

**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
AGENDA**

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

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

- A. Call to Order
- B. General Business
 - 1. Approve minutes of October 7, 2024 (Regular meeting)
- C. Citizens to be Heard
- D. Presentations
 - 1. Energy Solutions - 10 minutes + questions
- E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation):
 - 1. Interviews of applicants to the Airport Board (w/ term expiration 12/31/2026): AJ Throgmorton, Rachel Paxman, Dan Wheeler, Iris Palmer, David Everitt, Richard Packer, Don Mitchell.
 - 2. Letter to County Clerk Gabe Woytek, requesting a monthly or quarterly report of Airport finances (drafted by Randy).
 - 3. New language drafted for minimum lease parcel size & hangar size in Minimum Standards (in response to 10/7 meeting).
 - 4. Redline revisions to insurance requirements in CNY Lease Template, proposed by the Insurance Subcommittee.
 - 5. If insurance revisions are approved, bring Rydman lease back to the table.
 - 6. Approve/Deny letter of intent for Skydive Moab to build a new hangar.
 - 7. Randy has declined to continue serving on the Insurance Subcommittee.
 - 8. Extension Number 2 for Redtail to begin construction of their FBO building (in response to 10/7 meeting).
- F. Discussion Items:
 - 1. Project Reports
 - a. Taxiway A1 Relocation - Grant offer signed and submitted to the FAA. Construction to start in the spring.
 - b. Drive through gate replacement (FEMA Grant) - Gate ordered. Gate has a 10-12 week build time.
 - c. Mini-split heating/cooling unit for baggage screening area - Passed legal review. Waiting on Contractor.
 - d. Lionsback digital advertising - waiting on insurance cert.'s

- e. FAA ATP BIL application submitted - terminal modifications. CNY did not receive the grant.
- f. CIP update.

G. Reports:

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

H. Future Considerations

I. Closed Session, if necessary

J. 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 _____

* ELEVATIONS ARE FROM SURVEY
(ALL OTHERS ARE ESTIMATED)



**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING
MINUTES**

**October 7, 2024 @ 4:00 p.m.
Grand County Commission Chambers, 125 E. Center Street
Moab, UT 84532**

1. Call to Order
 1. The meeting was called to order at 4:04 p.m.
 2. Members present: Jody Patterson, Bill Hawley, Bill Winfield (County Rep.), Alex Borichevsky (Travel Council Rep.) and Jason Taylor (Moab City Rep.). Laurel Catto participated on Zoom. Airport Director Tammy Howland also participated on Zoom.
 3. Members not present: Randy Martin.
 4. Others present: Director's Assistant Tara Collins, Dan Wheeler and Joel Linares from Redtail Air. On Zoom were Alvin Chung, Allen Rydman, Shawn Mills, Brooke Gooding of LandGate, and Jeff Helms.
2. General Business
 1. Approve minutes of September 9, 2024 (Regular meeting)
Motion by Jason to approve the minutes, seconded by Bill H., Approved 4-0.
3. Citizens to be Heard - None.
4. Presentations
 1. Land Gate - 10 minutes + questions.

Brooke Gooding, Vice President of LandGate gave the presentation. LandGate is both a competitive marketplace and a data analytics company. They have hundreds of data sets in solar, wind, carbon, minerals, etc. They can tell clients how much they can expect to earn on a solar farm. She showed a map of the U.S. with green dots showing parcels that owners want to sell, and blue dots for parcels that are for lease. Brooke compared it to Zillow. Government entities can list on LandGate for free, then others can research data about properties. LandGate makes their money on subscriptions, typically from realtors, solar developers, oil & gas operators, etc. They do not earn any commissions. Listing with LandGate is not exclusive, we can list anywhere. LandGate gets clients in front of the right buyer set.

The estimated rent revenue for solar is \$990 per acre per year. Brooke explained how they came to this estimate amount. She said they also consider how close the property is to power lines and substations. Alex asked about notifications, and Brooke said they do send those. Also, since CNY Airport is a quality listing (due to substations & power lines), she would also put this property into a newsletter, indicating this is a hot find.
 2. Energy Solutions - 10 minutes + questions. (This company did not show up.)
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.

Jody said we have 2 applications from people to be on the Board. He asked that they be interviewed at the November meeting.

