres.*

**Potential Capacity/Output**

| | |
|---|---|
| Direct Solar Irradiance: | 236 W/m² |
| Solar Irradiance - Topography and Panel Tilt Corrected: | 268 W/m² |
| Possible Number of Solar Panels: | 603,440 |
| Parcel Max Capacity: | 272 MW |
| Max Annual Output: | 440,365 MWh |

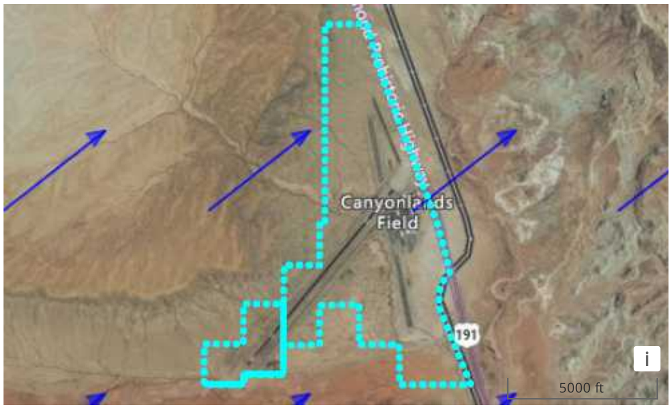
Nearest Solar Farm




## Nearest Solar Farm

| | |
|---|---|
| Operator | SAN MIGUEL POWER ASSN, INC |
| Distance | 60.835 miles |
| Operating Capacity | 1 |

# Wind




Est. Wind Rent: $80/ac/yr

## Potential Capacity / Output

| | |
|---|---|
| Possible Number of Wind Turbines on Parcel: | 11.37 |
| Parcel Max. Capacity: | 37.518 MW |
| Parcel Max. Annual Output: | 55,936.389 MWh |

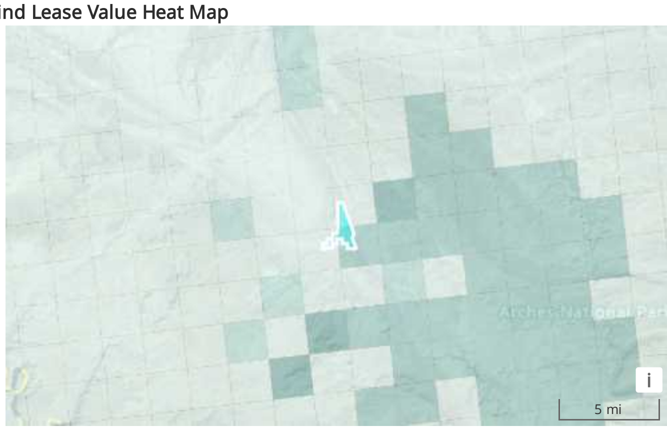
## Buildable Acreage For Wind

| | |
|---|---|
| Gross Parcel Acreage: | 960 ac |
| Total Buildable Acreage: | 921 ac |

## Acreage Details

| | |
|---|---|
| Dwelling | 1 ac |
| Federal Wetland | 5 ac |
| Railroad | 8 ac |
| Topography 5% | 69 ac |
| Topography 8% | 19 ac |
| Topography 12% | 12 ac |
| Topography 15% | 9 ac |
| Transmission Line | 6 ac |

Wind Lease Value Heat Map




**LandEstimate - Lease Value in $/ac/yr**

- < $100
- $100 < x < $150
- $150 < x < $225
- $225 < x < $300
- $300 < x < $375
- $375 < x < $450
- $450 < x < $550
- $550 < x < $650
- $650 < x < $700
- > $700

# Electrical Infrastructure


### Nearest Substation

| | |
|---|---|
| Substation Name: | CANYONLANDS |
| Distance: | 0 miles |
| Substation Hosting Capacity: | - |

### Nearest Transmission Line

| | |
|---|---|
| Owner: | PACIFICORP |
| Distance: | 0 miles |
| Max Capacity: | 150 MW |
| Available Capacity: | - |

Nearest Solar Farm


Nearest Wind Farm


### Nearest Solar Farm

| | |
|---|---|
| Operator | SAN MIGUEL POWER ASSN, INC |
| Distance | 60.835 miles |
| Operating Capacity | 1 |

### Commodity Pricing

| | |
|---|---|
| Wholesale Market: | NW-index |
| Avg. Energy Price: | - |
| State/Local Incentives: | - |
| Total Value of Solar Energy: | - |

### Nearest Wind Farm

| | |
|---|---|
| Name: | Blue Mountain Wind Farm |
| Distance: | 54.901 miles |
| Operating Capacity: | - |

### Commodity Pricing

| | |
|---|---|
| Wholesale Market: | NW-index |
| Avg. Energy Price: | - |
| State/Local Incentives: | - |
| Total Value of Wind Energy: | - |

| | |
|---|---|
| Direct Solar Irradiance: | 236 W/m² |
| Solar Irradiance - Topography and Panel Tilt Corrected: | 268 W/m² |

# EV Charging

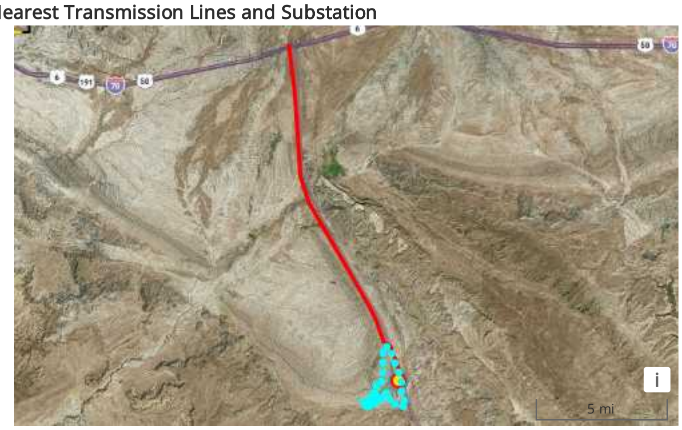
Nearest Major Road and Site Score


### Nearest Major Road

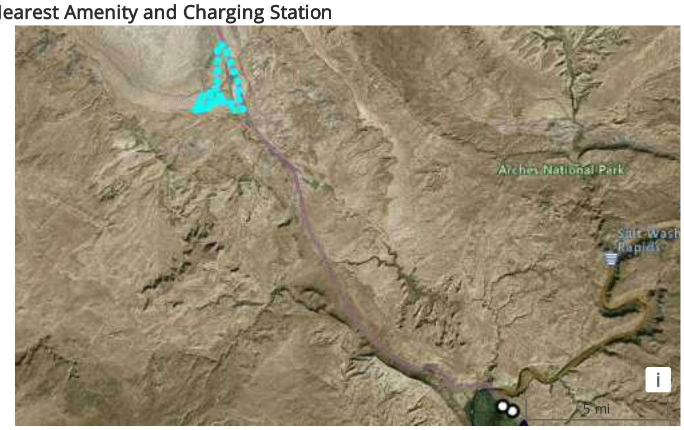
| | |
|---|---|
| Name | U191 |
| Distance | 0 miles |

| | |
|---|---|
| EV Site Score: | 64 |
| EV Corridor Site Score: | 100 |
| EV Exit Ramp Score: | 0 |
| Substation Index Score: | 47.5 |
| Transmission Line Index Score: | 100 |
| EV Charging Station Score: | 85 |
| Tribal and DAC Index Score: | 0 |

Nearest Transmission Lines and Substation




Nearest Amenity and Charging Station




## Nearest Transmission Line

| | |
|---|---|
| Owner: | PACIFICORP |
| Distance: | 0 miles |
| Max Capacity: | 150 MW |
| Available Capacity: | - |

## Site Details

| | |
|---|---|
| Nearest Amenity Name: | - |
| Nearest Amenity Type: | - |
| Nearest Amenity Distance: | - miles |
| Existing Parking Lot Size: | 0 sq ft |
| Paveable Area: | 926.819195 sq ft |
| Avgerage Annual Energy Price: | 98.83 $/MWh |
| Average 30 Day Energy Price: | 0 $/MWh |

## Nearest Substation

| | |
|---|---|
| Substation Name: | CANYONLANDS |
| Distance: | 0 miles |
| Substation Max kV: | 115 kV |
| Substation Min kV: | 69 kV |

## Nearest EV Charging Station

| | |
|---|---|
| EV Network/Owner: | SemaCharge Network |
| Distance: | 13.8 mi |
| EV Level: | Level 2 |
| EV Connectors: | J1772 |
| EV Pricing: | $0.00-$7.50/Hr Variable Parking Fee, $0.75/kWh Energy Fee |

# Carbon


### Tree Carbon and Reforestation Credits

| | |
|---|---|
| Total Parcel Acres (ac): | 960.35 |
| Tree Cover Acres (ac): | 0 |
| Non-Tree Cover Acres (ac): | 960.35 |
| Carbon Credits Offset Est. Current Year (ton/ac/yr): | 0.000 |
| Carbon Credits Offset Est. Current Year (ton/yr): | 0.000 |
| Carbon Credits Est. Current Year ($/ac/yr): | $0 |
| Carbon Credits Est. Current Year ($/yr): | $0.00 |

### Tree Carbon Credits

| | |
|---|---|
| Tree Acres (ac): | 0 |
| Tree Canopy Avg. Height (ft): | |
| Tree Canopy Density (%): | 0 |
| Forest Age (yr): | 125 |
| Mangrove Forest (ton/ac/yr): | 0 |
| Water Precipitation (in/yr): | 7.89 |
| Tree Carbon Offset Est. Current Year (ton/ac/yr): | 0.000 |
| Tree Carbon Offset Est. Current Year (ton/yr): | 0.000 |
| Tree Carbon Credits Est. Current Year ($/ac/yr): | $0.00 |
| Tree Carbon Credits Est. Current Year ($/yr): | $0.00 |

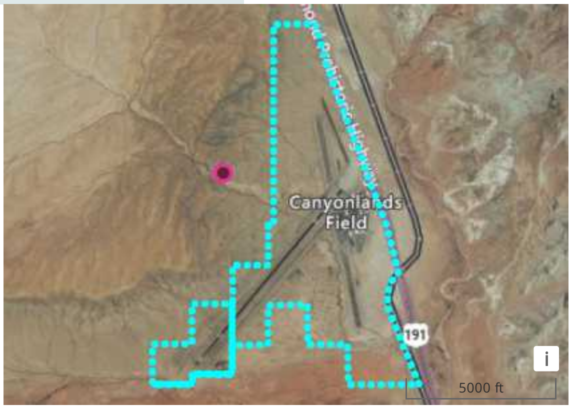
### Soil Carbon Credits

| | |
|---|---|
| Organic Carbon Stocks (ton/ac): | 7.955 |
| Organic Carbon Density (kg/m$^3$): | 108.428 |
| Soil Carbon Offset Est. Current Year (ton/ac/yr): | 0.131 |
| Soil Carbon Offset Est. Current Year (ton/yr): | 126.215 |
| Soil Carbon Credits Est. Current Year ($/ac/yr): | $0.20 |
| Soil Carbon Credits Est. Current Year ($/yr): | $189.32 |

### Reforestation Potential Carbon Credits

| | |
|---|---|
| From Non-Tree Cover Acres (ac): | 960.35 |
| From Tree Cover Acres (ac): | 0 |
| Exclusion Zone for Non-Tree Area only (ac): | 15.44 |
| Potential Area for Reforestation Acres (ac): | 0 |
| Water Precipitation (in/yr): | 7.89 |
| Maximum Tree Canopy Density (%) | 0.00 |
| Reforestation Carbon Offset Est. Current Year (ton/ac/yr): | 0.000 |
| Reforestation Carbon Offset Est. Current Year (ton/yr): | 0.000 |
| Reforestation Carbon Credits Est. Current Year ($/ac/yr): | $0.000 |
| Reforestation Carbon Credits Est. Current Year ($/yr): | $0.00 |

# Oil And Gas




- Producing
- Drilled
- Permitted
- Service
- Abandoned
- Upside
- Surface Hole

- Hydrocarbon Gas Liquid
- Natural Gas Pipelines
- Natural Gas Compressor
- Natural Gas Processing Plants
- CO2 Emitting Facilities

Estimated Oil Gas Value (Lease) $10/acre

Nearby Wells Valuation of 1% Royalty ($70/bbl; $3.8/mcf)

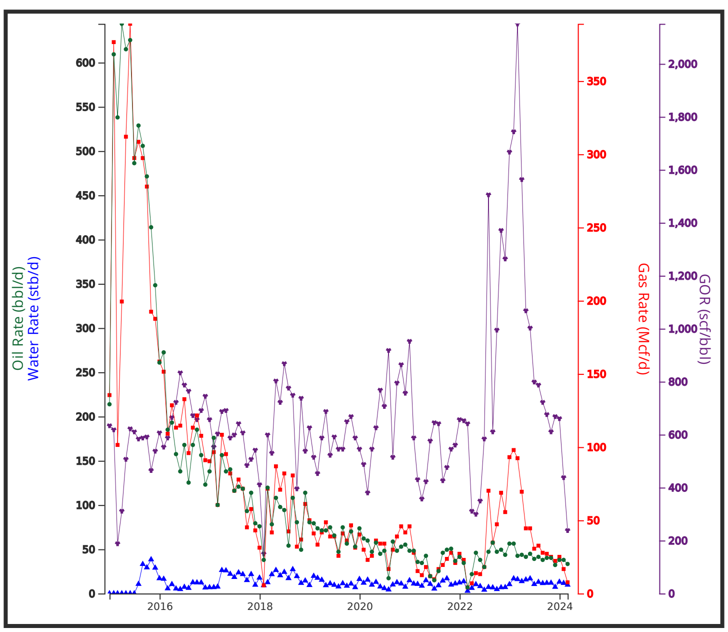
NET VALUE

$27,147

| FROM OIL PRODUCTION | FROM GAS PRODUCTION | FROM NGL PRODUCTION |
|---|---|---|
| $25,990 | $683 | $474 |

Production (Nearby Wells)

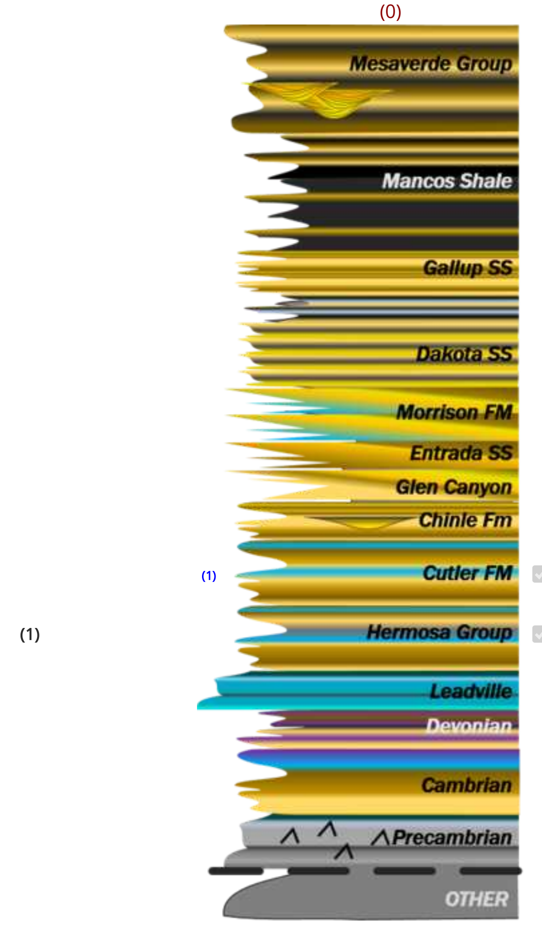
| | |
|---|---|
| First Production Date | 12/31/2014 |
| Last Production Date | 02/29/2024 |
| Oil (cumulative) | 408,677 bbl |
| Gas (cumulative) | 41,041 boe (246,243 Mcf) |
| Water (cumulative) | 40,833 bbl |




Geology (Nearby Wells)

Paradox Basin

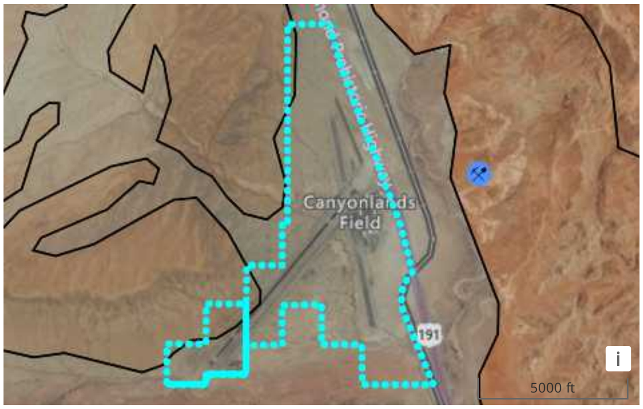
| Horizontal (1) | Vertical Non Commingled (1) | Vertical Commingled (0) |
|---|---|---|




Nearby Wells (2)

| Status | On Property | Label | Operator | Api # | Well Category | Formation | First Production | Permit Date | Drill Date | Plug Date | Abandon Date | Total Oil (bbl) | Total Gas (Mcf) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Producing | No (9.587 mi) | Cane Creek Unit 28-3 | Wesco Operating, Inc | 4301950045 | 1 mile HZ | Hermosa Group | 2014-12-31 | | | | | 408,677 | 246,243 |
| Abandoned | No (0.318 mi) | Strat St 1 | TriBar Resources, LLC | 4301910361 | Vertical | Cutler Fm | 1954-06-30 | | | | 1954-06-04 | | |

# Mining




## Nearest Mining Location

| | |
|---|---|
| Associated Claim/Owner Names | |
| Location Type | Construction Materials |
| Distance from Parcel | 0.567 mi |
| Location Name | Klondike Limestone Deposit |
| Discovery Year | |
| Commodity Type | Non-Metal |
| Resource Size | |
| Main Commodity | Crushed/Broken,Stone |
| Additional Commodity | |
| Operation Type | Unknown |
| County | Grand |
| Rock Formation | |
| Rock Type | |
| Deposit Type | |
| Ore | |
| Orebody Shape | |
| Associated Waste Rock | |
| Geologic Notes | |
| Site Status | Prospect |
| Year First Produced | |
| Year Last Produced | |

**Igneous Intrusive**
- Pegmatite
- Granitic/Granite
- Diorite
- Mafic
- Alkalic

**Igneous Extrusive**
- Mafic Volcanic
- Felsic Volcanic
- Alkalic
- Andesite
- Rhyolite
- Tuff
- Undifferentiated

**Sedimentary**
- Sandstone
- Shale
- Banded Iron
- Carbonate
- Clastic
- Chert
- Conglomerate
- Undifferentiated

**Metamorphic**
- Greenstone
- Amphibolite
- Granofels
- Gneiss
- Schist
- Conglomerate
- Undifferentiated

**Evaporite**
- Gypsum
- Salt
- Anhydrite
- Undifferentiated

**Unconsolidated**
- Alluvium

**Water/Ice**
- Water
- Ice

**Mines**
- Rare Earth Elements
- Precious Metals
- Construction Materials
- Energy
- Industrial
- Critical Minerals
- Unknown

| | Rock Description | Rock Classification | Acres | Percent of Parcels |
|---|---|---|---|---|
| | Eolian deposits | Unconsolidated Alluvium | 906 | 94.4 |
| | Mancos Shale | Sedimentary Shale | 54 | 5.6 |

# Industrial Contamination


## Nearby EPA Superfund Site

**Site Name:** Monticello Mill Tailings (USDOE)

**Distance:** 64.38 miles

**Contaminant:** ARSENIC,SELENIUM,URANIUM,,VANADIUM

**Category:** Soils, Aquifer, Groundwater

**Status:** NPL Site

**LG Risk Score:** *44.5 / 100*
*(The LandGate Risk score takes into account the initial level of contamination as well as the work that has been done to remediate the site, in order to give a better understanding of the risks to development)*

**EPA Region:** 8

**City:** Monticello

**County:** San Juan

**State:** Utah

**Latitude:** 37.863331

**Longitude:** -109.3483

**Date Proposed:** 1989-07-14

**Date Listed:** 1989-11-21

**Date Remediated:** 2004-09-29

**Link:** Monticello Mill Tailings (USDOE)

### Near by Abondoned Wells

| Status | Distance (miles) | Label | Operator | Api # | Well Category | Formation | First Production | Permit Date | Drill Date | Plug Date | Abandon Date | Total Oil (bbl) | Total Gas (Mcf) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Abandoned | 0.32 | Strat St 1 | TriBar Resources, LLC | 4301910361 | V | Cutler Fm | 1954-06-30 | | | | 1954-06-04 | 0 | 0 |

# Gardner Energy | Experienced

Alternative Energy Services
Gardner Energy
Solar Solutions+

**Gardner Energy** is now part of the Campbell Companies legacy. Our family of industry leading service, equipment, and solutions providers include Wheeler Machinery, Monsen Engineering, SITECH, ICM Solutions, Heritage Industries, Diamond Rental, Solutions Financial Services, and now Gardner Energy.