2. Letter to County Clerk Gabe Woytek, requesting a monthly or quarterly report of Airport finances (drafted by Randy). (Letter not ready).
3. Address the number of people on the Insurance Subcommittee - was 3, now 4, quorum, so need to declare 3 people only.
There was a side discussion by Bill H. about addressing the insurance requirements now, and a discussion by Laurel about the importance and effectiveness of a subcommittee for insurance decisions. Laurel suggested that Bill H. submit his proposal for insurance section in writing to the subcommittee. Jody redirected the matter back to having 3 (not) 4 members on the insurance subcommittee, to avoid public meeting laws.
4. (Discussion): Report on Redtail's insurance requirements in their Operating Agreement of 3-28-2023 (see attachment).
The group looked at Redtail's insurance requirements.
5. Redline revisions to insurance requirements in CNY Lease Template, proposed by the Insurance Subcommittee.

Tammy pulled up Jody's spreadsheet on the screen, wherein he had compared column-by-column the insurance requirements at 12 other similar western airports. Bill H. interjected that he had added his own analysis of this spreadsheet, and distributed copies of his chart. He had calculated at the bottom of each column the percentages of airports that had each type of insurance. He said there was no question that liability insurance should be required, because 67% of airports surveyed had it. For property insurance, he said it was 33%. He mentioned that Laurel said the Airport had a stake in hangars, so he thought we should require property insurance. He said about half of the airports require auto insurance. He verbally compared the minimum limits of the surveyed airports' auto insurance. Then he concluded that we should require these 3 types of insurance. He felt we did not need to require aviation insurance, because only 27% of surveyed airports required it. Also he doesn't know how that one would be administered. For hangar keepers insurance, Bill H. said that one was represented in only 13% of airports. He said it really only applies to Redtail, people who physically handle and move other people's airplanes.

Motion by Bill H. to have the airport require general liability, property insurance, and auto insurance at \$1 million, to put just those three into the minimum standards, with language supplied by the existing insurance subcommittee. (There was no second.)

Jody said that the Airport Board had put in a lot of time on this lease template, and on the minimum standards, that the prior requirements had already been

vetted by the County Attorney at the time (Sloan), and that now we were having to jump through a lot of hoops, because one person has come forward and said that he couldn't quite meet these requirements. Jody's suggestion, to keep things moving along, is that for now, to keep everything as it is. But then, in the lease template and minimum standards, put in a caveat that if there is a hardship or burden in meeting these requirements, that proof be brought to the County, and then it could be decided on a case-by case basis. Jody's fear is that if they spend all this time and change things this time, what happens the next time someone comes in and says "Oh I can't do that." Then we risk having to do this all over again.

Bill W. asked what exactly the individual wanted changed in his insurance requirements. After some discussion about what the minimum standards say for insurance, Bill W. said: it looked like he couldn't get additional insured on his personal vehicle policy. Jody applied this situation to his caveat suggestion, and said if the County Attorney okayed the County not being named as additional insured, then he could waive that as long as he had the insurance, and then he could move forward. Bill H. modified his motion to include Jody's caveat. Jody said this would allow us to keep from reinventing the wheel each time. Laurel said that that ad hoc approach worked very well for her and Ken [when they entered an airport lease]. She said there were a couple of items that were not available in the commercial insurance market, and they communicated that to then-County Attorney Sloan, with confirmation from their broker and the reason why it was not available, and Sloan said fine. Jody said this way was a much more fluid and organic process, than trying to re-establish all of these things. Jody said they were not insurance experts, and don't really know what needs protecting at the County and by how much. Bill W. said that if we have that caveat in there, that the County Attorney should review each case and exception. Bill H. thought the property insurance should not say "and its contents", it should say "undepreciated value".

Tammy strongly recommended that we leave the pollution insurance in there, as an "an applicable". If it's not in the minimum standards, then it's very hard to make someone, say, a fuel hauler, obtain that. Laurel raised her hand and said this was what she had hoped the Board wouldn't get into tonight. Years of experience have showed her that 12 people around a table is not the best or most efficient way to amend a document. She suggested that we take all of Bill H.'s suggestions to the Insurance Subcommittee, and they take it over from there. The Subcommittee should be doing the discussing and drafting, not the whole Board. Jody asked that Bill H. restate his motion - he was curious how much drafting they would actually need, versus putting in a caveat. Bill H. **moved** that we accept into the minimum standards the requirement for general liability, and property insurance for the undepreciated cost of full replacement, and auto insurance for \$1 million dollars, and any other applicable insurances, to be taken case-by-case. Jody asked if Laurel was seeing it that way, and Laurel said no, she really wasn't. She is not prepared to vote on amending the minimum standards until she sees a redline that shows the language changes versus the minimum standards that we have today. She would rather refer it to the insurance subcommittee, and bring an actual redline back to the board, so we can see the actual changes. Jason thought

they should interpret Bill H.'s motion as one to take his suggestions to the subcommittee. Jody asked Bill H. if he was okay with that modification of his motion: to take his motion suggestions to the subcommittee, and Bill H. said yes. Jason seconded, approved 5-0.

Jason suggested we reach out to Randy to see if he still wants to be on the insurance subcommittee, and if he doesn't, that we replace him with Bill H. Bill W. agreed 100%.

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.

Motion by Bill H. to accept the redline change as it is in the supplied documents. Then he modified his **motion** to include just the square footage, i.e. #1 in this agenda item. Tammy pulled the relevant section up on the screen, and Bill H. modified his **motion** that we accept the redline changes to section 4.7.2 and 3. Section 4.5.1 has a revision inserted as well. Jody reiterated the motion. Laurel said to Tara that she really wanted to work on this language, she wants to tweak it a little. She thought as written it wasn't clear that the minimum lot size needs to be 2,000 sq.ft., for rent calculation purposes. She also thought it almost too broad, it has no minimum hangar size. She said that Airport land is so scarce, that we have a duty to use it efficiently. Bill W. and Jason thought 4.7.2 covered minimum lot sizes, as the Board desired. Jody wondered if any member had an idea of what the minimum hangar size should be? Jason noted that this came up at the last meeting because of the proposed T-hangar [Chung], which was smaller than what we want the lease to be. So, he said, we proposed that the hangar itself could be smaller, we don't really care, but we're leasing you 2,000 square feet of land, and what you do with that 2,000 square feet is up to the Tenant. He asked, are we now saying that we want a minimum size hangar, from here on out? Jody posited it might be impossible to decide on what that minimum size must be. Tammy offered that hangar size was what was originally a concern, because the Airport wanted hangars that would draw folks in. She mentioned, for example, when a hangar goes up for sale, and drew back to what Laurel was saying, about how we're using our valuable/scarce space.

Jason said that every size hangar reaches a broad market of people, so actually, it may be good to have a variety of different hangar sizes, to appeal to a larger, diverse aircraft community. There was discussion about having a designated area for smaller hangars, and Tammy confirmed that where Chung wants to put his hangar is already the small-hangar area. Laurel offered to work on the language for lot sizes and hangar sizes, the twin goals being 1) having a minimum leased area of 2,000 sq.ft., and 2) allowing variances in the 2,000 sq.ft. minimum of hangar size. So, Bill H. withdrew his motion for now.

The group wondered about the remaining subitems in this item. Tammy said advertising policies were not ready to be voted on yet. Could they vote on the moving of Right of First Refusal section 4.28 to 5.7, they wondered? Tammy said they were only taking these revisions to the Commission once, because it required

a written Ordinance to enact these. Jody said it made sense to do them all at once. Regarding the advertising policies, Tammy said it would probably be an attachment or an appendix to the Minimum Standards. Bill H. asked why as an appendix? Tammy said because it was kind of a sub-policy. Laurel pointed out that it was a stand-alone agreement that we would sign with people who wanted to advertise, that's why it's an attachment. But the 3 or so pages of Advertising policies should either go into the body of Minimum Standards, or we could incorporate by reference to them as an attachment.

Bill H. asked about the physical logistics of the digital advertising: are we selling minutes, and have shifting screens, are we going to use an outside source? Jody said we hadn't gotten far on that, but that's why we went ahead and let Lionsback advertise, so we would have time to work out logistics without holding them up. Jody thought as long as we have the policies in place, it might make the logistics process easier.

7. Draft CNY advertising policies.
(See above, covered). Tammy said she was working with our contracted Love's Advertising consultants, and they introduced her to someone who could help us pick out a physical system. She's waiting on them to do a presentation of some different systems for us. We could contract with someone, or alternatively, get a system that we can operate on our own.
8. If insurance revisions are approved, bring Rydman lease back to the table.
Insurance revisions were not approved.
9. Place a moratorium on further digital advertising at Airport, except for Lions Back Resort and Redtail Air (Jason's suggestion on 9/9).
Jason thought it maybe wasn't necessary now. Jody thought we could just say we weren't interested. Jason thought it would be cleaner to have a moratorium, until we have our policies in place. Then he thought it was not a big deal. (No action.)
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.)