The Utah based Gardner Energy team are masters of the renewable energy industry. As an NABCEP Certified Solar Contractor since 2005 with over three decades in the engineering services space, Gardner Energy sets themselves apart from the competition with unmatched expertise and experience in developing full turn-key renewable energy solutions. This deep expertise comes from specializing in the design, construction, and maintenance of grid-tied and off-grid solar, battery storage, and hydro systems for more than 15 years.

Gardner Energy's satisfied clients range from small residential solar customers to local municipalities, school districts, universities, and government including successful implementation of state, federal, and military projects nationwide. These projects include over 1,000 solar installations totaling 10+ megawatts of solar in Utah alone.

**Our full range of renewable energy services help you create and maintain affordable, reliable, and sustainable energy projects wherever you need them:**

- Feasibility and Concept Studies
- Project Development
- Full Project Design
- Final site design
- Construction and Project Management
- Commissioning
- Operations & Maintenance
- Service for existing renewable energy systems

NABCEP CERTIFIED
PV Installation Professional

**In-depth knowledge of products and technology applications for all hardware brands:**

- Mounting solutions
- Inverters
- Grounding
- Monitoring
- PV modules
- Batteries
- Hydro

**Completed Projects include:**

- DFCM Cal Rampton Complex
- VA Health Systems in Salt Lake City, UT & Montrose, NY
- Hill Air Force Base
- Utah Department of Transportation
- Davis School District
- Cities of Park City, Washington Terrace, Hyrum City, Bluffdale
- Hogle Zoo
- UVU, USU
- San Juan County, Cal Black Airport

***Utah's Leading Design-Build Renewable Energy Company***

**Solar Contractor License:** 6399860-5501
**Elec. License:** 154270-5502

2047 South Painter Lane, Suite A | West Haven, UT 84401 | 801-689-2618 | gardner-energy.com

# Project Portfolio

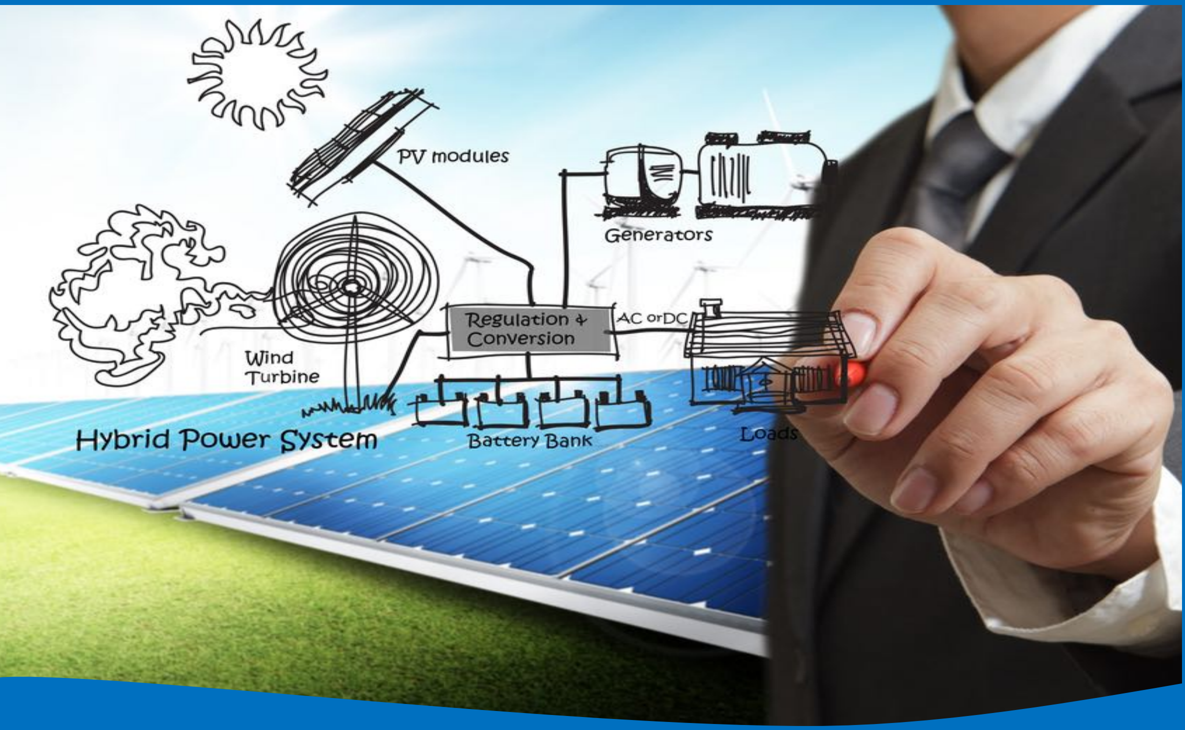
**Gardner Energy | Experienced**

**Past Performance**

Utah's Most Experienced Solar Contractor - Est. 2005



**Utah Solar Contractor - Est. 2005**




PV Concept Studies

Full Project Design

Construction

Operations & Maintenance

Service

Alternative Energy Services
Gardner Energy
Solar Solutions+

Ph. 801-689-2618
Solar Contractor License: 6399860-5501 Elec. License: 154270-5502

2047 Painter Ln.
West Haven, UT 84401

**gardner-energy.com**

# Experience Company Profile – Gardner Energy

## Gardner Energy | Experienced

A Master of the solar industry. Full Turn-key solar solutions contractor having a wide depth of experience, specializing in the design, construction and maintenance of grid-tied and off grid solar electric power systems.

Over 15 years of design-build projects behind us, Gardner offers high quality and affordable solar solutions for residential, commercial, and government consumers.

- ✓ **Over 10+ Megawatts of solar Installations in Utah**
- ✓ **Solar Contractor since 2005 – NABCEP Certified installers**
- ✓ **Over 1,000 Commercial and Residential installations**

NABCEP CERTIFIED
PV Installation Professional

Gardner Energy utilizes our in-house engineering and construction team in providing full turnkey solar solutions. We are proud to offer comprehensive, end-to-end solar electric solutions that include the latest most advanced equipment, expert engineering design, top-quality construction, and support.

We have completed system designs for all types of PV projects including rooftop arrays, solar carports, ground mounts and building intergrade solar, on all types of structures and environmental conditions. We have worked with all types of clients from small residential, local municipal, Schools, State, Federal, and military projects. We have the expertise and experience to implement proper design for the proposed project sites.

Founded in 2005, Gardner Energy is one of the most experienced solar electric providers in Utah and has installed many megawatts of solar photovoltaic systems. Our commitment and passion for high quality solar solutions has earned us an industry leading reputation of one Utah's most trusted design-build contractors. We hope a review of some of our past projects included in this response will assure you of our outstanding design and experience.

## Our Core Values

Integrity is at our foundation. We will always honor our commitments and keep our word. We work with honesty, fairness and will be accountable for our actions.
Quality work will support continued success. We recognize the high standards of our clients and so do our employees. We demand that our projects match the high expectations of our clients. Our quality of work will set us apart in the construction industry.
Value is achieved through our proven ability to complete high quality projects on time and on budget.
Collaboration through listening and communicating as synergetic partner.
Success will be achieved by practicing our values and working as a team with our clients.

# Gardner Energy | Design Services

Gardner Energy has an in-house solar design team with over 30 years of professional experience, in Utah working with many of the local jurisdictions.

- ✓ Utah licensed Professional engineers
- ✓ 30 -years of engineering experience
- ✓ 15 -years of solar specific design experience
- ✓ Carports | Rooftop | Ground mount

Feasibility studies | Project Development | Final site design

Gardner is experienced in system designs for all types of PV projects including rooftop arrays, solar carports, ground mounts and building intergrade solar, on all types of structures and environmental conditions.

We have worked with all types of clients from Small Residential, Local Municipal, Schools, State, Federal, and Military projects. We have the expertise and experience to implement proper design for the proposed project site.

## Gardner Energy | Construction

Experience is key to making any construction project successful. Gardner Energy has past performance of over 1,000 solar installations.

- ✓ Responsive & Experienced project manager and superintendent
- ✓ Highly Experienced workforce (NABCEP)
- ✓ Solar Trade Specific workforce (specialized)
- ✓ Working knowledge of specific solar products
    - Mounting solutions
    - Inverters
    - Grounding
    - Monitoring

Safety – Protection to individuals on and around the jobsite is of utmost importance. Proper safety measures will be taken during construction and managed by our OSHA 30 hour safety manager.

Concept Design

Permitting | Net Meter Construction

Commissioning Operations & Maintenance Service

## Past Performance

### Kay's Creek Elementary | KAYSVILLE, UT

**Project Size:** 275 kW

Project Description:
Scope of Work: Complete design-build
Ballast Roof mount -AET Rayport-B
REC 315W XL – SMA Tripower
Shade Canopy- Solarworld 280W

DSD Davis School District
*LEARNING FIRST !*

## Past Performance

## Environmental Facts

Annual Power Production 431,662 kWh

Estimated CO2 Equivalent Savings 303 ton

### Utah Division of Facilities Constriction & Management (DFCM) | KAYSVILLE, UT
### CALVIN RAMPTON COMPLEX (UDOT)

**Project Size:** 273 kW

Project Description:
Scope of Work: Complete design-build
Metal Roof Mounted - Carport
Panels: SolarWorld 350 – SMA TL

## Past Performance

### Bluffdale City Hall | BLUFFDALE, UT

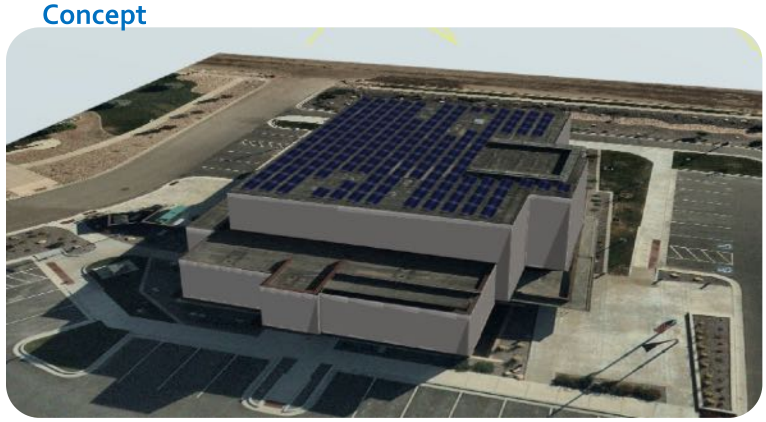
**Project Size:** 64.86 kW

Project Description:
Scope of Work: Complete design-build
Sloped Roof mount -Ballasted Roof Mount RM10
Panel: REC 345 W – Inverter: SolarEdge

## Environmental Facts

Annual Power Production 377,111 kWh

**Concept**



**Completion**

## Past Performance

### Bluffdale Fire Station 91 | BLUFFDALE, UT

**Project Size:** 66.24 kW

Project Description:
Scope of Work: Complete design-build
Sloped Roof mount -Flush Roof Mount SNR
Panel: REC 345 W – Inverter: SolarEdge

## Environmental Facts

Annual Power Production 197,100 kWh - 45% off set

Past Performance

## Environmental Facts

Annual Power Production 91,720 kWh - 87% off set

### Wadman Corporation | OGDEN, UT

**Project Size:** 172 kW

Project Description:
Scope of Work: Complete design-build
Sloped Roof mount -SnapNrack metal flush mount
Panel: REC 345 W – Inverter: SolarEdge

WADMAN
CORPORATION

Alternative Energy Services
Gardner Energy

## Past Performance

## Environmental Facts

Annual Power Production 239,999 kWh

### Ogden Rescue Mission | OGDEN, UT

**Project Size:** 45.85 kW

Project Description:
Scope of Work: Complete design-build
Metal Roof Mounted – Rooftop Solar
Panels: (131) REC TP 350 – SolarEdge

# OGDEN RESCUE MISSION

## Past Performance

### Telos U | KAYSVILLE, UT

**Project Size:** 80 kW

Project Description:
Scope of Work: Complete design-build
Ballast Roof mount -AET Rayport-B
REC 315W – SMA TL

## Environmental Facts

Annual Power Production 67,950 kWh

Telos U



## Past Performance

### VA Medical Center | SALT LAKE CITY, UT

**Project Size:** 900 kW

Project Description:
Scope of Work: Design-Build
Ground Mount PV
Self ballast- *Solyndra*
Carport Canopy Structure
Suniva – SMA - Solyndra
(Davis-Bacon Act, Buy American provisions applied)

## Environmental Facts

Annual Power Production 115,493 kWh

Estimated $CO_2$ Equivalent Savings 82 ton

Department of Veterans Affairs

Past Performance

## Environmental Facts

Annual Power Production **1,207,125** kWh

Estimated $CO_2$ Equivalent Savings **918** ton

## VA Medical Center | MONTROSE, NY

**Project Size:** 400 kW

Project Description:

Scope of Work: Design & Project Management

Roof Mounted

Carport Canopy Structures

(Davis-Bacon Act, Buy American provisions applied)

Department of Veterans Affairs

## Past Performance

## Environmental Facts

Annual Power Production 446,700 kWh

Estimated CO2 Equivalent Savings 314 ton

## Summit County Health Department | PARK CITY, UT

**Project Size:** 71 KW

Project Description:
Scope of Work: Complete design-build
Ballast Roof mount -AET Rayport -B
Suniva 270W – Aurora Power One Micro

## Past Performance

### Moab City Hall | MOAB, UT

**Project Size:** 25 kW

Project Description:
Scope of Work: Complete design-build
Sloped Roof mount -SnapNrack flush mount
Panel: SolarWorld 345W – Inverter: SMA TL

## Environmental Facts

Annual Power Production 100,480 kWh

Estimated $CO_2$ Equivalent Savings 70 ton

## Past Performance

### Utah State University – Hillyard Center

**Project Size:** 20.5 KW

Project Description:
Scope of Work: Complete design-build
Ground mount -AET -Rayport-G
SolarWorld 250W – SMA TL

### Environmental Facts

Annual Power Production 40,929 kWh

Estimated $CO_2$ Equivalent Savings 31 ton

## Past Performance

### Hill Air Force Base | LAYTON, UT

**Project Size:** 211 KW

Project Description:
Scope of Work: Complete design-build
Ground mount -UniRac Ground Mount
BP Solar 200w – SMA central

## Environmental Facts

Annual Power Production 33,600 kWh

Estimated $CO_2$ Equivalent Savings 24 ton

## Past Performance

### Weber State University | OGDEN, UT

**Project Size:** 35.5 kW

Project Description:
Scope of Work: Complete design-build
Roof Mounted - Raised System
Panel: Sharp 250W – Inverter: Enphase M215

## Environmental Facts

Annual Power Production 320,907 kWh

Estimated $CO_2$ Equivalent Savings 226 ton

## Past Performance

### Weber State University | OGDEN, UT

**Project Size:** 20.5 kW

Project Description:
Scope of Work: Complete design-build
Roof Mounted - Raised System
Panel: SolarWorld 245W – Inverter: SMA SB

## Environmental Facts

Annual Power Production 53,565 kWh

Estimated CO2 Equivalent Savings 37 ton

## Park City Hall | PARK CITY, UT

**Project Size:** 18.8 kW

Project Description:
Scope of Work: Complete design-build
Custom ballast mounted
Panel: SolarWorld 235W – Inverter: Enphase M190

## Past Performance

Annual Power Production 29,400 kWh

## Hogle Zoo | SALT LAKE CITY, UT

**Project Size:** 54 kW

Project Description:
Scope of Work: Complete design-build
Multiple Project Phases Custom ballast mounted
Panel: SolarWorld & Evergreen – Inverter: SMA

## Past Performance

## Environmental Facts

Annual Power Production 82,500 kWh

## Hyrum City | HYRUM, UT

**Project Size:** 42.3 kW

Project Description:
Scope of Work: Complete design-build
Multiple Project Phases Custom ballast mounted
Panel: SolarWorld 235 – Inverter: SMA Sunny Tower

## Past Performance

## Environmental Facts

Annual Power Production 63,500 kWh

## ~~Utah Valley University UVU Capitol Reef NP | CAPITAL REEF, UT~~

**Project Size:** 14.4 KW | Off-Grid

Project Description:
Scope of Work: Complete design-build
Off- Grid School Campus
Carport Mount – Roof array
Envergreen 200W – Outback Power Flex500

Utah Valley University Capitol Reef Research Facility is located in south-central Utah in the heart of red rock country in the remote Capitol Reef National Park. Miles away from the central power grid, the only option for this place-based learning center and scholarly research facility was to go off the grid.


al Fac

Annual Power Production 17,730 kWh

## San Juan County | CAL BLACK MEMORIAL AIRPORT

**Project Size:** 13.2 kW

Project Description:
Scope of Work: Complete design-build
Ground Mount / Off-Grid  Power System
140-Kyocerea 140 watt off-grid panels
Outback Radian Inverter System
Commercial Grade GNB Battery Bank

San Juan County Cal Black Airport located in south Utah near Lake Powell, is miles away from the central power grid, the airport relies on the solar-battery based power system for all airprot power needs.



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Redtail Operating Agrmt

9. **AIRSPACE OPERATIONS:**

9.1. Operator shall comply with approach and departure procedures at all times.

9.2. Operator shall use proper flight procedures.

**10. SELF FUELING:**

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

**11. DRUG-FREE WORKPLACE:**

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

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

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

**12. INSURANCE:** Insurance

12.1. Duty to Maintain and Prove Insurance. Operator shall obtain, carry and maintain insurance in the amounts required by the CNY Minimum Standards and this Section 12 and submit proof of the same to the County as required therein. In the event of conflict of this Section 12 with insurance requirements contained within any separate airport property leases with the County, the terms of the lease shall control.

Redtail

12.2. Minimum Scope and Limits of Insurance

12.2.1. Commercial General Liability Insurance. Operator shall maintain commercial general liability or general aviation/airport liability insurance coverage with a limit of not less than $500,000 per person, $1,000,000 per occurrence, and $2,000,000 aggregate, or the maximum amount commercially available, whichever is higher.

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

12.2.3. Workers' Compensation. Operator shall maintain Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Utah.

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

Redtail Operating Agrmt

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

Insurance

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

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

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

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

**13. ENFORCEMENT:**

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

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

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

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

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

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

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

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

Redtail

13.2. Investigation:

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

13.2.2. Upon initiation of the investigation, and in the event the Airport Director determines that serious safety violations are or may be ongoing, the Airport Director may, in their sole discretion,

| Airport | Lease Template Date | General/ Commercial Liability | Property | Aviation | Auto | Hangar keepers | Pollution | Business Interuption | Workers Comp | COMMENT |
|---|---|---|---|---|---|---|---|---|---|---|
| Flagstaff | 1998 | 10,000,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Taos | 2024 | Unspecified | N/A | Unspecified | Unspecified | Unspecified | N/A | N/A | N/A | |
| Cortez | Unknown | 1,000,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| St. George | 2022 | N/A | eq. to undepreciated cost of full replacement | 1,000,000 | 500,000 | N/A | Unspecified | Unspecified | N/A | |
| *St. George COI* | *2021* | *5,000,000* | *N/A* | *N/A* | *N/A* | *2,000,000* | *N/A* | *N/A* | *N/A* | *This may reflect Insuree's preferences* |
| Hurricane | 2022 | N/A | eq. to undepreciated cost of full replacement | 1,000,000 | 500,000 | N/A | Unspecified | Unspecified | N/A | |
| Logan | Unknown | N/A | eq. to undepreciated cost of full replacement | 2,000,000 | 500,000 | N/A | Unspecified | Unspecified | N/A | |
| Minot | Unknown | 1,000,000 | N/A | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | N/A | As required by state law | |
| Durango (for FBO) | 2009 | 1,000,000 | N/A | Unspecified | 1,000,000 | N/A | N/A | N/A | 500,000 | |
| San Angelo | Unknown | 2,000,000 | N/A | 2,000,000 | 1,000,000 | N/A | 1,000,000 | N/A | 500,000 | |
| Truckee | | | | | | | | | | |
| Spanish Fork | Unknown | 2,000,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Loveland, CO | Unknown | N/A | full replacement | N/A | N/A | N/A | N/A | N/A | N/A | |
| Ogden | 2023 | 1,000,000 | N/A | 1,000,000 | 500,000 | N/A | Unspecified | Unspecified | N/A | |

CNY AIRPORT LEASE TEMPLATE * Insurance Section 21.

11. IMPROVEMENTS

"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.

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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, and for the full period 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, and, where indicated, Subtenants, shall obtain and keep in force applicable insurance coverage as follows:

   i. **Builder's Risk Liability Insurance:**

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

~~c.~~d. After Tenant has received a Certificate of Occupancy, and prior to the commencement of 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 or 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. **Aviation Liability: For all the based aircraft in the hangar.**

      1. $500,000 per occurrence;

   iii. **Automobile Liability Insurance:** For bodily injury and property damage for Tenant's and Subtenants' owned, non-owned and hired vehicles used airside.

1. For Commercial enterprises: $1,000,000 per occurrence with no limits;

~~1.~~2. For Non-Commercial enterprises and subleasing enterprises: $300,000 per occurrence with no limits;

iv. **In the event that Tenant subleases hangar space to other individuals or entities, ~~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;

**In place of Hangar Keepers Liability insurance, Tenant may show proof in their Liability COI of a waiver of subrogation by their insurance company toward Grand County, when Grand County is a not a party to an occurrence that is subject to possible liability.**

v. **If Tenant will have employees, 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~~;

vi. **If applicable due to the presence of hazardous substances, Pollution Liability for Commercial Operators:**

1. $1,000,000 for each occurrence; and

vii. **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.~~e. 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.

f. Each insurance policy must:

i. include Grand County as an additional insured. [for private hangars (Rydman): provided, however, that if Tenant cannot add County as an additional insured to its personal vehicle policy, and provides County with proof of the same, Tenant shall not be in violation of this Lease. C. Sloan insertion]

ii. have a stated waiver of subrogation clause with regard to the County. [FYI Insurance companies charge an additional fee for this.]

~~e.~~g. 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 (for Builder's Risk Liability) or prior to use of the Leased Premises for aeronautical activities (for all other types of insurance listed here), 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.

~~f.~~ 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.

~~g.~~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.

~~h.~~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.

# CANYONLANDS REGIONAL AIRPORT

# MINIMUM STANDARDS
# for
# Aeronautical Activities

## RECORD OF CHANGES

| Date | Nature of the Change |
|---|---|
| 9/11/2020 | Original DRAFT |
| 10/2/2020 | Bill Hawley edits |
| 10/4/2020 | Andy Solsvig Comments |
| 11/2/20 | Review comments with Attorney |
| 12/28/20 | County Attorney and Airport Director Review |
| 1/5/21 | County Attorney and Airport Director final review |
| 1/6/21 | Final Formatting and minor changes. Final for Approval. |
| 1/3/2023 | Multiple substantive changes, approved by the Airport Board and County Commission, and removal of Appendix B - Sample Lease |
| 10/4/2024 | Changes to minimum hangar/lot size, clarify procedure for hangar sales, add Airport advertising policy, add Insurance requirements, edits to Section 7: Action Upon Application |
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**Minimum Standards**
**for Aeronautical Activities**
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# INTRODUCTION

The Canyonlands Regional Airport (the “Airport” or “CNY”) is the primary commercial and general aviation air transportation facility for the Southeastern region of the state of Utah. The Airport is owned and managed by Grand County (the “County”), located approximately 16 miles north of Moab, UT and does not have any jurisdiction or regulatory authority on adjacent public land or within the airspace of the United States of America. CNY is an economic driver to the local communities, Grand County, and the region.

Grand County, with input from Airport Management, the Grand County Airport Board, and Airport Tenants and Users, developed and adopted these Minimum Standards (the “Standards”) to protect the best interests of the public and promote CNY in a reasonable manner by requiring a minimum level and quality of products, services and facilities required of aeronautical activities at the Canyonlands Regional Airport. These Standards are designed to provide reasonable opportunity, without unjust discrimination, for the non-exclusive conduct of aeronautical activities at the airport.

The County reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed aeronautical activities or to protect or improve the Airport or the quality of service provided to the public. These Minimum Standards are hereby incorporated into each lease agreement that the Airport enters.

It should be emphasized that this document specifies the Standards that must be met to conduct aeronautical activities at the Airport. Applicants, Users, and Operators are encouraged to exceed these minimums whenever possible.

# 1. DEFINITIONS

1.1. **ACM (Airport Certification Manual)** – The manual certified by the FAA to comply with Part 139 requirements.

1.2. **Aeronautical Activity** – Any activity conducted on Airport property which involves or makes possible the operation of aircraft or which contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aircraft deicing, aircraft ground handling, aircraft management, aerial application, aircraft sales, aircraft manufacturing/restoration, sale of aviation petroleum products, baggage handling, repair and maintenance of aircraft and sale of aircraft parts.

1.3. **Aircraft** – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra-lights, gliders, powered parachutes, etc.

1.4. **Airport ("Airport" or "CNY")** – The property allocated for the operation of Canyonlands Regional Airport (CNY) located on Grand County property in the State of Utah, as depicted on the current Airport Layout Plan.

1.5. **Airport Board** – The County Airport Board, a volunteer advisory board to the County Commission.

1.6. **Airport Layout Plan** – The current approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage from each identifiable segment as approved by the Federal Aviation Administration and the County.

1.7. **Airport Policies** - These policies and procedures adopted by Grand County as minimum requirements to be met as a condition for the right to conduct Aeronautical Activities on the Airport.

1.8. **Airport Users** – Users of Airport facilities, including but not limited to commercial operators, individual pilots, aircraft owners, hangar owners, tenants, tie-down renters and any other users that operate or visit the airport. Airport users do not include the general public and customers of commercial operators.

1.9. **Airside** – The airside portion of the Airport are the areas inside the perimeter fence without any man-made barrier between areas where aircraft take-off, land, taxi, and park. Areas inside the perimeter fence are considered airside.

1.10. **ALP/AMP (Airport Layout Plan / Airport Master Plan)** – The scaled dimensional layout of the entire Airport property indicating current and proposed usage for each identifiable segment as approved by the FAA.

1.11. **AMA (Airport Movement Area)** – Areas of the Airport where aircraft transition from flight to the ground and move to and from aprons, including runways, taxiways, and taxi-lanes.

1.12. **ARFF (Aircraft Rescue & Firefighting)** – A firefighter employed by Grand County and certified by the FAA for response to aviation related accidents at the airport. According to FAA Title 14 Part 139, ARFF personnel are only required to be available during periods of scheduled commercial flights.

1.13. **ASP (Airport Security Program)** – The security program established for CNY following 49 CFR 1542 – Airport Security and approved by the Transportation Security Administration (TSA).

1.14. **Base Rate** - The established rate at the time an Agreement is made and entered into in accordance with the County approved Fee Schedule for Airport Rates, Fees & Charges.

1.15. **Commercial Aeronautical Activity** – Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished. Commercial Aeronautical Activities which shall be subject to these Standards include, but are not limited to, the following aeronautical and ground transportation activities: aircraft sales, aircraft manufacturing/restoration, airframe or powerplant repair, aircraft rental, flight training, air taxi/charter, aircraft deicing, aircraft ground handling, aircraft management, fractional aircraft programs, avionics, instrument or propeller service, commercial flight services, car rental or baggage handling.

1.16. **Commercial Fueling** - The act of selling fuel and services for a fee to Operators.

1.17. **County** – Grand County, a political subdivision of the State of Utah.

1.18. **County Commission** – The legislative body for Grand County.

1.19. **CTAF (Common Traffic Advisory Frequency)** – The frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area. The CTAF frequency is 122.800.

1.20. **Customer** - Any individual or organization conducting business at the airport.

1.21. **Director** – The Airport Director or their designee of the Canyonlands Regional Airport as selected by Grand County and is tasked with the authority to enforce these Minimum Standards.

1.22. **Drop Zone** – The area designated on the ALP/AMP for parachute and landing operations.

1.23. **Enplanement** – An individual person paying for a departure from the airport to a destination away from the airport.The act or process of boarding an aircraft.

1.24. **Entity** – A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

1.25. **FAA (Federal Aviation Administration)** – A division of the United States Department of Transportation that regulates aircraft and airspace.

1.26. **FAR (Federal Aviation Regulations)** – Rules prescribed by the FAA governing all aviation activities in the United States which can be found in the Code of Federal Regulations (CFR).

1.27. **FBO (Fixed Base Operator)** – An organization granted the right by an airport to operate and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.

1.28. **Flying Club** – Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal Entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

1.29. **FOD (Foreign Object Debris)** – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.

1.30. **Full-Service Operator** – A Full-Service Operator (FSO) is any Entity who shall have entered into a written agreement with the Grand County to provide on the Airport and serve the public with Full-Service commercial aeronautical activities including the sale of fuel and other petroleum products, aircraft towing and storage, tie-down services, baggage handling, deicing, aircraft meeting/greeting, aircraft maintenance, aircraft charter, flight training and aircraft rental, and other specialized aircraft services.

1.31. **GPU (Ground Power Unit)** – Equipment that provides electrical power to an aircraft when the aircraft is shut down in order to operate auxiliary onboard equipment.

1.32. **Improvements** - The action of improving the grounds or infrastructure through means of investment.

1.33. **Into-plane fueling** – The process of providing fuel transfer services to an airline.

1.34. **Landside** – Area within the boundaries of the Airport property but on the outside of the perimeter fence.

1.35. **Lease Agreement ("Agreement")** - A contract ("Agreement") between a lessor which is the owner (the "County") of the property and the lessee which is the renter (the "Tenant") of the property and holds the lease to use the property for a period of time. The Agreement does not provide ownership rights to the Tenant; however, the County may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the Tenant. During the lease period, the Tenant is responsible for the condition of the property.

1.36. **Leased Premises ("Premises")** - Means, collectively, the land, the improvements and the equipment, together with any and all other property and interest in property conveyed to the County pursuant to the deeds, bills of sale, land transfer patent or other documents executed in connection with the purchase of the land, the improvements and the equipment by the County.

1.37. **Minimum Standards ("Standards")** – Those qualifications established by Grand County as the minimum requirements to be met as a condition for the right to conduct commercial Aeronautical Activities or business on the Airport.

1.38. **Multiple Service Operator (MSO)** – An entity that has entered into a written agreement with the County to provide on the Airport and serve the public with multiple Commercial Aeronautical Activities. Multiple Service Operators may choose to work under the partnership of a Full-Service Operator (FSO). MSO is not an entry level service operator and should have experience in their field of business. Any combination of the following services can be provided by an MSO (the sales of fuel is not included with an MSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, aircraft manufacturing/restoration, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), and Commercial Aircraft Storage

1.39. **NFPA** - National Fire Protection Association

1.40. **No Drop Zone** – All other areas of the Airport not expressly included within the boundaries of the Drop Zone.

1.41. **Non-Aeronautical Activity** – Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.

1.42. **Non-Commercial Aeronautical Activity** – Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.

1.43. **Non-Movement Area** – Areas which are not regulated and in which movement may occur without communication or clearance with the Control Tower (if applicable), including with limitation to taxi lanes, helipads and parking aprons.

1.44. **Operation** – The act of an aircraft landing at or taking off from an airport.

1.45. **Operator** – An individual, firm, partnership, corporation, person, association or company and includes trustee, receiver, assignee or similar representative thereof desiring to engage in an aeronautical commercial activity and including Single Service Operators, Multi-Service Operators, and Full Service Operators.

1.46. **Parachute Operation** – The performance of all activity for the purpose of, or in support of, a parachute jumping or a parachute drop. Parachute operations may involve, but is not limited to, the following: parachutist; parachutist in command; passenger in tandem parachute operations; drop zone owner or operator; jump master; certificated parachute rigger; or pilot.

1.47. **Rules and Regulations** – Rules as may be promulgated and adopted from time to time by Grand County to protect the public health, safety, interest and welfare of the Canyonlands Regional Airport.

1.48. **Single Service Operator (SSO)** – A Single Service Operator (SSO) is any Entity having entered into a written agreement with the County to provide services with a single Commercial Aeronautical Activity. SSO's may choose to work under the partnership of a Full-Service Operator (FSO). Any one of the following services can be provided by a SSO (the sales of fuel is not included with an SSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), aircraft manufacturing/restoration, Air Cargo Operations and Handling, and Commercial Aircraft Storage.

1.49. **Self-Fueling** – The fueling of an aircraft, by the aircraft owner or his/her employee, with the owner's fuel, as specifically approved by the Grand County, using resources supplied by the aircraft owner.

1.50. **Self Service Fueling** – The fueling of an aircraft by the pilot using commercial fuel pumps installed for that purpose. The fueling facility may or may not be attended by the vendor.

1.51. **Tenant** - An individual, partnership, corporation or other business entity, and its agents, employees, representatives, and subtenants which occupies or controls all or part of Airport areas, buildings or other facilities which they lease from the Airport.

1.52. **Tenant Improvements** - Any buildings; structures; interior walls and ceilings; electrical, mechanical, or plumbing additions; built-in cabinetry; flooring; landscaping, and/or any other enhancement made and affixed to the Premises by the Tenant, including a hangar.

1.53. **TSA (Transportation Security Administration)** – An agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.

## 2. GENERAL

2.1. No Entity or Operator shall engage in any commercial aeronautical activity or business of any nature whatsoever on the Airport property, except with the prior written approval of the County through an established Agreement.

2.2. Such County Agreement is issued through either a signed lease Agreement if land and/or spaces are leased, an Operating Agreement, or other written Agreement as defined within these Standards or if the activity will be operating under a sublease from an existing Airport Operator or Entity.

2.3. No Entity or Operator shall engage in any non-aeronautical activity except those who have met the conditions set by the FAA and pay the Airport fair market value for the use of the property devoted to that non-aeronautical activity.

2.4. Nothing in this Section shall be deemed to apply to Customers of Entities or Operators engaging in commercial activity at the airport.

2.5. Employees and Tenants shall review and understand the Airport Rules and Regulations.

2.6. Insurance shall be carried meeting or exceeding the minimum recommendations of the service per the County insurance requirements.

2.6.1. Each policy shall name Grand County as an additional insured.

2.7. All Entities and Operators shall be in possession of all requisite Federal and State licenses for the conduct of its Operation.

2.8. All Users designated to drive on the Air Operations Area (AOA) and in the vicinity of aircraft shall receive Airport approved annual driver training per the Airport

Certification Manual or be escorted by a trained authorized representative.

2.9. All Users desiring land or space on Airport property may negotiate for the applicable lease Premises for the purpose of the operation. Such Premises shall be able to accommodate buildings, aircraft, equipment, parking, office furniture, or other needs necessary.

2.10. In the event these Standards, as they now exist or are hereafter amended, conflict with applicable FAR's, the latter shall control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court or competent jurisdiction, the invalidity of such clauses, sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

2.11. Some Standards do not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation 14 CFR Part 121 or to military operations.

2.12. All activities at CNY are subject to and must comply with all existing and future applicable laws, ordinances, Rules and Regulations of the Airport, the County, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

2.13.

## 3. MINIMUM STANDARDS

3.1. **SINGLE SERVICE OPERATOR ("SSO") -** Single Service Operators must meet the following Minimum Standards and requirements according to the service(s) provided:

3.1.1. **Airframe or Powerplant/Specialized Services** – An SSO desiring to engage in airframe or powerplant repair service or specialized aircraft services must provide as a minimum the following services and facilities based on a lease with the Grand County or a sub-lease with a Full-Service Provider:

3.1.1.1. **Building:** An SSO shall construct, lease, or sublease a building or structure with sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.

3.1.1.2. **Personnel:** An SSO shall employ, and have on-duty during the normal business hours, licensed and trained personnel required to meet the Standards set forth in this category of services. In the Operator's absence, they shall maintain during all business hours an Operator in Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.

3.1.1.3. **Hours of Operation:** An SSO shall provide adequate services to best serve the public. The hours of operation shall be conspicuously posted.

3.1.1.4. **Performance of Services:** The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

3.1.1.5. **Equipment:** An SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.

3.1.2. **Flight Instruction/Aircraft Rental** – Means an SSO is engaged in dual instruction of pilots through the means of aircraft (fixed wing and/or rotary wing) and/or ground training. Aircraft rental is the act of renting aircraft to the general public.

3.1.2.1. **Building/Facilities:** An SSO shall construct, lease or sublease office space to include a classroom for training activities, restroom facilities, customer lounge, and study areas, all properly lighted and heated to support the operation and adjacent to an aircraft parking apron.

3.1.2.1.1. The facility must also provide adequate car parking sufficient to accommodate all activities and operations with access available to the general public.

3.1.2.1.2. Hangar or tie-down space adequate for the storage of aircraft or maintenance may be constructed, leased or sub-leased.

3.1.2.2. **Personnel:** An SSO shall provide at least one FAA certified flight instructor to cover the type of training offered to enable students to pass the FAA written examination for at least a private pilot's license. The flight instructor should meet the requirements in 3.1.3.

3.1.2.3. **Hours of Operation:** Flight instruction may be conducted on a full-time or a part-time basis. Times available are at the discretion of the instructor.

3.1.2.4. **Performance of Services:** Operators shall engage in dual flight instruction for fixed wing and/or rotary wing aircraft. The Operator shall also provide the adequate ground instruction needed to meet all FAA requirements for the desired rating.

3.1.2.5. **Equipment:** Operators shall have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted.

3.1.3. **Independent Flight Instructors:** An SSO pertaining to an individual(s) desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the FAA, must comply with the applicable provisions of these Standards and the Airport Rules and Regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein:

3.1.3.1. Documents must be furnished with their application:

3.1.3.1.1. Copy of applicable FAA certification documents.

3.1.3.1.2. Evidence of insurance.

3.1.3.2. Selling of Goods: Prohibited from selling or leasing any material goods or services in direct competition with existing Operators on the airport other than those services directly related to the conduct of individual flight training without first establishing a business to see or lease such material goods or services.

3.1.3.3. Equipment: Operators shall have available at least one (1) aircraft capable of providing flight instruction services.

3.1.3.4. Personnel: Operators shall be available to provide flight instruction services under a commercial pilot license.

3.1.3.5. Hours of Operation: Shall provide services based on the customer demand and ability to meet requested or available training hours.

3.1.4. **Air Taxi and Charter Services** – An SSO desiring to engage in the business of providing air transportation to the general public for hire, either on a charter basis or an air taxi basis as defined in the Federal Aviation Act of 1958. The Operator shall provide the minimum:

3.1.4.1. Building: Operators shall construct, lease or sublease customer lounge space and available public restrooms properly lighted and heated for this type of use.

3.1.4.1.1. Hangar space adequate for the storage of aircraft or maintenance may be leased or sub-leased. Note: Commercial Air Carriers are not subject to the minimum square footage requirement.

3.1.4.2. Equipment: Operators shall have available at least one (1) aircraft capable of providing non-scheduled passenger / cargo charter services.

3.1.4.3. Personnel: Operators shall have employed, and on-duty, licensed and trained personnel required to meet the services of the operation. In the Operator’s absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.

3.1.4.4. Hours of Operation: Operators shall provide services in accordance with seasonality and customer demand.

3.1.5. **Specialized Aircraft Services** – An SSO specializing in aircraft services include Avionics, Instrument, Propeller Repair, Paint Shop, or Aircraft Manufacturing/Restoration.

3.1.5.1. Building: Construct, lease or sub-lease a building adequate to provide office space, available public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.

3.1.5.2. Personnel: Operators shall have employed, and on duty during business hours adequate to meet customer demand.

3.1.5.3. Hours of Operation: Shall provide services in accordance with seasonality and customer demand.

3.1.5.4. Performance of Services: The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

3.1.5.5. Equipment: The SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with regulations.

3.1.6. **Air Cargo Operations and Handling** – An SSO desiring to provide air cargo operations is a person or persons, firm or corporation engaged in the transport of cargo or freight, including express packages and mail, using either passenger or all-cargo aircraft. An air cargo carrier is certificated in accordance with FAR Part 121 to provide scheduled air freight, express, and mail transportation over specific routes, as well as the conduct of non-scheduled operations that may include passengers.

3.1.6.1. Access: The Operator (either an air cargo carrier or a ground cargo handler) shall have the right to enter and use the transient ramp.

3.1.6.2. Ramp Space: In order to enter and use the Airport's apron, the Operator (either an air cargo carrier or a ground cargo handler) shall negotiate space suitable for the Operation and enter into an Agreement.