Since the September meeting, and after discussing with Tammy, the lease Term is now one year, instead of "a minimum of one year" which is what the Board voted on at the September meeting. Tammy pointed out that we probably meant no more than a year, or a maximum of one year, because we were creating our whole advertising system.

Motion by Alex to approve this lease, as written, specifically for a term of one year, seconded by Jason, approved 5-0.

6. Discussion Items:

1. Redtail Air

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

Tammy has tried to pin down Mr. Mabey, to discuss the future of what's happening at Redtail. Tammy invited Dan Wheeler, who was present, to make comments. Dan asked for another 6 month extension for the building, to June 20, 2025. Tammy mentioned that this lot in question isn't available for anyone else to use, it's designated for FBO use.

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.

Tammy said this one will start in the spring. They don't want the runway closed down all winter. The runway will shorten some during this project, but not by much. The ramp expansion will probably go out for bid again in the spring of 2025.

- b. Drive through gate replacement (FEMA Grant) -
9-9-2024 AB agenda: Still waiting for gate to be built.
8-10 week build time.

- c. Mini-split heating/cooling unit for baggage screening area – Waiting on Contractor.
Tammy says the garage doors open and close so often, so obviously the terminal HVAC is not keeping up in that room. Hopefully this will fulfill the TSA directive.

- d. FAA ATP BIL application submitted - terminal modifications, selections by the end of October.
We should hear about the funding for this soon.

- e. Emergency repairs of flood damaged fence.
This is completed. It's between a band-aid and a permanent fix. They engineered some gates, so with rain and debris flowing, it can go through to the wash, and once cleared, the gates will flap back down.

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

Tammy will have this posted this week. For every project that uses entitlement funds, you have to have an engineer and a planner. Since we don't have those people on staff, we must seek those services from other professionals. The FAA allows us to make these 5-year contracts. The proposals that are submitted will come before Airport Board. Tammy said that some companies other than Armstrong (now Lochner) have approached her about applying.

Laurel asked if this was on a time-and-materials basis, or is there a not-to-exceed figure. Tammy said the RFP is based on what is on our CIP list. So, anything that she doesn't get on that CIP list, is not covered under the contract for engineers-of-record, and would need to go out for bidding on its own.

5. CIP list for FAA due in November.

The project list has not changed from last year, it will look pretty much the same.

7. Reports:

1. Airport Monthly Data Report & Virtower Data - September 2024

Tammy said CNY Airport will be hosting the UAOA conference next fall, so we'll be looking at some venues. She said 80-100 people usually attend that.

2. Any questions on Director's Report for September 2024.

3. County Commission - Bill W. said the UAOA conference was really good. It was in Provo. They opened their terminal in 2022, and it's already outdated and over-capacity. It's exploding in growth. They also visited the Spanish Fork airport. He got a lot out of the classes on airport operations. He said Tammy put her budget in before the Commission, and she had a growth strategy attached to it. He was impressed with that.

4. City of Moab - Jason said they're putting out an RFP to redesign 100 East, and repave behind City Market. They are being put off by the grant, among other excuses, none of them City-caused. They are also fixing streetlights.

5. Travel Council – Alex said they are working on budgets. In the past he has seen that TRCCA funds were used. He's wondering what these funds can be used for at the Airport. Tammy said it's typically used for airport facilities. We've used them for terminal expansion, and the matching cost on the runway. She would like to see TRCCA funds used for a website specifically for the Airport. The County website is nice, but when you look at other airport websites, like Vernal, they are soooo nice. She said she has reserved the domain name moabairport.com, so we could detach it from the county website, and build our own. Alex said the Travel Council is going to revamp their website, maybe they could use the same company. Tammy said she had priced out some aviation-specific web company. Alex will run it by the Travel Council Advisory Board.

Jason asked if we could see a report on where the Contour advertising dollars went, what they were spent on. Tammy said there was none spent in 2024. It is our responsibility to spend that \$25,000, and then they reimburse us. Tammy had been working on it with the Economic Development team, before it dissolved. Now that they have some new folks in the office, she can resume. She wants to rely on Economic Development, because they've done the studies, they know the markets. Bill W. requested a report of where we're advertising. Tammy said Ben Alter is back. Jason said it should go to Ben Fredregill. Alex said the Travel Council is talking about doing a shoulder season (winter) ad campaign for this coming winter. He said they are moving to a new ad company called Camp4 Collective in SLC.