3.1.7. **Airline Ground Handling/Ticket Counter Services:** A SSO desiring to engage in airline ground handling (excluding airline fueling or into plane services) must provide at a minimum the following services, equipment and facilities with a Full-Service Provider:

3.1.7.1. Building: Office/counter lease space in the commercial terminal and arrange for proper storage of equipment through the airline lease space or lease space provided by the County.

3.1.7.2. Personnel: Operator shall have employed, and on duty during the normal required travel and ticket counter hours, trained personnel. In the Operator's absence, they shall maintain during all posted business hours, an Operator In-Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.

3.1.7.3. Hours of Operation: Shall post ticket counter hours and be available during those hours and during flight times to assist customers.

3.1.7.4. Employee Uniforms, Appearance, and Conduct: Operators shall ensure that all employees are neat and presentable to the public. Employees shall have uniforms that allow them to be easily identified by the customer as a service provider. Customers shall be handled in a professional manner under any and all circumstances.

3.1.7.5. Equipment: Shall own the requisite tools and equipment to adequately support the operation which may include: baggage transport equipment, baggage belt, loading bridges, tugs, and aircraft lavatory servicing equipment. The Operator shall demonstrate the capability to efficiently and safely conduct services in compliance with local, state, and federal regulations.

3.1.8. **Aircraft Storage** – An SSO engaged in providing T-hangar or open bay hanger storage facilities for the intent of leasing to other aircraft owners or Users shall provide as a minimum the following services and facilities:

3.1.8.1. Building/Facilities: Lease or a sublease contiguous hangar floor space capable of housing at least three (3) single engine aircraft.

3.1.8.2. Personnel & Hours of Operations: Operators shall have facilities and resources available, if needed, and in accordance with customer needs.

3.1.8.3. Equipment: User or subtenant shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.

3.1.8.4. Contact Information: Provide telephone contact information for the convenience of the customers.

**3.2. MULTIPLE SERVICE OPERATOR ("MSO")**

3.2.1. Multiple Service Operators must meet the same SSO requirements in any particular category while providing multiple services to include:

3.2.1.1. Building: Construct, lease or sublease a building capable of housing offices, lounge area, restrooms and properly heated and lighted for the proposed use.

3.2.1.2. Hour of Operations, Personnel Requirements, and Equipment: Depending on the services provided, Operators shall follow the requirements listed for each category of Single Service Operator.

**3.3. FULL-SERVICE OPERATOR ("FSO")**

3.3.1. In the event that the FSO must contract with a SSO or MSO, a separate agreement shall be in place between that provider and the County.

3.3.2. FSO must meet the SSO and MSO minimum service(s) provided and the following:

**3.3.2.1. Aircraft Maintenance:**

3.3.2.1.1. Proper FAA license or certificate to provide aircraft maintenance.

3.3.2.1.2. Mechanical services and annual inspections for single-engine and twin-engine (turbine / reciprocating) aircraft.

3.3.2.1.3. FSO has the right to refuse mechanical services to an aircraft or powerplant belonging to any entity if there is a determination the appropriate maintenance logs are not in compliance with FAA regulations or for improper work.

**3.3.2.2. Pilot Training:**

3.3.2.2.1. Operators shall provide directly or arrange though an SSO or MSO to have available at all times at least one (1) aircraft capable of providing each of the following services:

3.3.2.2.1.1. Basic pilot training (private license – ground school / VFR certification in a single engine).

3.3.2.2.1.2. IFR / Instrument rating.

**3.3.2.3. Aircraft Rental:**

3.3.2.3.1. Operators shall provide directly or arrange though an SSO or MSO to have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted. Rental Aircraft will be available for rent to general aviation pilots who meet the FSO criteria for renting aircraft.

3.3.2.4. **Commercial Line Services:** Associated aviation line (ramp) services including, but not limited to:

3.3.2.4.1. Aircraft deicing (optional).

3.3.2.4.2. Aircraft preheating / starting (Optional).

3.3.2.4.3. Aircraft towing / parking.

3.3.2.4.4. Pilot supplies.

3.3.2.4.5. Aircraft meeting / greeting.

3.3.2.4.6. Tie down services.

3.3.2.4.7. Aircraft washing.

3.3.2.4.8. Airline ground handling with properly authorized equipment.

3.3.2.4.9. Customer courtesy vehicle.

3.3.2.4.10. Fueling.

3.3.2.5. **Aircraft Hangars, Buildings, Land & Tie-down Services**:

3.3.2.5.1. Operators shall provide space as available for the storage of aircraft visiting or based at the Airport on a first come, first serve basis.

3.3.2.5.2. Building(s) shall be capable of storing at least a medium sized corporate jet.

3.3.2.5.3. Building(s) may include: hangars, shops, offices, classrooms, a pilot's lounge, public restrooms, a flight planning / weather information area and public telephones. Area should be properly heated and lighted for the approved use.

3.3.2.5.4. The public arrival/departure area should be presentable and in good repair to provide a good first impression to individuals and companies visiting.

3.3.2.5.5. Available land on Airport property is required for Full-Service Operations to accommodate buildings, aircraft, equipment, and customer parking.

3.3.2.6. **Additional Services:** Operators shall arrange for, or provide, the following services:

3.3.2.6.1. Avionics Repair.

3.3.2.6.2. Propeller Repair.

3.3.2.6.3. Aircraft Painting.

3.3.2.6.4. Aircraft Engine Rebuilding.

3.3.2.6.5. Ground Power Unit service.

3.3.2.6.6. Aircraft towing and disabled aircraft removal.

3.3.2.6.7. Supply oils and fluids required to serve aeronautical customers.

**3.3.2.7. Marketing and Promotions:**

3.3.2.7.1. Operators may develop and maintain a marketing and promotion program in an effort to market general aviation.

**3.3.2.8. Hours of Operation:**

3.3.2.8.1. Operators shall provide fueling and line services from daylight to dusk and/or to scheduled air carrier flight schedules or agreed upon hours of operation to meet the needs of customers.

3.3.2.8.2. Operators shall have a qualified staff available in accordance with customer needs and for the purpose of providing aircraft maintenance, repair, pilot training, and other services to the general public, with provisions for emergency on-call service for aircraft maintenance during nights, weekends, and holidays, unless otherwise agreed due to operations.

3.3.2.8.3. Emergency call out services will be available 7 days per week, 24 hours per day.

**3.3.2.9. Personnel:**

3.3.2.9.1. Operators shall employ, and have on-duty during operating hours, such numbers and types of trained personnel with proper FAA credentials, certificates, and ratings as applicable to provide adequate and efficient services.

3.3.2.9.2. Operators must demonstrate that procedures have been established to assure that all persons employed, or to be employed, who have unescorted access to any area on the Airport controlled for security reasons, have background checks to extent required by law, or regulation including, as a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee / applicant relating to employment.

3.3.2.9.3. Service staff must complete service training programs.

3.3.2.9.4. Employees shall be neat, clean, and courteous. Operators shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.

3.3.2.9.5. Line service staff will be contactable by phone or radio (CTAF) at all times during normal business hours.

**3.3.3. Commercial Fueling Services:**

3.3.3.1. Minimum of one (1) Aviation Gasoline (AvGas) truck.

3.3.3.2. One (1) Jet-Afuel truck, one of which shall be at least 1,000 gallons.

3.3.3.3. The following services in a quantity and level of quality to meet the needs of the airlines and general aviation:

3.3.3.3.1. Aviation fuel sales for end customer consumption (branded fuel).

3.3.3.3.2. Into-plane Airline Fueling.

**3.3.4. Fuel Farm:**

3.3.4.1. Each Commercial Fueling Operator shall provide and retain ownership of: bulk storage tanks, fuel station, and fueling equipment deemed necessary or desirable by the Operator.

3.3.4.2. Operators shall be responsible for the day-to-day maintenance items for the operating system outside of the actual tank.

3.3.4.3. All fuel will be metered entering the tanks AND metered as it is pumped into the aircraft. The numbers will be reported monthly to Airport Management.

3.3.4.4. Compliance with all fueling regulations is the responsibility of the Operator.

3.3.4.5. All fueling facilities, mobile or fixed, must be in an approved location by the County.

3.3.4.6. There shall be no direct fueling from a common carrier transport truck into a mobile fuel truck or an aircraft on the Airport.

3.3.4.7. Fuel service cannot be denied to anyone for the purpose of airworthy aircraft.

**3.3.5. Calibrated Meters:**

3.3.5.1. Shall install a calibrated metering system at its storage facilities to accurately measure fuel delivered to the Airport.

3.3.5.2. Shall install a calibrated metering system on its fueling vehicles or other delivery devices to accurately measure fuel delivered into the customer's aircraft.

3.3.5.3. Shall maintain the calibrated metering system(s) in compliance with standards promulgated by the State of Utah Department of Weights and Measures.

**3.3.6. Standard Operating Procedures/Spill Prevention Control and Countermeasures:**

3.3.6.1. Commercial Fueling Operators shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." Full-Service Operator's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills (including environmental protection).

3.3.6.2. Operator SOP shall also address: bonding and fire protection; public protection; control of access to the fuel storage facilities; and marking and labeling of fuel storage tanks and refueling vehicles.

3.3.6.3. Operator standard operating procedures shall be submitted to the County no later than 30 days before the Full-Service Operator commences activities at the Airport.

3.3.6.4. Commercial Fueling Operators shall provide the County with a copy of a Spill Prevention Control and Countermeasures Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities.

3.3.6.5. An updated copy of such SPCC Plan shall be filed with the Canyonlands Regional Airport ten (10) days prior to the actual implementation.

3.3.6.6. Operators shall maintain current records on file of quality control inspections of fueling equipment, initial and recurrent training of employees engaged in fueling operations, and fueling vehicle inspections, and shall make such records available to the Federal Aviation Administration and the County for auditing at anytime.

3.3.6.7. Integration of NFPA Regulations

3.3.6.8. Commercial Fueling Operators shall comply with all NFPA Regulations.

**3.3.7. Insurance Coverage:**

3.3.7.1. Fuel Spill Liability Insurance must be obtained as part of insurance covered under the FSO.

**3.3.8. Trash, Waste, and Other Materials:**

3.3.8.1. Provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to, used oil, sump fuel, solvents, solid waste, and comply with all applicable provisions.

## 3.4. PRIVATE FLYING CLUBS

3.4.1. A private flying club ("Club") is a non-profit organization for the express purpose of providing its members with an aircraft for personal use.

3.4.2. Clubs are not required to meet these Standards stipulated for aircraft rental or flight training as long as the membership is not available to the public; provided, however, that Clubs are subject to the Airport Rules and Regulations.

3.4.3. Records: Clubs shall file and keep current with the Airport:

3.4.3.1. A complete membership list and investment (ownership) share held by each member with contact information.

3.4.3.2. Copies of the bylaws, articles of incorporation, operating rules, membership agreements, vested ownership in the club, and the location and address of the Club's registered office. The books and other records of the Club shall be available for review at any reasonable time by the County or other representatives of the governing body.

3.4.3.3. Copies of insurance; number and type of aircraft; and evidence that aircraft are properly certificated.

3.4.3.4. Designee responsible for compliance with these Standards.

3.4.4. Operations:

3.4.4.1. The ownership of the aircraft must be vested in the name of the Club (or owned proportionately by all its members).

3.4.4.2. The property rights of the members of the Club shall be equal and no part of the net earnings of the club may benefit any member in any form (salary, bonuses, etc.).

3.4.4.3. The Club may not derive greater revenue from the use of its aircraft than the amount for the operation, maintenance and replacement of its aircraft.

3.4.4.4. No member of a Club shall receive compensation for services provided for such Club unless such member or owner is authorized to conduct Commercial Aeronautical Activities at the airport.

3.4.4.5. Club aircraft shall not be used by individuals other than members or owners.

3.4.4.6. No member or owner shall use Club aircraft in exchange for compensation.

3.4.4.7. Sharing of flight expenses is permitted subject to the restriction in this section.

3.4.4.8. A Club which repeatedly violates these rules may be terminated.

**3.5. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES**

3.5.1. Other Commercial Aeronautical Activities not specifically addressed in this part are subject to the review and approval by the Airport Director.

3.5.2. These activities may include:

3.5.2.1. Ballooning.

3.5.2.2. Glider Towing.

3.5.2.3. Helicopter.

3.5.2.4. Mechanics.

3.5.2.5. SkyDiving.

3.5.2.6. Ultralights.

3.5.2.7. Commercial Banner Towing.

3.5.3. The following shall be required:

3.5.3.1. Written authorization in the form of a lease or agreement;

3.5.3.2. Evidence of certification and insurance; and

3.5.3.3. Confirmed notification of hours of operation and location for the issuance of Notices to Airmen (NOTAMs).

**3.6. SELF SERVICE FUELING**

3.6.1. All Operators desiring to pump fuel shall first obtain a Fueling Permit.

3.6.2. Fueling Permit Approval:

3.6.2.1. Self-fuel may not be sold, given or traded to other aircraft owners. Co-op (organization of several aircraft owners for the purpose of self-fueling) fueling for the purpose of showing ownership is prohibited. These restrictions do not apply to a FSO.

3.6.2.2. All persons with fueling responsibilities shall be trained in a fueling and fire safety program that is approved by the FAA and Airport Management.

3.6.2.3. Operators shall abide by all local, state, and federal regulations for fueling, fire and environmental protection at all times including the requirements of Sections 3.3.3 through 3.3.5 above.

3.6.3. Fuel Storage: Operators shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel as follows:

3.6.3.1. Operators must have fuel storage located on Airport property in approved fuel tanks or vehicles with proper containment.

3.6.3.2. Fuel tanks and storage vehicles are subject to monthly, quarterly, annual or random inspections by Airport Management.

3.6.3.3. Construction plans for bulk fuel storage or self-service fueling stations must be reviewed and approved by Grand County.

3.6.3.4. All other storage of fuel on the Airport is prohibited unless otherwise approved by the County.

3.6.4. Mobile fuel trucks used for self-fueling:

3.6.4.1. Mobile fuel trucks are prohibited from being used as bulk storage on the Airport unless stored in a designated area with containment capabilities.

3.6.4.2. Due to the hazard of static electricity and fires; fuel cans (metal), for aviation usage, will not be permitted on the Airport.

3.6.4.3. Operators agree to abide by all rules, regulations, policies, and procedures promulgated and adopted by the County and the Airport from time to time, including without limitation, payment of fuel flowage fees applicable to all fuel delivered to the Operator's premises or storage facility.

3.6.4.4. Operators shall indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

3.6.4.5. If a Tenant uses a fueling operator from outside of the airport, the fueling operator must obtain a permit. The Operator may enter the Airport, fuel their aircraft but then the fuel truck must be taken off Airport property immediately after fueling is completed.

3.6.5. Effect on Aircraft Owners

3.6.5.1. This Section 3.6 shall not limit or prohibit aircraft owners from fueling their own aircraft at an approved self-fueling service location or approved source.

## 4. DEVELOPMENT STANDARDS

4.1. **Purpose:** Development standards promote consistent architectural design, site planning and visual appearance of hangars and other structures constructed at the airport. Development standards ensure that hangar development shall be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development shall be designed and constructed in a manner that enhances both existing and future development.

### 4.2. Approval of Construction:

4.2.1. Development on Airport property shall be prohibited unless authorized in a valid lease or other agreement and consistent with these Standards. The User shall first meet with the Director for Site Plan Review pursuant to this Section 4.

4.2.2. The Director shall work with the User to present their potential development to the Airport Board for review and recommendation. Following the recommendation of the Airport Board, the Director and User shall present the proposed development to the County Commission in an open, public meeting. The County Commission has the sole authority to authorize Development.

### 4.3. Development Standards:

4.3.1. Development standards are implemented for use in the design of hangars and other structures built at the Airport. They do not replace local building and fire codes that are implemented by federal, state, and local agencies.

4.3.2. All buildings, vehicle roads and parking areas at the Airport, regardless of their intended use, are considered commercial developments as far as design and building standards. All building locations must be approved by the Airport Director. Items that are shown on the Airport Layout Plan (ALP) are not required to be built (unless required by the FAA or the Airport), they are merely conceptual possibilities approved by the FAA.

4.3.3. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the User to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications.

### 4.4. Site Plan Review / Permits:

4.4.1. Prior to site planning and design, the User shall meet with the Director to discuss the following pre-design requirements:

4.4.1.1. Lease Agreement terms and conditions;

4.4.1.2. Lot location for the proposed development with site plans;

4.4.1.3. Development standards;

4.4.1.4. Construction document requirements; and

4.4.1.5. Building plans.

4.4.2. Upon submission of a complete development application to the Director, the Director shall present the proposed development to the Airport Board within a reasonable time. Upon approval by the Airport Board, the Director shall present the proposed development to the County Commission for approval at its next public meeting, subject to review by the County Attorney.

4.4.3. Survey and Geotechnical Analysis: The County shall assist in the proposed development by coordination with the airport engineers on retainer with the County.

4.4.3.1. Due to the requirements for NEPA compliance and airspace requirements, a survey may be required to identify the explicit location of the structure.

4.4.3.2. Due to the nature and variation of the soils on and around the airport, every development will require geotechnical evaluation of the site, at the cost to the developer.

4.4.4. FAA Review: The User is responsible for submitting a Notice of Proposed Construction form 7460-1 for FAA review regarding height limitation compliance in addition to any other information or documents associated with the proposed development. The Director will aid the User if requested. Form 7460-1 and other permits can take 90 days or more to process and approve. No building permit will be issued until the FAA 7460-1 and any other required FAA documents are approved.

4.4.5. The User is responsible for obtaining all applicable building permits before the start of construction.

4.4.6. Users shall begin construction of their Improvements within one (1) year of the Effective Date of their Lease Agreement and shall not allow their building permit to lapse for any period of time or the Lease Agreement shall be automatically void and of no further force or effect. In the event that the User begins but fails to complete construction of a hangar or other Improvements, the User shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

**4.5. Lease Lines; Proximity to other Buildings:**

4.5.1. The physical dimensions or measurements of the ground lease outer boundary lines shall match the outer walls of the hangar or other building which is built or will be built on the leased land. In other words, the lease lines are the building's footprint. The exception to this is where the hangar is smaller than the 2,000 square foot minimum lot size. (see 4.7.2)

4.5.2. Each hangar or other building to be built must be at least ten feet away from other hangars and other buildings (per Building Code). This standard may be increased if an outside propane tank is proposed beside the structure.

**4.6. Height Restrictions:**

4.6.1. The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under FAR Part 77, as depicted on the FAA-approved Airport Airspace Drawing. All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

**4.7. Hangar Size:**

4.7.1. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft(s). The proposed hangar size, shape, and use must be consistent with the ALP/AMP for the proposed lot or parcel location unless unusual circumstances allow for exception.

4.7.2. ~~Hangars constructed~~Hangar lot sizes at the Airport shall be a minimum of 2,000 square feet, however, the hangar building itself may be smaller than that in size. (see 4.5.1)

- AND/OR -

4.7.3. The minimum ~~hangar~~lot size established in these standards may be reduced or modified where the proposed site does not have adequate width or depth, [comma] or to accommodate a utility easement, [comma] ~~or is a multiple aircraft hangar (such as a T Hangar type)~~. [[ie. 3 separate scenarios where minimum hangar size may be reduced.]]

4.7.4. All hangar projects must be reviewed and approved by the County which may include engineering and planning consultants.

**4.8. Architecture:**

4.8.1. Structures erected at the Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed structure will be reviewed by the Director and/or Airport engineering and planning consultants to determine compatibility with the ALP/AMP.

4.8.2. Construction Materials: Pre-fabricated, pre-engineered or erected structures shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.

4.8.3. Structural Requirements: All structures shall be engineered to meet the current Grand County commercial building code.

4.8.4. Framing: All structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with County approval.

4.8.5. Permits: All construction of structures shall be required to obtain a Commercial Building Permit from Grand County Building Department.

**4.9. Exterior Appearance:**

4.9.1. All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed without prior approval of the County Building Department.

4.9.2. Glazing shall not cause glare or reflections that will interfere with Airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

4.9.3. For any structure or improvement at the Airport, colors used on all exterior surfaces or for other items visible from the exterior shall be limited to earth tone colors that minimize the contrast with the surrounding landscape. Prospective builders shall supply samples of the proposed exterior colors as part of the building approval process.

**4.10. Paved Access:**

4.10.1. The User shall provide paved access from the aircraft door of the hangar to the existing apron, taxi lane or taxiway edge if it exists. The pavement strength and materials shall be designed to current airport engineering and FAA standards. Exceptions may be granted upon review.