6. Solar Committee

7. (Lease) Insurance Subcommittee

Jody said we will make sure Randy still wants to be involved.

8. Other reports for Airport Board
8. Future Considerations
 1. Building floodgates for fence (covered)
 2. Moab to host 2025 Fall UAOA Conference (covered)
9. Closed Session, if necessary (No)
10. Adjourn: at 6:06 p.m.

POSITION TITLE INTERVIEW IS FOR: AIRPORT BOARD

Score: 5 = exceptional; 4 = very knowledgeable/experience; 3 = acceptable; 2 = has some knowledge, needs additional training; 1 = did not meet requirements

INTERVIEWER NAME:						DATE OF INTERVIEW:	
APPLICANT:	1	2	3	4	5	Comments	
1. Tell us about yourself. What is your background and experience?							
2. How familiar are you with Moab and Grand County?							
3. What kinds of boards and committees have you been involved with in the past?							
4. What is your knowledge and/or background in aviation?							
5. As a representative of the Travel Council, what are some common initiatives and how can the information shared help each group?							
6. What is your opinion on current Airport challenges?							

7. How would you handle any conflicts of interest related to subjects discussed on the Airport Board?						
8. Do you feel you have the time and commitment to this Board along with your other obligations?						
9. Do you have any questions for us?						
SCORE:						

Personal Comments:

Tara Collins <tcollins@grandcountyutah.net>**Fwd: Online Form Submission #7490 for Board, Commission, Committee & Special Service District Application & Certification Form**

1 message

Tammy Howland <thowland@grandcountyutah.net>
To: Tara Collins <tcollins@grandcountyutah.net>

Wed, Sep 11, 2024 at 11:11 AM

Tammy Howland
Airport Director
Canyonlands Regional Airport
435-259-4120



----- Forwarded message -----

From: **Tammy Howland** <thowland@grandcountyutah.net>
Date: Wed, Sep 11, 2024 at 11:10 AM
Subject: Re: Online Form Submission #7490 for Board, Commission, Committee & Special Service District Application & Certification Form
To: CommAdmin <commadmin@grandcountyutah.net>, <authrog@gmail.com>
Cc: <tara@grandcountyutah.net>

AJ,
Your interest in becoming a member of the Airport Board is greatly appreciated; however, we do not have any openings at this time. The nearest scheduled term to expire is December 31st, 2025. We will post for these positions prior to the expiration dates to solicit applicants. In the instance that we have a position open prior to this expiration there will be a public notice to announce the vacant position.

Thank you,
Tammy Howland
Airport Director
Canyonlands Regional Airport
435-259-4120



On Wed, Sep 11, 2024 at 6:50 AM <noreply@civicplus.com> wrote:

Board, Commission, Committee & Special Service District
Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification

From

Instructions: Complete and sign this form and return it to Grand County Commission Office, [125 E. Center St., Moab, UT 84532](#); fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission,
Committee or Special Service
District

Airport Board

Name:

AJ Throgmorton

Mailing Address:

[REDACTED]

City:

Moab

State:

Utah

Zip Code:

84532

Day Phone:

[REDACTED]

Email Address:

[REDACTED]

In what year did you establish
your current residency in
Grand County?

2023

If not Grand County, which
county do you reside in?

Field not completed.

Occupation or professional
training:

Healthcare IT, Private Business Owner

List your work experience
that is relevant to your
application for a position on
the Board or Commission for
which you are applying:

Experience in project planning, budgeting and management.

List your non-work
experience that is relevant to
your application for a position
on the Board or Commission
for which you are applying:

Recent interest and personal goal to obtain private pilots license.

Grand County Resolution 3184 (October 2019) contains the following Board
Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**

- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**
- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification

By checking this box and typing my name below, I am electronically signing my application.

First Name

August

Middle Initial

J

Last Name

Throgmorton

Date:

7/25/2024

How did you hear about this position?

Grand County website

Email not displaying correctly? [View it in your browser.](#)



Tammy Howland <thowland@grandcountyutah.net>

Online Form Submission #7725 for Board, Commission, Committee & Special Service District Application & Certification Form

1 message

noreply@civicplus.com <noreply@civicplus.com>

Fri, Oct 11, 2024 at 5:05 PM

To: commadmin@grandcountyutah.net, thowland@grandcountyutah.net, airport@grandcountyutah.net,
tara@grandcountyutah.net

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application &
Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission
Office, [125 E. Center St., Moab, UT 84532](#); fax: 435-259-2574; or
commission@grandcountyutah.net

Board, Commission,
Committee or Special
Service District

Airport Board

Name:

Dan Wheeler

Mailing Address:

[REDACTED]

City:

Moab

State:

UT

Zip Code:

84532

Day Phone:

[REDACTED]

Email Address:

[REDACTED]

In what year did you
establish your current
residency in Grand County?

2016

If not Grand County, which
county do you reside in?

Field not completed.

Occupation or professional
training:

Director of Operations, Redtail

List your work experience
that is relevant to your
application for a position on

Nebraska Department of Aeronautics Airport Engineer, Redtail
Line/chief pilot, Redtail director of operations

the Board or Commission for
which you are applying:

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:	Pilot and aircraft owner
--	--------------------------

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Applicant Certification

By checking this box and typing my name below, I am
electronically signing my application.

First Name	Dan
Middle Initial	-
Last Name	Wheeler
Date:	10/11/2024
How did you hear about this position?	Referral

Email not displaying correctly? [View it in your browser.](#)



Tammy Howland <thowland@grandcountyutah.net>

Online Form Submission #7692 for Board, Commission, Committee & Special Service District Application & Certification Form

2 messages

noreply@civicplus.com <noreply@civicplus.com>

Tue, Oct 8, 2024 at 7:45 PM

To: commadmin@grandcountyutah.net, thowland@grandcountyutah.net, airport@grandcountyutah.net, tara@grandcountyutah.net

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, [125 E. Center St., Moab, UT 84532](#); fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission,
Committee or Special
Service District

Airport Board

Name:

David Everitt

Mailing Address:

~~_____~~
~~_____~~
~~_____~~

City:

Moab

State:

UT

Zip Code:

84532

Day Phone:

~~_____~~
~~_____~~
~~_____~~

Email Address:

~~_____~~
~~_____~~
~~_____~~

In what year did you
establish your current
residency in Grand County?

2021

If not Grand County, which county do you reside in? *Field not completed.*

Occupation or professional training: Business owner

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying: Local business owner
Municipal government administration, particularly budgeting and staff management
The Salt Lake City Department of Airports Director reported directly to me for 8 years when I worked for the SLC mayor
Worked closely with SLC airport staff and consultants to develop the airport improvement program and negotiate with Delta to agree on a new build instead of refurbishment

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying: *Field not completed.*

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**
- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**

- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
-------------------------	--

First Name	David
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Middle Initial	M
----------------	---

Last Name	Everitt
-----------	---------

Date:	10/8/2024
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How did you hear about this position?	Jason Taylor
---------------------------------------	--------------

Email not displaying correctly? [View it in your browser.](#)

Tammy Howland <thowland@grandcountyutah.net>
To: Jody Patterson <jody.j.patterson@gmail.com>

Thu, Oct 10, 2024 at 4:58 PM

Tammy Howland
Airport Director
Canyonlands Regional Airport
435-259-4120

Tara Collins <tcollins@grandcountyutah.net>

Fwd: [A-Team] Online Form Submission #7844 for Board, Commission, Committee & Special Service District Application & Certification Form

2 messages

Alishia Oliver <aoliver@grandcountyutah.net>

Fri, Nov 1, 2024 at 10:37 AM

To: Tara Collins <tcollins@grandcountyutah.net>Cc: Tammy Howland <thowland@grandcountyutah.net>, Quinn Hall <qhall@grandcountyutah.net>

Hi Tara,

See the below application. I fixed your email address yesterday, I'm not sure why it didn't hold. I will figure it out and let you know when it's fixed.