**4.11. Setbacks in General:**

4.11.1. Setbacks from object-free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles.

4.11.2. All setbacks shall conform to both local zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes.

4.11.3. Structures will be located outside the established object free areas.

4.11.4. Structures facing a major access taxiway shall have a setback where activities associated within the hangar shall not impede the taxiway object free area or any building restriction line.

**4.12. Stormwater Drainage Systems:**

4.12.1. Stormwater drainage shall be designed to current engineering standards, and comply with the established drainage plan of the Airport.

4.12.2. No storm drainage system shall be allowed under buildings.

4.12.3. All drainage from a structure's roof shall be connected to the Airport storm drainage system and designed so as to not negatively impact County property or other man made structures on the Airport.

4.12.4. The User is responsible for historical natural drainage on their leased area.

**4.13. Signs:**

4.13.1. Signs are permitted in accordance with County ordinance.

4.13.2. All signs must be approved by the Building Inspector and Airport Director.

4.13.3. Exterior lighted signs are prohibited at the Airport.

**4.14. Lighting:**

4.14.1. All lighting shall comply with County Ordinance No. 588 (Dark Skies Ordinance) and local building codes.

**4.15. Landscape:**

4.15.1. All landscaped areas shall comply with County ordinance.

4.15.2. Plant materials that attract birds and other wildlife are not permitted.

4.15.3. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed.

4.15.4. Xeriscape is highly recommended.

4.15.5. The landscape design shall be submitted to and reviewed by the Director and Building Inspector to ensure that all landscaping conforms to existing landscape ordinances and FAA height restrictions.

**4.16. Sidewalks:**

4.16.1. If a structure borders landside airport property, the User is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property unless a sidewalk is already existing.

4.16.2. All areas with doors not adjacent to existing pavement shall be paved up to new or existing pavement.

**4.17. Parking:**

4.17.1. Parking shall be designed in accordance with County ordinance and ADA standards.

4.17.2. Pavement, curb and gutter shall be designed to meet current County and Airport engineering standards. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries.

4.17.3. Owners and visitors may park their vehicles within the hangar or airport provided parking spaces.

4.17.4. For hangars constructed on the Taxi lanes, the parking of vehicles or equipment off the paved surfaces is prohibited.

**4.18. Outdoor Storage:**

4.18.1. Outdoor storage areas, dumpsters, loading/unloading areas, and roof equipment shall be screened with the same architectural style as other structures or as approved upon review. Any outdoor storage area must be included in the lease agreement with the County.

**4.19. Utilities:**

4.19.1. The County provides water and sewage services for all entities; the cost of these utilities may be included in the approved lease agreements. The hangar owner will have to coordinate with the Utah Department of Environmental Quality and the Director for connecting to sewage and water systems since all buildings are considered commercial buildings.

**4.20. Temporary Buildings:**

4.20.1. Temporary buildings such as trailers or containers are subject to approval by the Director and shall:

4.20.1.1. be constructed within a leased boundary;

4.20.1.2. be constructed of materials that have an exterior color that compliments the surrounding landscape and is approved by the Director;

4.20.1.3. be used for construction project purposes; and

4.20.1.4. have a maximum twelve (12) month occupancy period unless extended through written authorization of the Director.

**4.21. Snow Removal:**

4.21.1. The Airport removes snow in the AOA and within ten feet (10') of hangar structures when adjacent to a common-use apron or taxilane.

4.21.2. All snow removal operations are subject to the priorities (I, II, and III) established in the Airport Snow and Ice Control Plan.

4.21.3. Aprons and taxi lanes are the lowest priority (Priority III).

4.21.4. Hangars and structures adjacent to a taxi lane shall be plowed to the edge of the taxi lane.

4.21.5. When time permits, the Airport shall remove snow in other areas.

4.21.6. All other snow removal, including sidewalks, shall be the responsibility of the User.

**4.22. Refuse:**

4.22.1. No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

**4.23. Fencing:**

4.23.1. Security/Wildlife fencing shall be required on all properties that are located on the airport boundary and shall be the responsibility of the User.

4.23.2. Fence construction shall meet Airport Security Plan specifications. Airport Management may request a specific height and type of fencing and/or gates, to include electronic access gates, within reason, for security purposes.

4.23.3. Properties that are located entirely within the airport boundary fence line shall not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the Director and/or when requested to be used for construction or security purposes.

4.23.4. Any development that affects existing fence lines shall receive the advanced approval of the Director prior to the initiation of development so that secured areas are not compromised.

**4.24. Office and Living Quarters in Hangars:**

4.24.1. Users are allowed to install offices, breakrooms, restrooms, and on-duty rest areas in their hangar, which may be used only for aviation purposes on a temporary basis for no more than four (4) consecutive days.

4.24.2. Hangars and any other location on the Airport may NOT be used for residences.

**4.25. Use of Hangars:**

4.25.1. Hangars may not be used for any non-aeronautical business enterprise unless authorized and approved by the County.

4.25.2. Any aeronautical business enterprise using a hangar must have pre-approval of the Airport Board, a contract established through the County Commission, and a valid business license in Grand County as required.

**4.26. Construction Standard:**

4.26.1. All construction must be accomplished in a timely manner and in accordance to lease agreements. The County reserves the right to inspect and reject any phase of the construction.

**4.27. Clean-up and Reclamation:**

4.27.1. The User shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as directed by the Airport Staff.

4.27.2. If clean up and reclamation work is not completed within a reasonable time period after the issuance of a certificate of occupancy, the County shall have the right to complete the work or contract it out at the expense of the User.

~~**4.28. Right of First Refusal:**~~

Commented [TC1]: Moved to Section 5.7 (Lease Policies).

~~4.28.1. If, at any time during the term of a Lease Agreement, a User (aka Tenant) shall, in response to a bona fide offer to purchase all or part of any Tenant Improvement from a third party, desire to sell or otherwise dispose of such interest, they shall notify the County in writing of the contract and provide a copy of said contract. The 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 the County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to the County promptly thereafter at such price and on such terms. If the 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 the Lease.~~

~~4.28.2.~~4.27.3. Notwithstanding Section 4.27.1, Tenant shall provide the required notice no less than sixty (60) days prior to expiration or termination of the Agreement.

~~4.28.3.~~4.27.4. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of the Agreement, such Tenant Improvements shall revert to the County.

## 5. AIRPORT LEASE POLICIES

### 5.1. General:

5.1.1. The County maintains ownership of all of the land at the Airport.

5.1.2. All Airport Users and Tenants shall execute a lease or other written agreement with the County prior to activity or use on Airport property.

5.1.3. Each lease shall include non-exclusive access at all hours for County and Airport staff to allow for Based Aircraft Inventories, FAA-requested searches for missing airplanes, facility inspections for fire and safety considerations or other governmental investigations.

### 5.2. Initial Term:

5.2.1. Limits:

5.2.1.1. County owned terminal building leased space may be approved up to five (5) year Initial Term.

5.2.1.2. Landside Initial Term may be approved up to twenty (20) years.

5.2.1.3. Airside Initial Term may be approved up to thirty (30) years.

### 5.3. Agreement Renewal:

5.3.1. Term extensions may be considered up to four (4) separate five-year (5-year) intervals.

5.3.2. All amendments and extensions shall be subject to the base rate in the current year County Fee Ordinance.

5.3.3. Established terms and extensions shall not exceed fifty (50) years total.

### 5.4. Expiration/Termination:

5.4.1. Prior to expiration or termination of this Agreement, and subject to the County's right of first refusal in all Tenant Improvements, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 1) 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). In the event that 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 the 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.

5.4.2. 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.

5.4.3. 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.

5.4.4. 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.

5.4.5. Nothing herein shall prohibit the County from issuing a solicitation for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent.

**5.5. Lease Rates:**

5.5.1. Base Rate.

5.5.1.1. The Base Rate is recorded in the County Fee Ordinance, identified in the Fee Schedule, adopted by the County each year.

5.5.2. Annual Rate Adjustment.

5.5.2.1. 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").

5.5.2.2. 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 Fee Ordinance.

5.5.3. Rates, Fees & Charges may be established for the following but not limited to:

5.5.3.1. Leases (grounds or facilities).

5.5.3.2. Sales (fuel, advertising, vending, concessions, etc.).

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

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

**5.6. Minimum Insurance Requirements:**

5.6.1. 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.

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

5.6.3. 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.

5.6.4. 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.

~~5.6.4.~~5.6.5. Tenants who enter a ground lease with the Airport to develop a private hangar or to purchase an existing hangar, and their subtenants, shall obtain the following minimum insurance requirements:

[Insert insurance requirements.]

**5.7. Sale of Hangar - Procedures**

5.7.1. **Right of First Refusal**: If, at any time during the term of a Lease Agreement, a User (aka Tenant) shall, in response to a bona fide offer to purchase all or part of any Tenant Improvement from a third party, desire to sell or otherwise dispose of such interest, they shall notify the County in writing of the contract or offer and provide a copy of said contract or offer. The 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 the County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to the County promptly thereafter at such price and on such terms. If the 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 the Lease.

**5.8. Advertising Policies**

~~5.6.5.~~5.8.1. ]Insert policies here]

**6. APPLICATION REQUIREMENTS**

6.1. 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.

6.2. 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).

6.3. 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.

6.4. 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.

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

6.5.1. Financial Statements – A current financial statement prepared or certified by a Certified Public Accountant.

6.5.2. Assets – A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial activity at the Airport.

6.5.3. Credit Report – A current business credit report covering all areas in which the applicant has done business within the last ten years.

6.5.4. References – A list of persons or businesses for which the County has the authorization to contact.

6.5.5. Authorization for Release of Information – A written authorization for the Federal Aviation Administration, all aviation or Aeronautical Commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the County with all information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

**7. ACTION UPON APPLICATION**

7.1. Upon receipt of a complete application to establish an Agreement in order to operate a hangar or conduct business under these Standards, Airport Management will review the application to ensure its completeness and compliance with the requirements.

7.2. COMPLETE APPLICATION: If the application is found to be complete, Airport Management will schedule consideration of the proposed activity at the next regular Airport Board meeting. If the application is incomplete, Airport Management will advise the applicant of the deficiencies in writing.

7.3. CONSIDERATION: The Airport Board will consider the proposed activity, review the recommendation of Airport Management and take public comment. Following this consideration, the Airport Board will recommend approval or denial of the proposed activity to the Grand County Commission, which has the ultimate authority to approve or disapprove any proposed Aeronautical Activity. Grand County Commission consideration of a proposed activity will take place during a regular Grand County Commission meeting.

7.4. REPRESENTATION: The Airport Board recommends the applicant, or a duly appointed representative, be in attendance regarding the proposal and recommendation process in order to explain the operation and answer questions.

7.5. DENIAL CONSIDERATIONS:

7.5.1. In consideration of the application, the Airport Board and/or the Grand County Commission may deny the application based on, but not limited to, one or more of the following terms and shall make written findings:

7.5.1.1. NOT QUALIFIED: The applicant does not meet the qualifications, standards or requirements established by these Standards.

7.5.1.2. SAFETY HAZARDS: The applicant's proposed operation or construction would create a demonstrated safety hazard at the Airport.

7.5.1.3. GRAND COUNTY EXPENDITURE: The approval of the application would require the County to expend funds, labor or materials in connection with the operation or resulting in a financial loss to the County.

7.5.1.4. NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN: The proposed operation, development or construction does not comply with the Airport Layout Plan or Airport Master Plans.

7.5.1.5. CONGESTION: The development or use of the area requested will result in depriving existing Airport Operators of portions of the area in which they are conducting operations; or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.

7.5.1.6. MISREPRESENTATION: Any party applying for or having an interest in the proposed operation or business has supplied the County with false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents.

7.5.1.7. HISTORY OF VIOLATIONS: Any party applying for or having an interest in the proposed operation or business has a record of violating these Standards or any Federal, State, or local Policies and Procedures of any other airport, Grand County, or the Canyonlands Regional Airport.

7.5.1.8. CONVICTION: Any party applying or interested in the proposed operation or business has been convicted of any crime or violation of any County ordinance, or State or Federal law, of such a nature that it indicates to the Airport Board and the County that the applicant would not be a desirable Tenant.

7.5.1.9. DEFAULTED PERFORMANCE: Any party applying for or having an interest in the operation or business has defaulted in the performance of any other lease agreement with another airport or public agency, Grand County, or the Canyonlands Regional Airport.

7.5.2. Upon denial, rejection or revocation, an Airport Customer or Operator, or prospective Airport Customer or Operator, shall cease all operations at the time of notification from the County of such action.

7.5.3. Airport Customers or Operators or prospective Airport Customers or Operators may petition, at their own expense, the Grand County Commission for a public hearing to appeal such a decision.

7.6. BUSINESS LICENSE APPLICATION:

7.6.1. All Operators of businesses at the Airport shall obtain a business license by submitting a business license application with the appropriate form on record at the County Clerk's office with the following supporting documents:

7.6.1.1. Appropriate FAA aircraft and/or pilot's license if required by the FAA.

7.7. AUDIT:

7.7.1. The County reserves the right to audit the operational records of activities of a business for the sole purpose of verifying self-reported operations that are directly related to required fees paid to the County.

7.8. ACCEPTANCE AND APPROVAL:

7.8.1. Upon application acceptance, review and approval the applicant will coordinate with the County to complete the following documents:

7.8.1.1. County Business License

7.8.1.2. Lease Agreement and/or Operating Agreement

**APPENDIX A**

APPLICATION
FOR COMMERCIAL AERONAUTICAL ACTIVITY, BUSINESS, OR HANGAR
ON THE CANYONLANDS REGIONAL AIRPORT

1. Name, mailing address and phone number of applicant(s).

Company Name: ______________________________

Mailing Address: ______________________________

City: ______________________________

State/Zip ______________________________

Phone Number: ______________________________

Email Address: ______________________________

2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.

Type and Structure of the Organization: ______________________________

Name(s) of Officers or Partners: ______________________________

______________________________

3. Individual or business name and mailing address to appear on the lease or agreement.

Name: ______________________________

Address 1: ______________________________

Address 2: ______________________________

City/State/Zip: ______________________________

4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.

❑ Pilot License

___PPL___IR___CPL___ATP___MCP___CFI___ME

- ❑ Aircraft Mechanic License (AMP)
- ❑ Other: Describe Below

______________________________________________________________________

______________________________________________________________________

6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided. Include additional pages if needed.

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

7. A description of the services to be offered and a business plan, including all of the intended services upon completion of the installation of the facility.

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.

Commencement Date:___________Completion Date: ___________

9. A description of the building space to be constructed, including square footages, building types and intended use of each.

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

10. The estimated total cost of construction and improvements. $______________________

*11.* A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan). *(See Attached)*

12. The hours of operations and number of employees.

Hours of Operations:___________________Number of Employees: ___________

13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.

    Number of Aircraft: ___________

    Type(s) of Aircraft: Owned/Leased:

    ______________________________ ________________________

    ______________________________ ________________________

    ______________________________ ________________________

14. Provide an approved copy of the FAA Form 7460-1. Form FAA 7460-1 Notice of Proposed Construction or Alteration is required for all new structures or construction activity. Visit https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186273

**FOR OFFICIAL USE ONLY**

Is the application complete? Yes No (If no, return to applicant)

Does the proposed building meet airport planning and Minimum Standards requirements? Yes No

Application Fee received by County: Amount ___________ Received by ______________________

Additional Information Required: ____________________________________________________________

Airport Director's Recommendation: ______________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

**Canyonlands Regional Airport – Building Development**

**Lot #: _______________** **Lease Start: ___________**

**Contact: _____________** **Sq. Ft: ________________**

This information should be used as a guide to developing a hangar at Canyonlands Regional Airport (CNY). While this document consists of a comprehensive list of tasks associated with the development of a hangar, each project is unique and some may require additional components not listed here.

**DEVELOPING A CONTRACT**

____ Meeting with Airport Staff to discuss a potential project; discussion points will focus on the size, location, and intended use of the structure.

____ Present proposed project to Airport Board for approval to proceed (written letter of intent).

____ Meeting with Airport Management to work out any issues during discussion of the project with the board, and to review costs (i.e. building application, ground lease rates, increase in rates through time, water/sewage/garbage fees, and power).

____ Work with Airport Staff and airport's engineer of record, develop a site plan (building footprint) to make sure that it complies with airport layout plan.

____ Determine what type of utilities will be used, and incorporate needed equipment (i.e. propane tanks or septic).

____ Present proposed ground lease to the Airport Board for County Commission recommendation.

____ Present airport board-recommended ground lease to the County Commission to get a contractual ground lease between hangar owner and airport owner/sponsor (Grand County).

____ Commission Chair's signature on multiple copies of contract.

____ Lessee's signature on contract copies.

____ County Clerk's signature on contracts.

____ Lessee gets one original copy of lease, County vault gets one copy. Airport Staff will keep an electronic and photocopied version of lease on file.

____ Verification of billing through Clerk's office.

**DESIGNING, PLANNING, and CONSTRUCTING PROJECT**

*Note: These steps can begin once the County Commission has voted on approval of the lease (i.e. prior to all signatures getting finalized).*

**FAA:**

____ Work with Airport staff and engineer of record to develop NEPA compliance (e.g. CatEx) and 7460 (airspace compliance).

____ Determine need for possible temporary 7460 for construction equipment.

**UTILITIES:**

____ Determine utility needs of the structure (water, sewage, & garbage: Provided by County; electricity, phone, internet: Set up through utility company).

____ 8-1-1 Blue Stake.

____ If water and sewage required for building, coordinate with Airport and Utah Health Department for required utility hook-ups (Orion Rogers, state point of contact).

____ Coordinate with Airport and Rocky Mountain Power for determining location of power needs, and getting a utility right-of-way.

____ Coordinate phone/internet with provider and Airport staff.

**ACCESS AND DESIGN:**

____ Determine how drainage off of the structure will be handled to avoid other structures and comply with the airport drainage plan.

____ Install taxilane to designed specifications, if needed.

____ Determine access requirements for the hangar; both ramp and vehicle, if applicable. This will also include what, if any, road and/or parking spaces need to be included in design.

____ Determine external lighting requirements.

____ Determine compliance with airport security needs, such as secure doors, permanent fences, or temporary fences.

____ Conduct soil testing and share results with Airport Director.

____ Present building design to Airport and Building department.

____ File all paperwork for obtaining building permit. Note: All buildings, regardless of intended use, must comply with commercial building standards and have the construction work done under a licensed contractor.

____ Develop plan for maintaining a clean worksite to not generate FOD on airport surfaces.

____ Determine plan for removal of ground soil.

____ Review construction plan with Airport Director to verify that construction will not inhibit activities at the airport. If the construction has the potential to inhibit aeronautical activities, develop a plan to safely proceed.

____ Schedule appropriate bathroom facilities for construction crews.

____ Discuss restricted access to building site and what, if any, construction barriers, fences, etc. need to be incorporated.

____ Determine timeline for construction.

**CONSTRUCTION:**

____ All contractors and laborers must be trained by airport staff for 14 CFR 139.329 training.

____ All safety components (parking, barricades, fences, etc) in place prior to initiation.

____ Verify utility hook-ups with Airport staff.

# Canyonlands Regional Airport
# Airport Advertising Policy

This policy provides advertising and signage criteria for the Canyonlands Regional Airport ("Airport"). This policy does not apply to activities of the Airport and its Airport Director, or designee, to inform the public, promote Airport facilities, services, or otherwise market the Airport and Airport Business Park.

Advertising is as an essential part of airport concessions, information, and identity programs; however, any advertisement must also be aesthetically consistent with the Airport's design and architectural standards and not interfere with operational efficiencies and safety. A balance between Airport advertising and other informational systems must be maintained to preserve visual continuity, avoid clutter, and message overload. Advertising, for the purpose of this policy, is defined as the display of paid announcements in any form to promote businesses other than the Airport or the business of Airport tenants on their respective leaseholds.

All signs and other types of advertising on Airport property must be consistent with these guidelines and approved by the Airport Director in writing before installation. Existing signs that do not meet the guidelines in this policy will be removed; however, a sign that has been previously approved by the Airport shall be allowed to remain as is until changed, replaced, or relocated at which time the sign must be modified to conform to this policy.

Airport Management will periodically review the Terminal area and tenant leaseholds for compliance with this policy.

## 1. <u>General Rules</u>

Signs and other advertisements on Airport property must meet the following general rules:

1.1 Advertisements in the terminal public areas are the responsibility of the Airport. Advertisements in leased areas are the responsibility of the tenant but those advertisements must comply with this policy.

1.2 No advertisements may be placed on exterior doors or windows except those approved by the Airport Manager.

1.3 No advertisements may be placed on the roof of any building or on any structure atop a building.

1.4 All advertisements must meet comply with any applicable safety standards.

1.5 Advertisements shall not contain obscene, pornographic or violent material; market tobacco products, hard liquors, or illegal/prohibited substances; contain commentary, advocacy, or promotion of or on social, political, religious, or rhetorical issues; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue.

1.6 Advertisements shall not advertise services in direct competition with the Airport's business objectives and services.

1.7 Advertisements shall not be false, misleading, or deceptive.

1.8 Advertisements shall not contain objectionable or controversial material such that the advertisement would be contrary to community standards or would detract from the mission of the Airport to provide a comfortable, pleasant passenger experience.

1.9 Except as noted above, no advertising of any nature is allowed along roadways, walkways, landscaped areas, or other grounds of the Airport without permission from the Airport Manager.

1.10 Advertisements may not contain flashing messages or be illuminated by strobe or laser lighting.

1.11 Advertising on the exterior of the terminal building or any permanent structure on the Airport property is prohibited.

1.12 The Airport will not provide email/telephone support (e.g., answer questions about products, services, companies, etc.), email/telephone endorsements (e.g., provide a positive review of a product or service or recommend any product or service) or take orders for products or services advertised at the Airport.

1.13 All advertisements must be approved by the Airport Board in writing prior to display.



## 2. <u>Community Promotion Organizations</u>

In the event the airport does not have an advertising agreement in place for the use of a desired advertising space, then the airport may make the space available to community promotion organizations if the content otherwise meets the requirements of this policy. A community promotion organization means an organization which markets business or tourism in the Moab area and would benefit from the exposure provided on Airport premises, including, but not limited to, local chambers of commerce, economic development councils, convention and visitor organizations, local public museums, local non-profit services and the airport.

## 3. <u>Terminal Building</u>

Within the Airport's terminal building, all advertising in public and common use spaces shall be allowed entirely at the discretion of and subject to the judgment of the Airport Director, in accordance with the general rules set forth above. Advertising in spaces exclusively or preferentially leased by tenants shall be restricted to only goods and services offered by the tenant.

All advertisements proposed in the terminal building, no matter where or how placed, are subject to the written consent and approval of the Airport Director prior to installation.

The Airport Director shall have the right to remove and dispose of any sign, brochure, flyer, advertisement, circular, picture, sketch, drawing or other commercial message that violates any of these policies. The Airport Director shall have the right to post or cause to be posted signs, brochures, flyers, advertisements, circulars, pictures, sketches, drawings, or other commercial messages that promote the use of Airport-provided services.

**4. Other Airport Buildings and Structures**

Advertising is not permitted on the exterior of or on the grounds of any other building or structure on Airport property. This policy does not apply to activities of tenant/leaseholders to identify, inform the public, or promote its services or business, or otherwise market their business in accordance with the terms and conditions of their specific lease. Any promotion or identification of a business or tenant of the Airport must comply with any applicable signage ordinance that is in effect or enacted by Grand County.

**5. Digital Advertising**

Digital advertising is available on displays provided in the airport terminal. See Attachment A for locations. Both static images and video ads (no audio) are permitted in the following formats: JPG, JPEG, PNG, GIF, MP4

Agreement is month-to-month with auto renewal until the lessee notifies airport management in writing of termination of services.

Ads may be changed every 3 months

Short-term special event ads are available for up to 14 days at a rate of $60.00

**6. Temporary Advertising Signs**

Temporary signs that may be considered advertising in nature may be used by the Airport tenant contractors during construction periods to identify projects, work sites, contractors and work in process as specified in Airport-approved contract documents.

**7. Terms**

Advertising agreements are month-to-month with auto renewal until the lessee notifies airport management in writing of termination. Short-term special event ads are available for up to 14 days. Fees are established annually by the Grand County Commission and are found in the Grand County Fee schedule.

## 8. Indemnity

Advertisers and their agencies will indemnify and hold harmless Canyonlands Regional Airport and Grand County, its officers and agents, against all expenses and losses resulting from the publication of the contents of the advertisement, including claims for libel, violation of privacy, copyright infringement, or plagiarism.

The Airport's name, logo, and designations, nor testimonials by current Airport employees, may be used in advertisements to endorse non-Airport products or services, unless the Airport has specifically contracted with a particular advertiser to promote or endorse a product or service apart from the purposes of the advertising program.

**Attachment A**
**Airport Terminal**
**Layout**

**Attachment B**

**Canyonlands Regional**
**Airport Advertising Agreement**

**Dated:** ______________ **Airport Agreement No.** ______________________

**Lessor:** **Grand County, Utah**

**Lessee:** ________________________________________________________________

**Street Address:** ________________________________________________________

**Phone:** ______________ **Email:**

**Monthly Rent:** ___________ Payable in advance on the first day of each month.

**Agreement Term Begins:** _____ **Term:** Month-to-month



**<u>LESSEE COVENANTS AND AGREES AS FOLLOWS:</u>**

1. Lessee agrees to pay the monthly rent in advance to the Lessor, payments being due on the 1st day of each month.

2. Lessee agrees to produce, at its own cost, and periodically change the display with the approval of the Lessor in order to maintain a clean and current display and, further, agrees that no obscene or objectionable literature or display materials shall be contained therein in accordance with this Airport Advertising Policy.

3. Lessee further agrees to hold Lessor harmless against loss due to theft or vandalism associated with said display.

4. If the Lessee fails to make the payment before the set date, then the Lessor shall have the right to remove said display and lease the said display area to another Lessee.

5. The Lessee has the option of renewing said lease on an annual basis by either giving written notice of intent within thirty (30) days of termination date, or by making an annual or monthly payment for the next lease period.

**EXECUTED IN THE PRESENCE OF:** **LESSOR: Grand County**

______________________________
**By:**

______________________________
Airport Director

**EXECUTED IN THE PRESENCE OF:** **LESSEE:**

______________________________

**By:** ______________________________

CANYONLANDS REGIONAL
MOAB UTAH

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

# Airport Property Lease and License Agreement
# Table of Contents

# AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this 20th 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 20th day of June, 2023 (hereinafter the "Effective Date") and ending on the 19th 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. <u>Rent.</u> Tenant agrees to pay County during Year 1 of the Initial Term the Base Rate of seven hundred dollars ($700.00) ("Rent") as established in the County Fee Ordinance, calculated as twenty-five cents ($0.25) per square foot (2,800 sq. ft.) per year.
      i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
      ii. If paid annually, Year 1 Rent shall be paid in advance, prorated from the Effective Date through December 31, and all other Rent shall be paid annually on January 2 of each year or within 30 days of invoice by the County.
      iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
   b. <u>Place of Payment.</u> All payments, which must be in the form of a check, due by Tenant to County under this Agreement, shall be remitted to:
      i. **<u>County Clerk, 125 East Center St., Moab, Utah 84532</u>**.

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

d. Rental Adjustments:

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

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

5. HOLDING OVER

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

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

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

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

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

6. EXPIRATION / TERMINATION

   a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion).

   b. If Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to County in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.

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

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

7. COUNTY RIGHT OF FIRST REFUSAL

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

b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than sixty (60) days prior to expiration or termination of this Agreement.

c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

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

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

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

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

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

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

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

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

9. MINIMUM STANDARDS AND RULES AND REGULATIONS

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

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

10. INSPECTION

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

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

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

11. IMPROVEMENTS

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

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

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

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

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

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

12. FINANCING

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

13. TAXES AND LICENSES

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

14. REPAIR AND MAINTENANCE

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

15. SNOW REMOVAL

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

16. ALTERATIONS AND ADDITIONS

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

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

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

17. SIGNS

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

18. FIRE EXTINGUISHERS

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

19. UTILITIES

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

20. INDEMNIFICATION

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

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

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

21. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value. 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. **General Liability / Aviation Liability:** For property damage, bodily injury and personal injury inflicted by or in the operation of the aircraft.

        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 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 wit 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

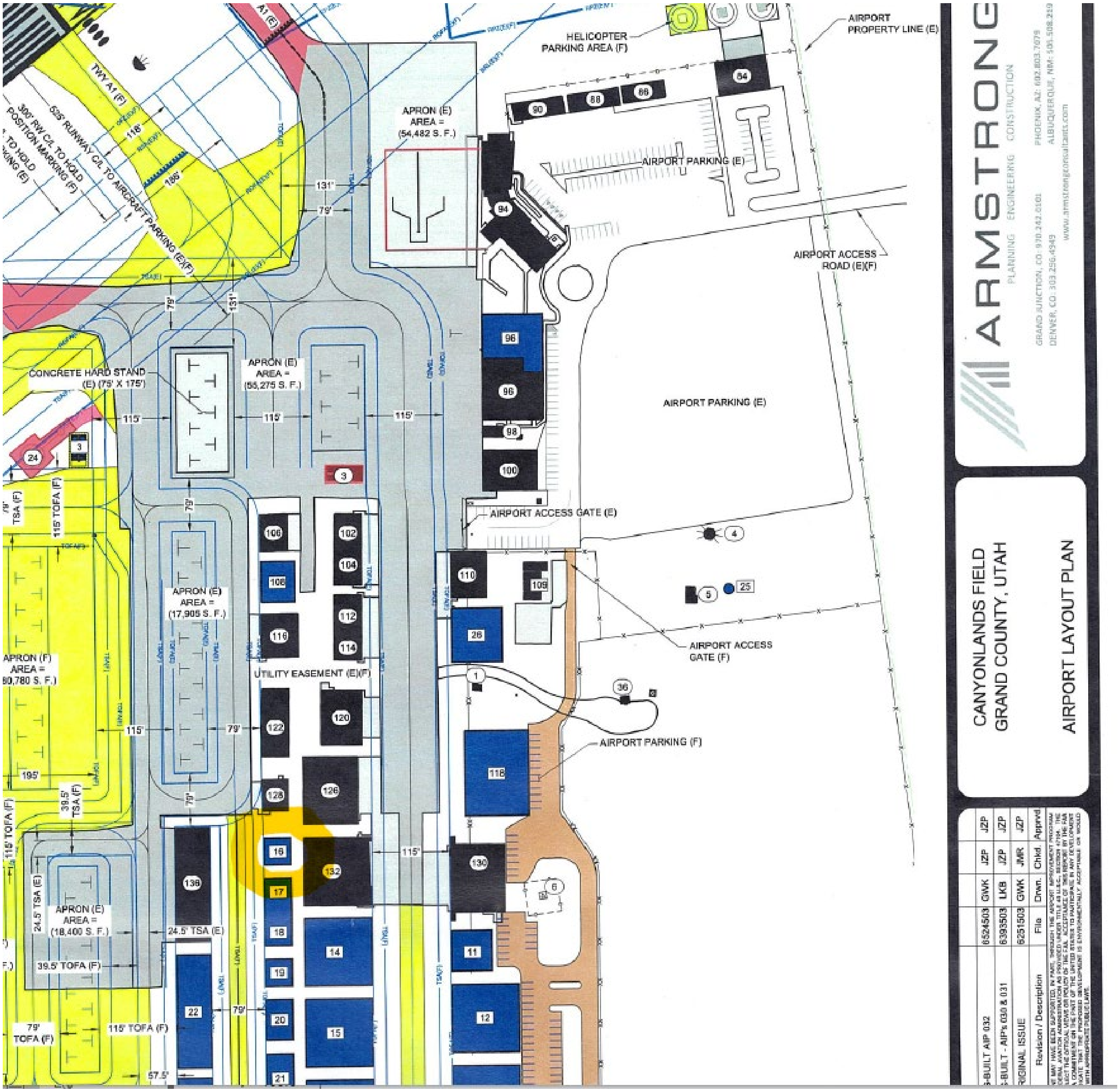
ATTEST: ______________________________________________
Gabriel Woytek, County Clerk DATE

## EXHIBIT A
## PREMISES

Description:

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


Redrock Ballooning
Canyonlands Field Airport
Skydive Moab
Lot 16
191


AIRPORT PROPERTY LINE (E)
HELICOPTER PARKING AREA (F)
APRON (E) AREA = (54,482 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS ROAD (E)(F)
TWY A1 (F)
525' RUNWAY C/L TO AIRCRAFT PARKING (E)(F)
300' RW C/L TO HOLD POSITION MARKING (F)
CONCRETE HARD STAND (E) (75' X 175')
APRON (E) AREA = (55,275 S. F.)
AIRPORT PARKING (E)
AIRPORT ACCESS GATE (E)
APRON (E) AREA = (17,905 S. F.)
APRON (F) AREA = 80,780 S. F.)
UTILITY EASEMENT (E)(F)
AIRPORT ACCESS GATE (F)
AIRPORT PARKING (F)
APRON (E) AREA = (18,400 S. F.)
24.5' TSA (E)
39.5' TOFA (F)
115' TOFA (F)
79' TOFA (F)
ARMSTRONG
CANYONLANDS FIELD
GRAND COUNTY, UTAH
AIRPORT LAYOUT PLAN

# EXHIBIT B
# APPROVED AIRCRAFT

(Additional forms as necessary for number of aircraft)

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

| **TENANT** | **AIRCRAFT** |
|---|---|
| ________________________________<br>Signature | AC NO: N58653____________ |
| ___Nathan Rydman________________<br>Name | MAKE: __Cessna___________ |
| ___160 South 200 East_______________<br>Address | MODEL: ___182 P__________ |
| ___Moab, UT 84532________________<br>City / State / Zip | YEAR: ____1973___________ |
| ___435-259-7691_________________<br>Telephone | (Attach Copy of A/C Registration) |

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

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

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

# EXHIBIT C
# CERTIFICATE OF INSURANCE (COI)

# AIRPORT PROPERTY LEASE BY AND BETWEEN
# GRAND COUNTY UTAH
# CANYONLANDS REGIONAL AIRPORT
# AND
# LB MOAB OWNER, LLC
# (Lion's Back Resort)
# 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. TERM
    a. The term of this Lease shall begin on October 16, 2024 ("Effective Date") and continue for one year until October 15, 2025.
    b. The Airport management may, in its sole discretion, require Tenant to stop advertising and return the Premises to its original condition, at the end of the initial year of tenancy, or upon cancellation or termination of this Lease by either Party.

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 for 2024, 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>Grand 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>
    The annual rent payable under this Agreement shall be adjusted based on the approved annual County Fee Schedule terminal rent rates.

4. EXPIRATION / TERMINATION / CANCELLATION
    a. Either Party may terminate this Agreement by giving written notice to the other Party. Email is acceptable as written notice.
    b. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises.

5. 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.

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. 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.
   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.

14. 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.

15. 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.

16. 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. Delinquent Payments. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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: ______________________________________________________

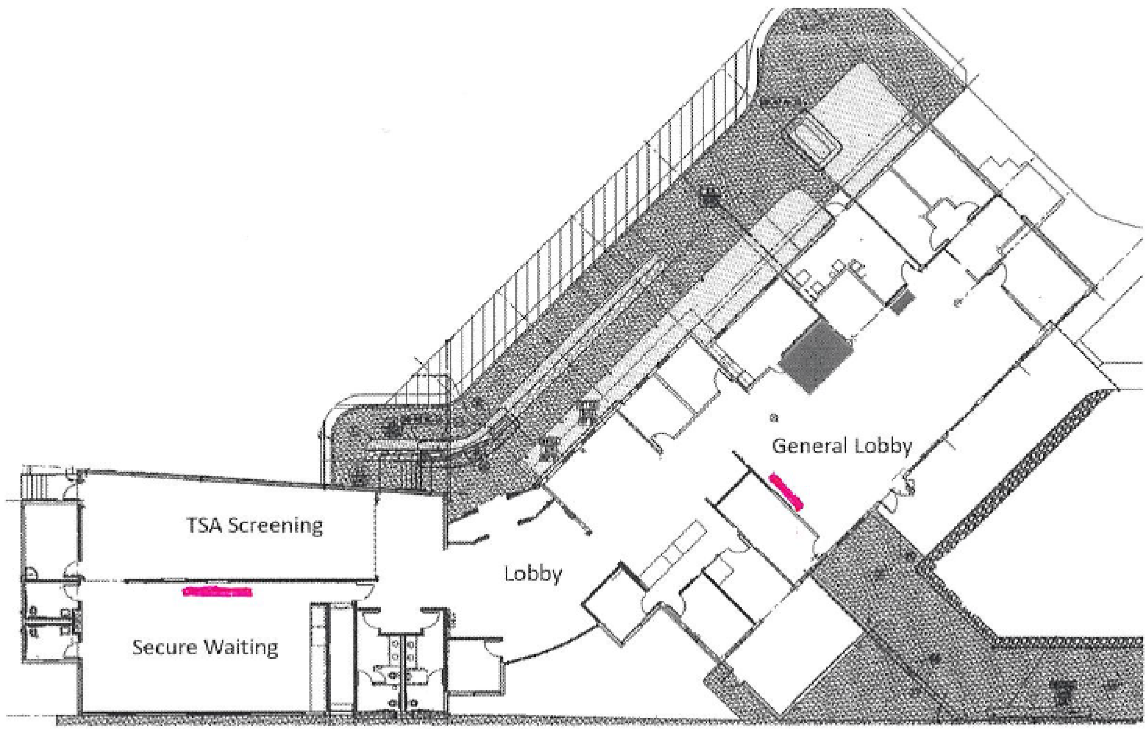
Gabriel Woytek, County Clerk DATE

# EXHIBIT A

# PREMISES

Description:

Wall space for 2 electronic screens, in pink.



# EXHIBIT B

# CERTIFICATES OF INSURANCE (COI)

# EXTENSION

This **EXTENSION** ("Extension"), made this 7th day of May, 2024 ("Effective Date"), by and between **GRAND COUNTY, UTAH** ("County" or "Landlord") and **REDTAIL JET CENTER, LLC** ("Tenant") shall give an extension to a provision in the Lease Agreement that was entered into by the Parties with an effective date of June 20, 2023, as follows:

1. **EXTENSION**. Section 10.g. of the Lease ("Improvements") shall be modified so that Tenant shall have eighteen (18) months from the effective date to begin construction of their Improvements.

2. **FULL FORCE AND EFFECT**. Except as amended and modified herein, the Parties agree that all terms and conditions in the Lease remain in full force and effect.

GRAND COUNTY, UTAH

Jacques Hadler, Chair
Grand County Commission

TENANT, REDTAIL JET CENTER, LLC

James Mabey, President

ATTEST:

Gabriel Woytek

Gabriel Woytek, County Clerk/Auditor

# AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT BY AND BETWEEN

## GRAND COUNTY, UTAH
## CANYONLANDS REGIONAL AIRPORT

## AND

## REDTAIL JET CENTER, LLC

## FOR

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

# Airport Property Lease and License Agreement
# Table of Contents

# AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

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

## RECITALS:

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

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

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

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

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

2. INITIAL TERM
   a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 20th day of June, 2023 (hereinafter the "Effective Date") and ending on the 19th day of June, 2053.
   b. This Term is dependent on the stipulation that if, in the future, the Airport designates a different FBO than Redtail Jet Center, Redtail Jet Center must sell the FBO building to the successor company, and transfer or assign this ground lease to the successor at that time.

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

4. RENT / FEES
   a. Rent. Tenant agrees to pay County the Base Rate of one thousand six hundred twelve dollars & fifty cents ($1,612.50) as established in the County Fee Ordinance, calculated currently as twenty-five cents ($0.25) per square foot (6,450) per year ("Rent").
      i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
      ii. If paid annually, Rent shall be paid on January 2 of each year or within 30 days of invoice by the County.
      iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
   b. Place of Payment. All payments 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.

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

5. HOLDING OVER

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

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

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

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

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

6. EXPIRATION / TERMINATION

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

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

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

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

7. USES AND PRIVILEGES OF TENANT

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

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

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

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

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

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

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

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

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

    iii. Prior arrangement for necessary inspections related to compliance.

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

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

8. MINIMUM STANDARDS AND RULES AND REGULATIONS

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

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

9. INSPECTION

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

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

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

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

10. IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. FINANCING

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

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

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

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

12. TAXES AND LICENSES

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

b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.

c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

13. REPAIR AND MAINTENANCE

a. Tenant shall not permit rubbish, debris, waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.

b. Tenant agrees to maintain the Leased Premises and its Improvements including the hangar and other structures in a way that will reflect positively on the overall appearance of the Airport.

c. <u>County shall not be required to repair or maintain the Leased Premises in any way.</u> Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.

e. Unsightly materials not being used or creating a hazard shall be discarded or removed.

f. Tenant shall be responsible for weed removal on the Premises.

g. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work at the expense of Tenant.

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

14. SNOW REMOVAL

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

15. ALTERATIONS AND ADDITIONS

a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.

b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County.

c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
    i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
    ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

d. All alterations, additions, installations, placement, erections or changes shall be subject to the requirements of Section 10 (Improvements).

16. SIGNS

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

17. FIRE EXTINGUISHERS

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

18. UTILITIES

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

19. INDEMNIFICATION

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

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

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

20. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

f. <u>Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction</u>

of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.

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

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

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

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

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

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

21. DAMAGE OR DESTRUCTION

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

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

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

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

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

22. OBLIGATIONS OF COUNTY

a. Clear Title.

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

b. Operation as a Public Airport.

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

c. Approval of Plans.

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

d. Maintenance of Airport.

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

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

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

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

23. RELOCATION OF PREMISES

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

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

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

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

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

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

24. DEFAULT

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

i. Failure to Pay Rent / Amounts Due.

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

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

ii. Abandonment of Premises.

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

iii. Provides Materially False Information.

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

iv. Bankruptcy or Insolvency.

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

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

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

v. Unapproved or Unauthorized Transfer of Interest.

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

vi. Failure to Comply with Insurance Requirements.

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

vii. Other Agreement Provisions.

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

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

i. Right of Surrender.

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

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

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

c. Damages.

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

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

25. COSTS AND ATTORNEY'S FEES; VENUE

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

26. CANCELLATION BY TENANT

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

27. QUIET ENJOYMENT

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

28. PUBLIC RECORDS

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

29. NON-DISCRIMINATION

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

   i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color gender, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.

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

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

b. Affirmative Action.

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

c. Human Rights Law.

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

d. Enforcement.

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

e. Subordination to Authority Government Commitments.

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

30. RIGHT OF FLIGHT

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

31. NOTICE AND PLACE FOR PAYMENT OF FEES

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

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

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

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

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

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

County Attorney
125 East Center St.
Moab, Utah 84532

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

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

32. COMPLIANCE WITH LAWS

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

33. EVENT OF WAR OR NATIONAL EMERGENCY

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

34. ASSIGNMENT AND SUBLETTING

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

35. AMENDMENTS.

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

36. SEVERABILITY.

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

37. MISCELLANEOUS PROVISIONS

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

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

IN WITNESS WHEREOF, the hands of the Parties:

REDTAIL JET CENTER, LLC, Tenant

SIGNED BY: ______________________ 7/18/2023 | 11:42 AM PDT
John Ramsey, Owner DATE

GRAND COUNTY

BY:

SIGNED: ______________________ 6/22/2023 | 1:41 PM PDT
Jacques Hadler, Grand County Commission Chair DATE

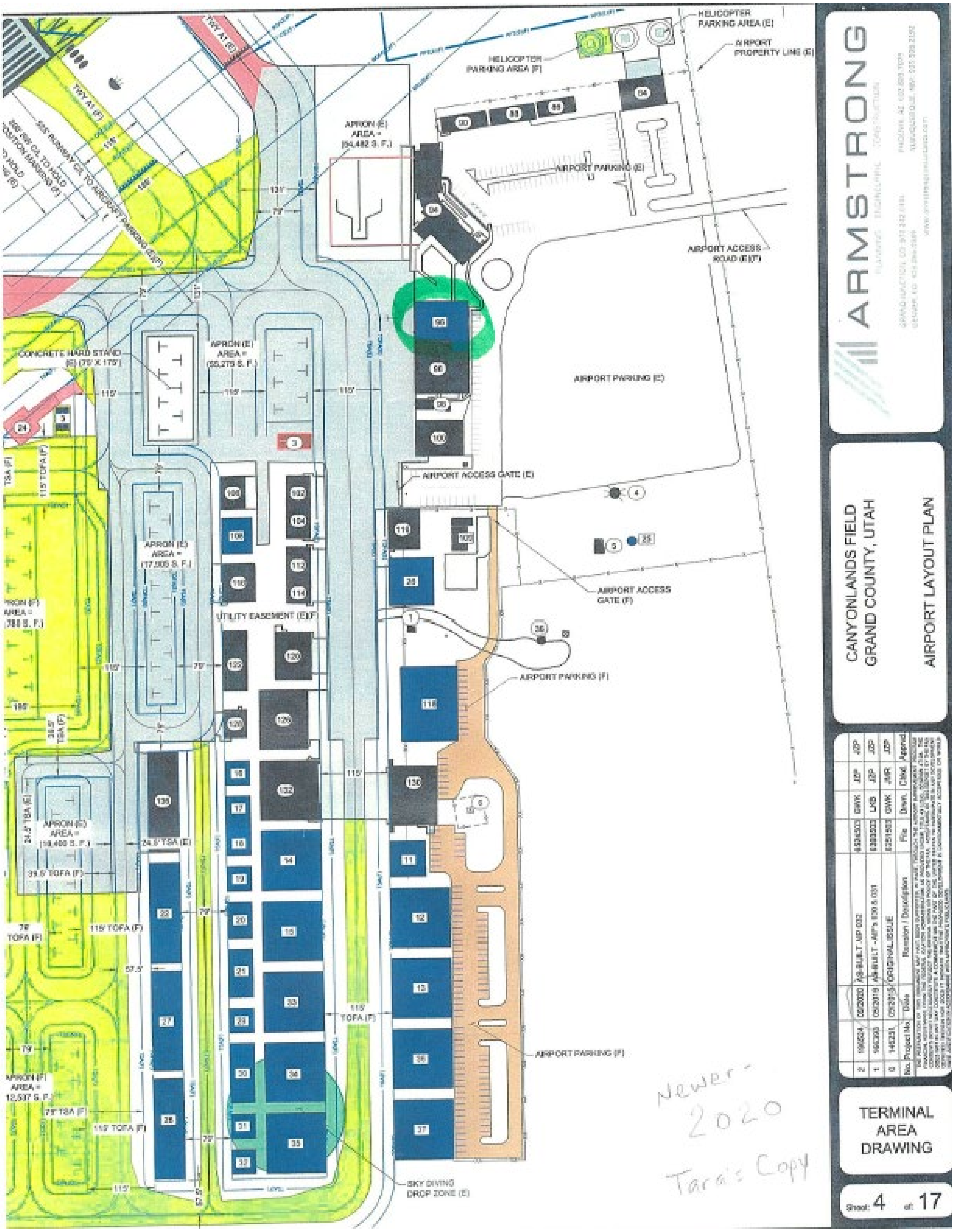
ATTEST: Gabriel Woytek 6/22/2023 | 1:45 PM PDT
Gabriel Woytek, County Clerk DATE

# EXHIBIT A

# PREMISES

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

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


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

# EXHIBIT B

# SITE PLANS

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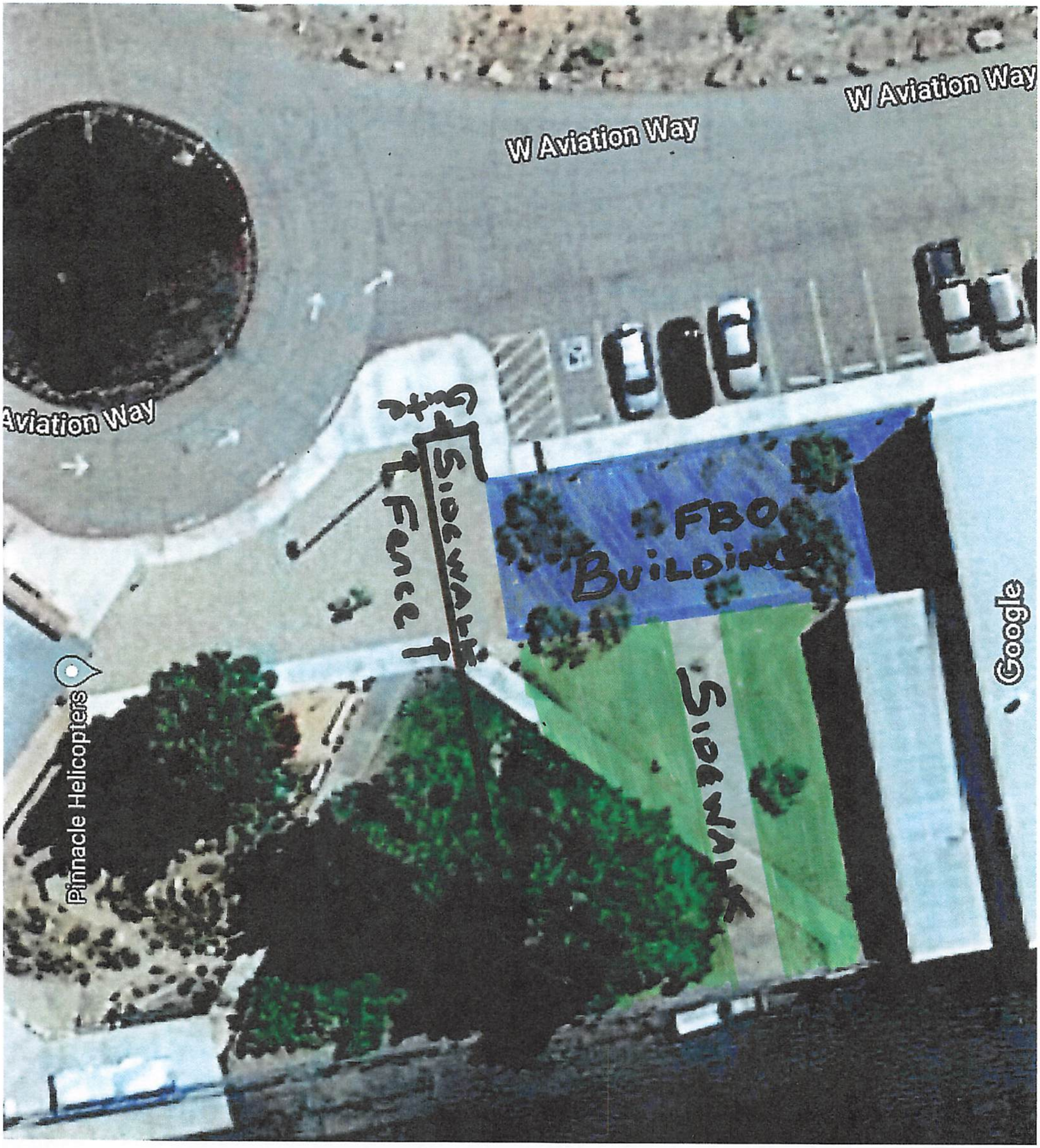

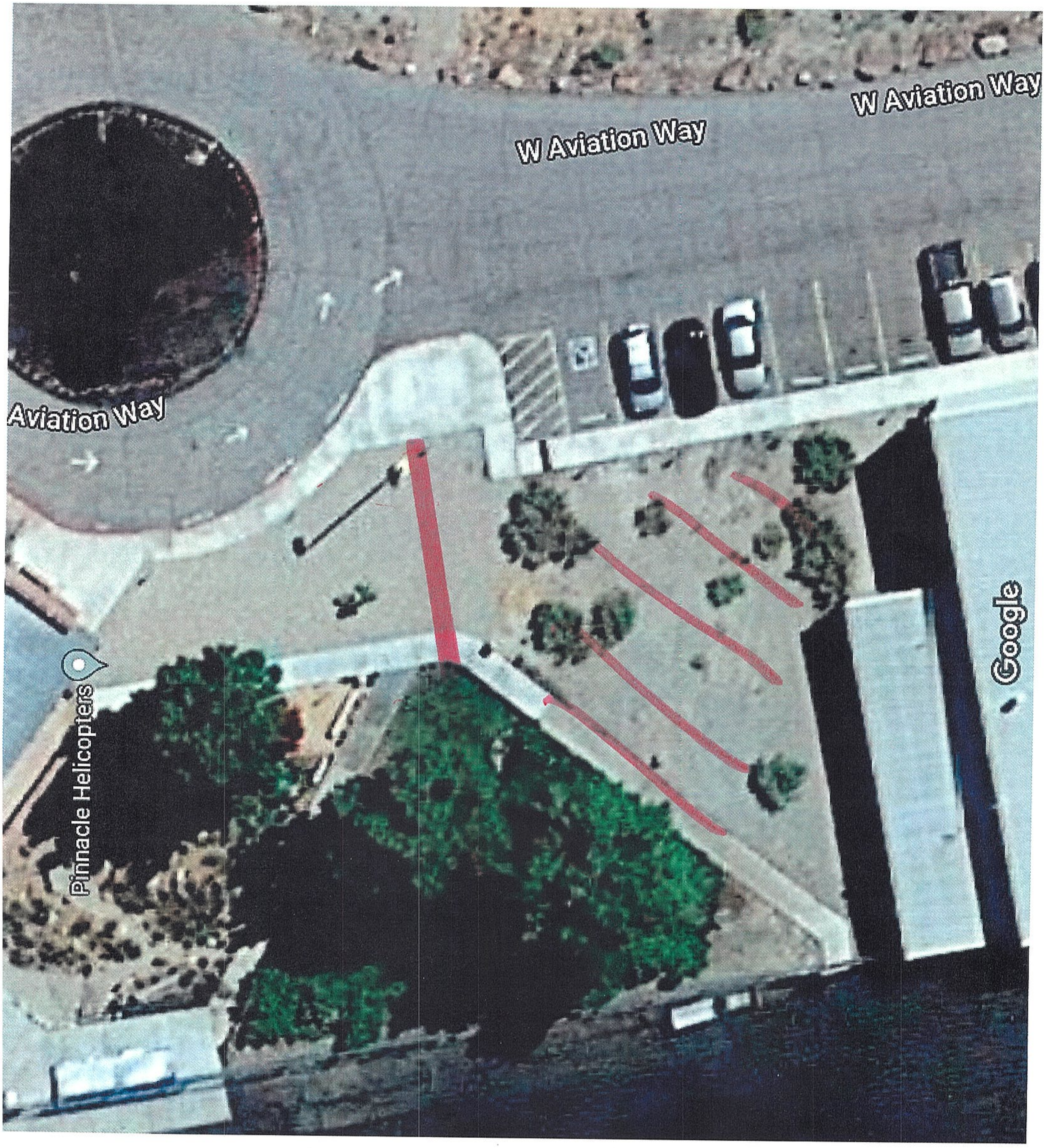
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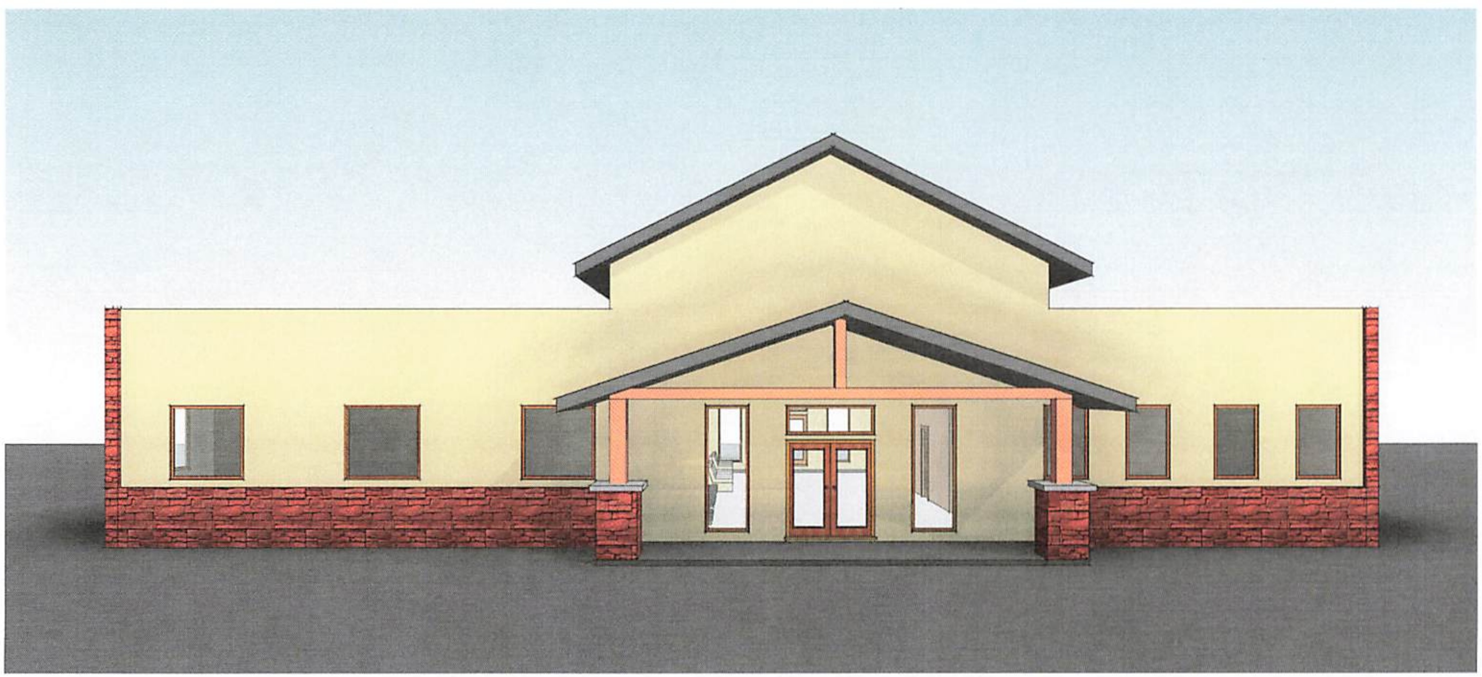


DMJ STUDIOS

# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

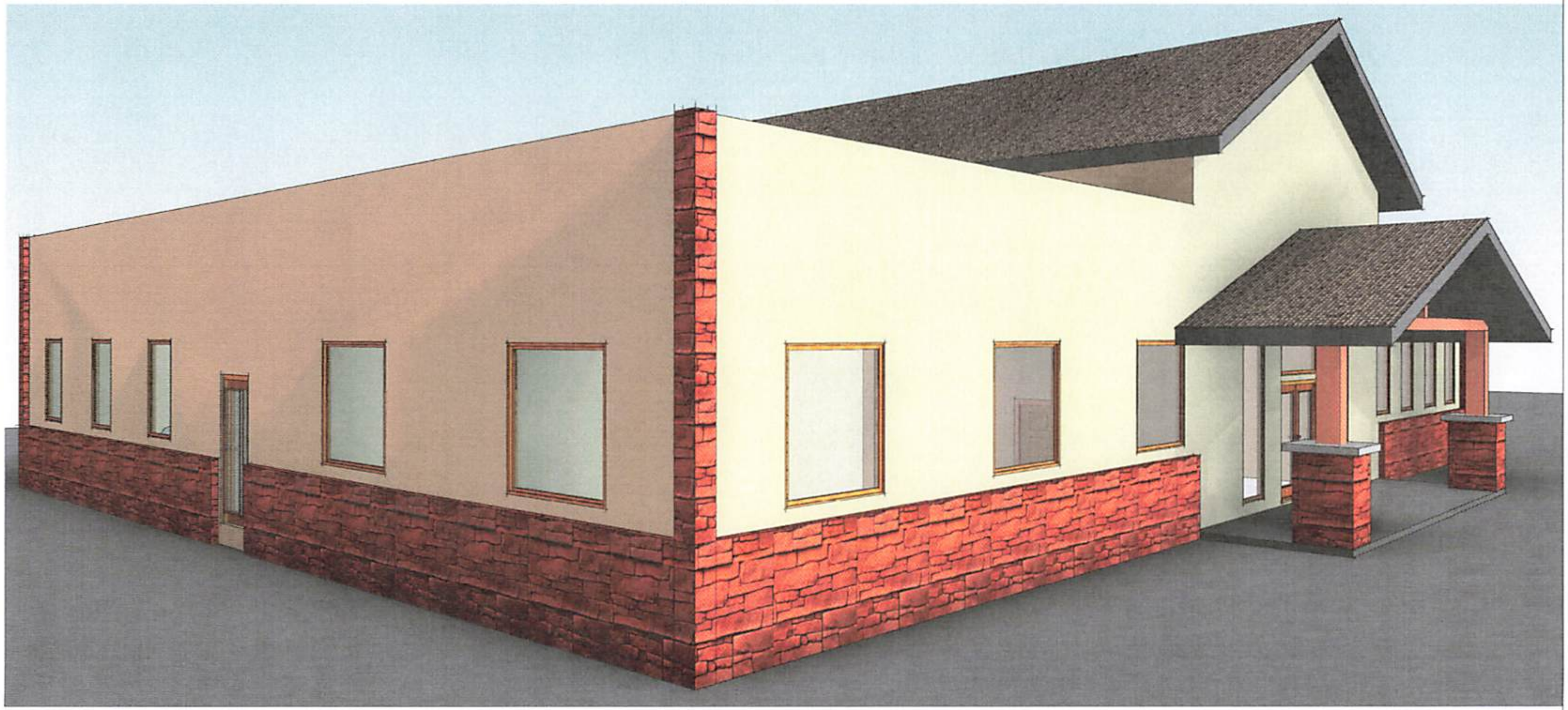
PROJECT ADDRESS:
94 W Aviation Way, Moab, UT 84532

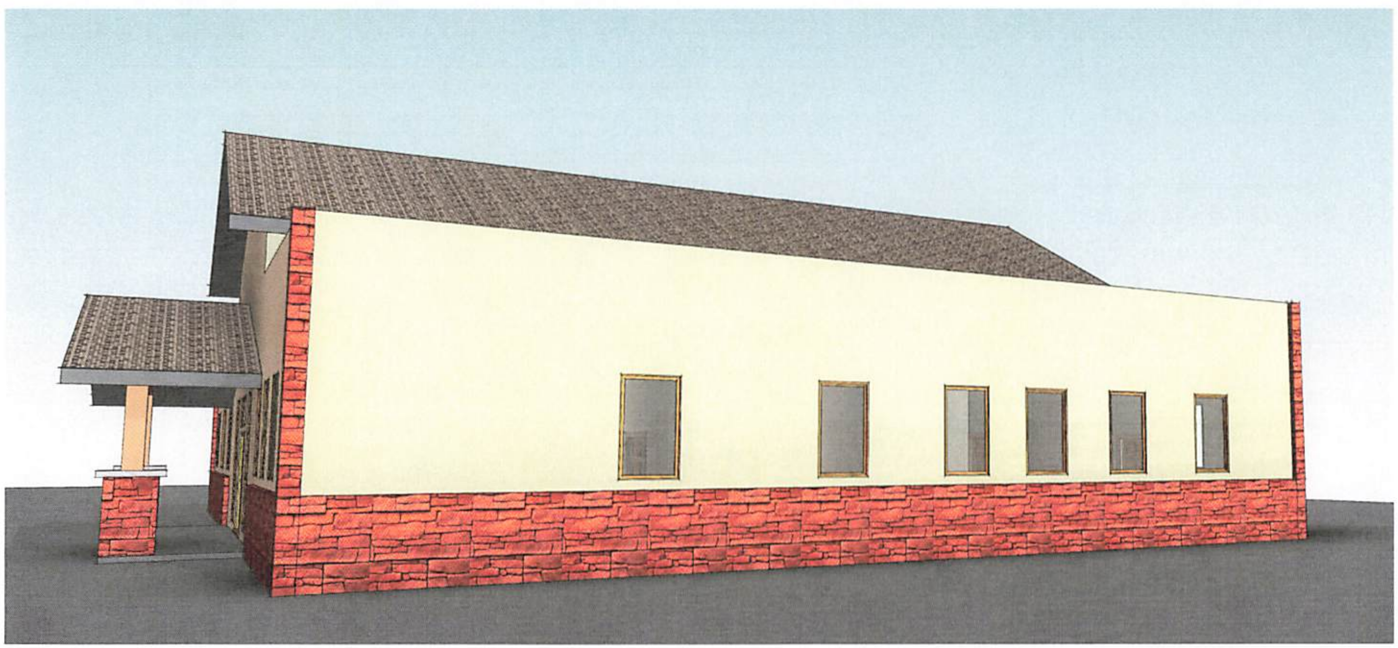
3D

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

A105

Scale





# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

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

3D

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

A106

Scale

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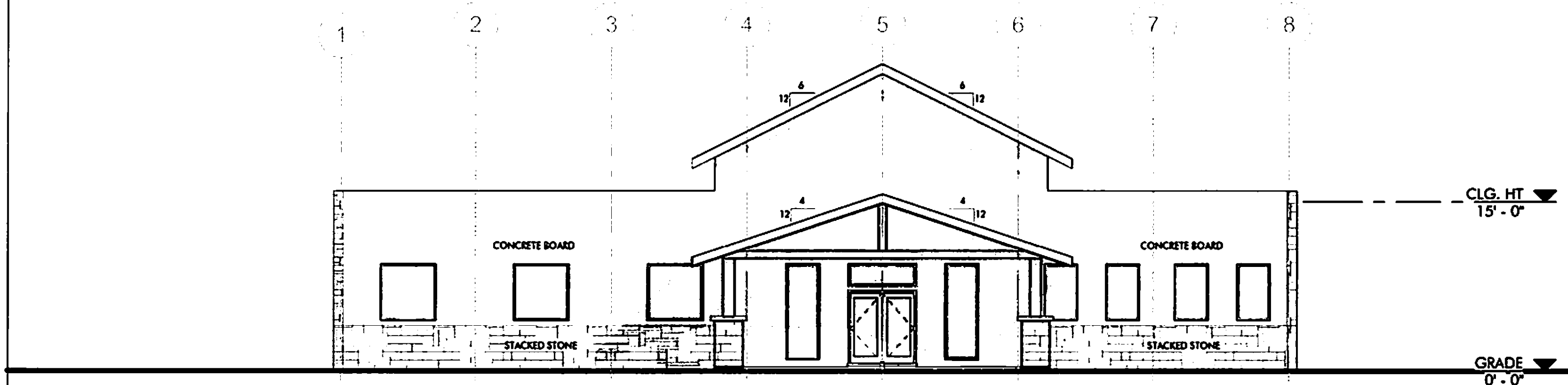
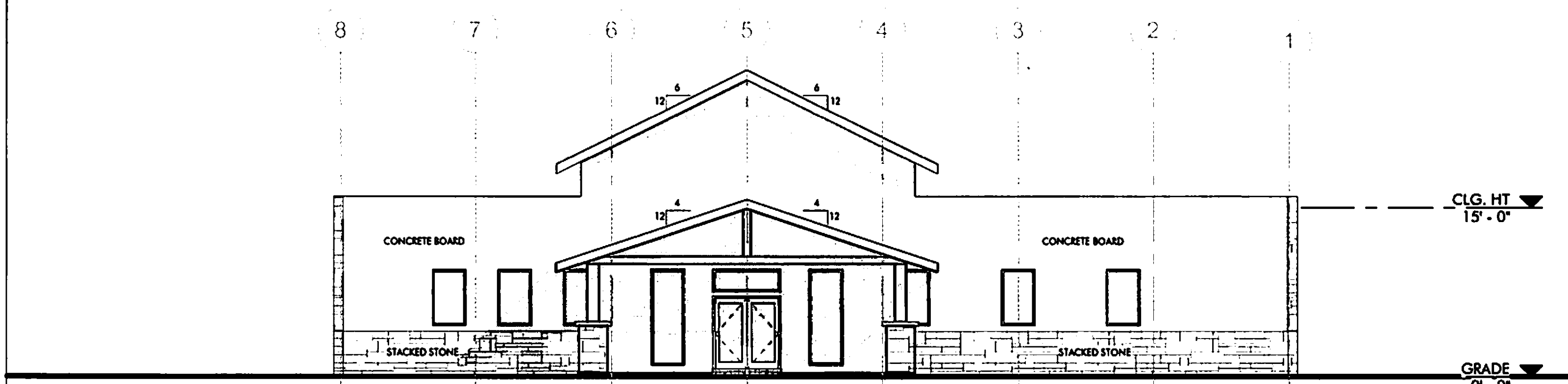



1 FRONT ELEVATION
1/8" = 1'-0"




2 REAR ELEVATION
1/8" = 1'-0"

DMJ STUDIOS

# REDTAIL AIR OFFICE BUILDING

CLIENT:

RANDY MARTIN

PROJECT ADDRESS:

94 W Aviation Way,
Moab,
UT 84532

## FRONT & REAR ELEVATIONS

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

A103

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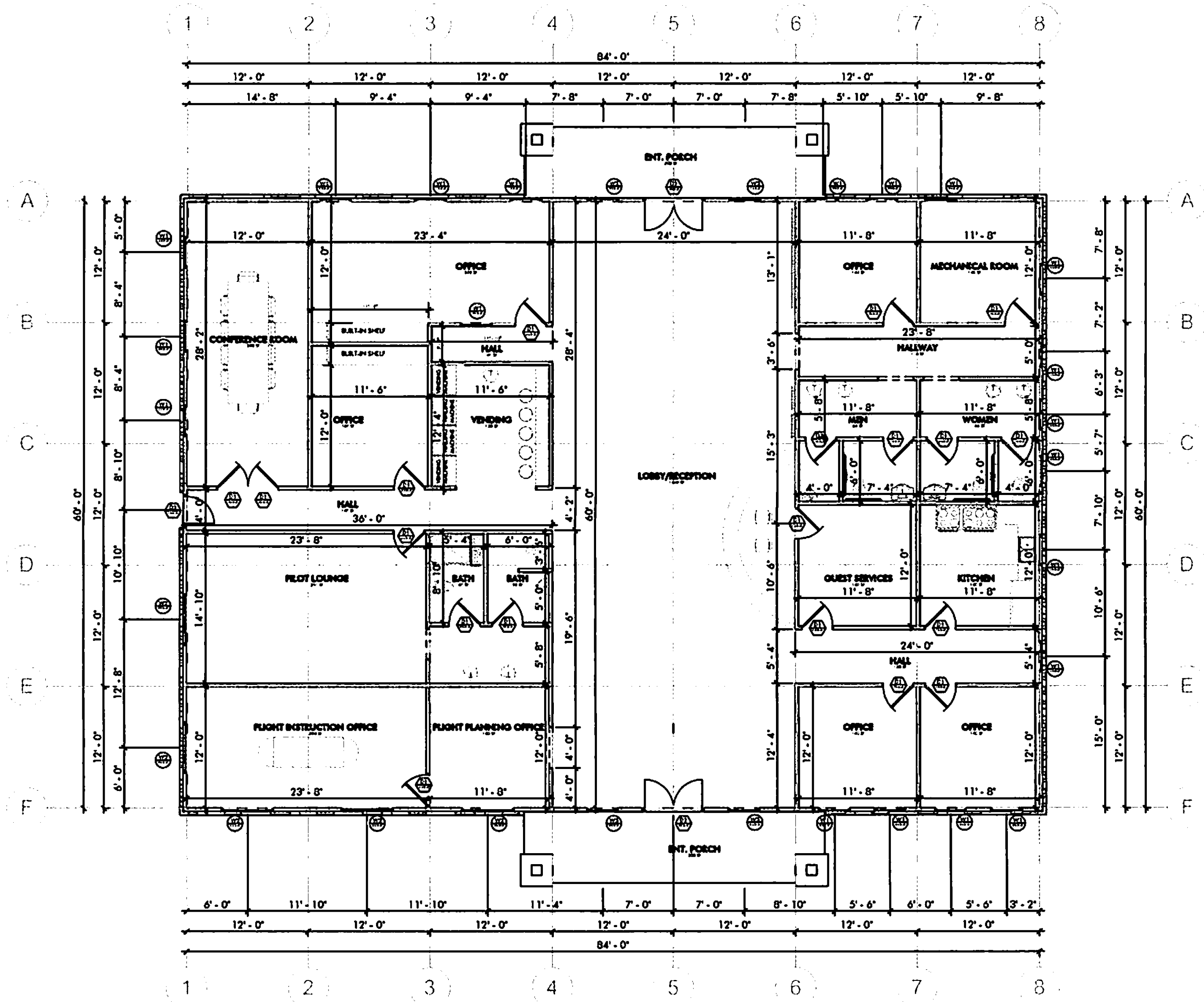
| Scale | 1/8" = 1'-0" |




① PROPOSED FLOOR PLAN
1/8" = 1'-0"

# REDTAIL AIR OFFICE BUILDING

**CLIENT:**

RANDY MARTIN

**PROJECT ADDRESS:**

94 W Aviation Way,
Moab,
UT 84532

## PROPOSED LAYOUT

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

# A101

| | |
|---|---|
| Scale | 1/8" = 1'-0" |

# EXHIBIT C

# CERTIFICATES OF INSURANCE (COI)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

Park City UTI 84098

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

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

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

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Aviation General Liability extends to all premises necessary and incidental tothe Aviation Operations of the Named Insured

On-Premises Auto Liability extended - per policy endorsement

**CERTIFICATE HOLDER**

Grand County
125 East Center
Moab, UT 84532

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Rodney Ritter/JODEE

# COMMENTS/REMARKS

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

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

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| | |
|---|---|
| PRODUCER<br>Velocity Insurance Group, LLC<br>6300 Sagewood Dr., Ste H503<br><br>Park City UT 84098 | CONTACT NAME: Rod Ritter<br>PHONE (A/C, No, Ext): (877)226-7333 FAX (A/C, No): 435-487-1214<br>E-MAIL ADDRESS: rritter@velocityins.com |
| INSURED<br>Redtail Air, Inc. Pinnacle Helicopters, LLC<br>P.O. Box 1004<br>121 East 100 So, Suite 108<br>Moab UT 84532 | |

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

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

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

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

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

SEE PAGE 2 FOR AIRCRAFT SCHEDULE

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

# COMMENTS/REMARKS

AIRCRAFT AS SCHEDULED IN THE POLICY for FULL FLIGHT:

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

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

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

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

ADDITIONAL INSURED

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

DocuSign Envelope ID: 6C2507B2-E6F0-4199-AA13-BD97761C9373

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

**INSURED**

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

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

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

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

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

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

**CERTIFICATE HOLDER**

Grand County
125 East Center
Moab UT 84532

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

## Workers Compensation and Employers Liability Insurance Policy

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

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

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

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

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

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

3. COVERAGE:

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

**UT**

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

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

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

**None**

D. This policy includes these endorsements and schedules:

**See Schedule WC 200 C**

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

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

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

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

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

Countersigned By

WC000001A

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

Workers Compensation and Employers Liability Insurance Policy

## SCHEDULE OF OTHER WORKPLACES

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

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

WC 200A

## Landings per Runway

KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT

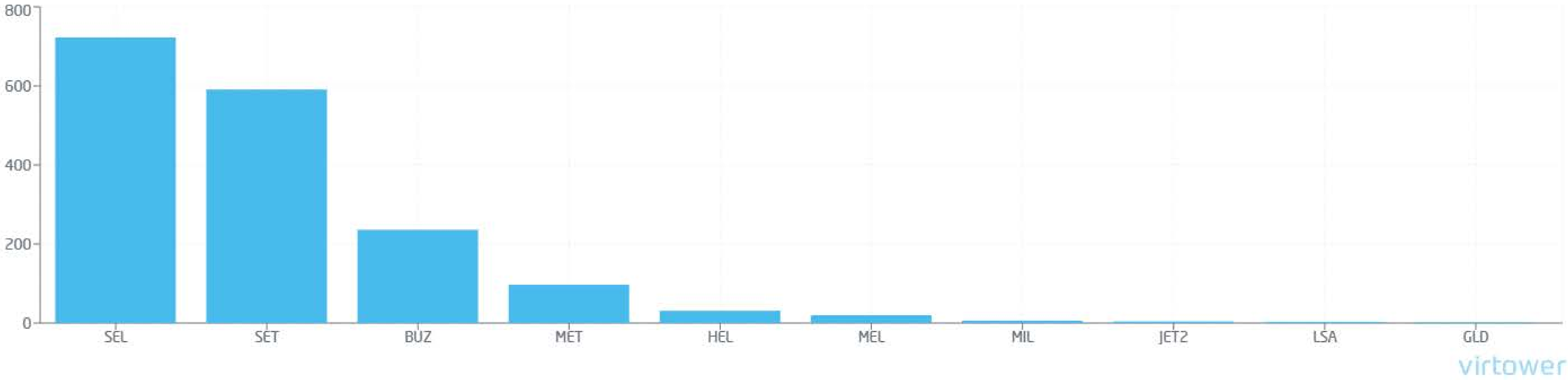

virtower

Operations Based vs Visiting

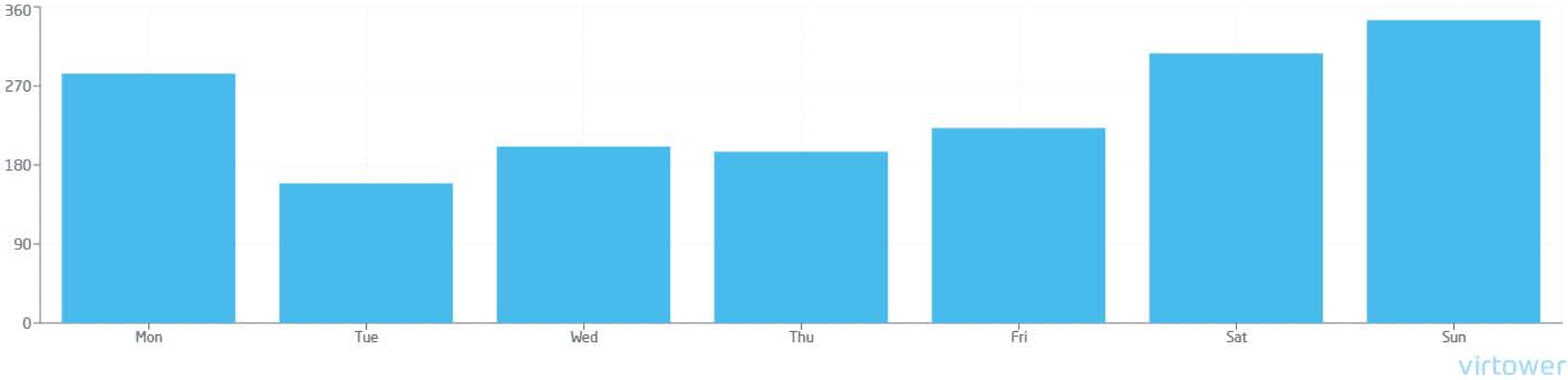
KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT

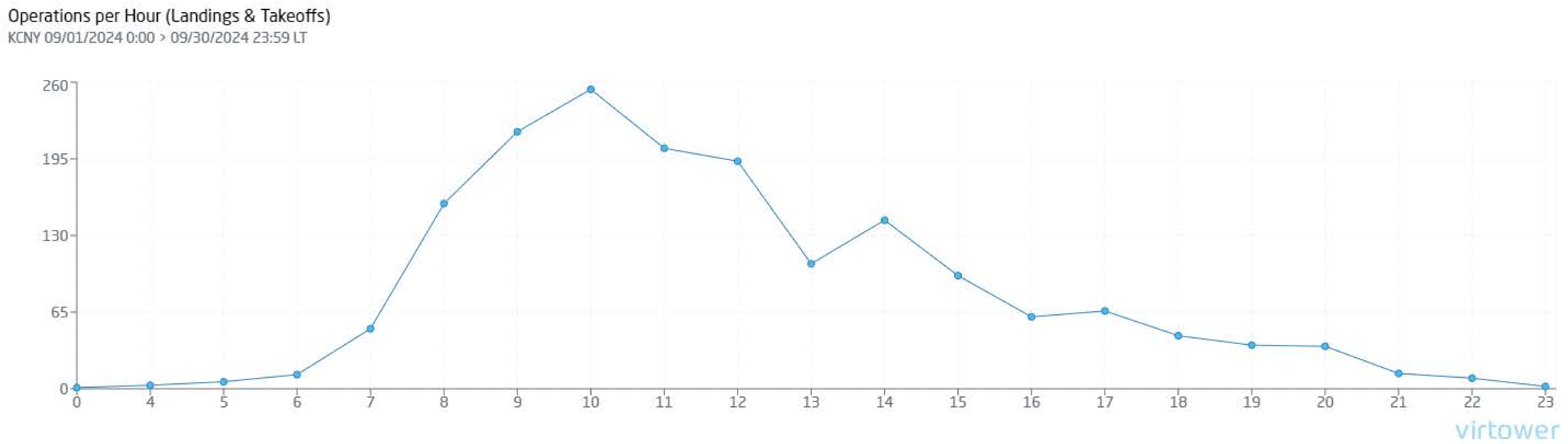
Operations by Aircraft Category

KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT



Operations by Day of Week
KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT





Operations per Hour (Landings & Takeoffs)
KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT
260
195
130
65
0
0
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
virtower

Takeoffs per Runway

KCNY 09/01/2024 0:00 > 09/30/2024 23:59 LT