Thank you,
Alishia

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Fri, Nov 1, 2024 at 10:28 AM

Subject: [A-Team] Online Form Submission #7844 for Board, Commission, Committee & Special Service District Application & Certification Form

To: <commadmin@grandcountyutah.net>, <thowland@grandcountyutah.net>, <airport@grandcountyutah.net>, <tara@grandcountyutah.net>**Board, Commission, Committee & Special Service District
Application & Certification Form**Board, Commission, Committee & Special Service District Application & Certification
FormInstructions: Complete and sign this form and return it to Grand County Commission
Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; orcommission@grandcountyutah.net

Board, Commission, Airport Board
Committee or Special Service
District

Name: Don Mitchell

Mailing Address:

[REDACTED]

City:

Moab

State:

UT

Zip Code:

84532

Day Phone:

[REDACTED]

Email Address:

[REDACTED]

In what year did you establish
your current residency in
Grand County?

2024

If not Grand County, which
county do you reside in?

Field not completed.

Occupation or professional
training:

Airframe and Powerplant Mechanic - Redtail

List your work experience
that is relevant to your
application for a position on
the Board or Commission for
which you are applying:

Director of Maintenance, Air Force Mechanic

List your non-work
experience that is relevant to
your application for a position
on the Board or Commission
for which you are applying:

Field not completed.

Grand County Resolution 3184 (October 2019) contains the following Board
Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**

- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**
- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
-------------------------	--

First Name	Don
------------	-----

Middle Initial	-
----------------	---



Tammy Howland <thowland@grandcountyutah.net>

Online Form Submission #7719 for Board, Commission, Committee & Special Service District Application & Certification Form

2 messages

noreply@civicplus.com <noreply@civicplus.com>

Thu, Oct 10, 2024 at 3:33 PM

To: commadmin@grandcountyutah.net, thowland@grandcountyutah.net, airport@grandcountyutah.net, tara@grandcountyutah.net

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification Form

Instructions: Complete and sign this form and return it to Grand County Commission Office, [125 E. Center St., Moab, UT 84532](#); fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission,
Committee or Special
Service District

Airport Board

Name:

Iris Palmer

Mailing Address:

[REDACTED]

City:

Moab

State:

UT

Zip Code:

84532

Day Phone:

[REDACTED]

Email Address:

[REDACTED]

In what year did you
establish your current
residency in Grand County?

1984

If not Grand County, which
county do you reside in?

Field not completed.

Occupation or professional
training:

Accountant & HR

List your work experience
that is relevant to your
application for a position on

I have seventeen years of aviation industry and FBO management experience. I have several years of Human Resources and Accounting experience. I am also a local business owner.

the Board or Commission for
which you are applying:

List your non-work
experience that is relevant to
your application for a position
on the Board or Commission
for which you are applying:

I have strong connections to state, local and federal emergency
service agencies. With those connections I have constant first
hand knowledge of how Grand County and Southeast Utah is
best served through Redtail Air and Canyonlands Field Airport.

Grand County Resolution 3184 (October 2019) contains the following Board
Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**
- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

**Additionally, the State Code has the following requirements for Special
Service Districts in Grand County:**

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**
- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification

By checking this box and typing my name below, I am
electronically signing my application.

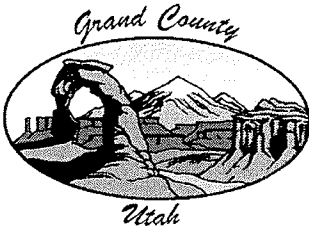
First Name	Iris
Middle Initial	-
Last Name	Palmer
Date:	10/9/2024
How did you hear about this position?	Board

Email not displaying correctly? [View it in your browser.](#)

Tammy Howland <thowland@grandcountyutah.net>
To: Jody Patterson <jody.j.patterson@gmail.com>

Fri, Oct 11, 2024 at 11:51 AM

[Quoted text hidden]



Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: Airport Board

Name: Rachel Paxman

Mailing Address: [REDACTED]

City: Moab State: UT ZIP Code: 84532

Day Phone: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County? 1995
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: Contour Station Manager

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

I have over 8yrs. of airline
experience and am currently
the station manager for
Contour Airlines at CNY. I
have also worked 30 years in sales
and Marketing for a local tourism
business!

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I served over 10 yrs on the
Travel Council Board as well as
many years on the Chamber Board.
I am also a member of the VFW
Auxiliary local Moab Chapter as
Junior Vice President.

CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve.

Signature:  Date: 9/26/24

Board, Commission, Committee & Special Service District Application & Certification From

Instructions: Complete and sign this form and return it to Grand County Commission Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or commission@grandcountyutah.net

Board, Commission, Committee or Special Service District*

Airport Board ▼

Other:

Name:*

Rich Packer

Mailing Address:*

City:*

Moab

State:*

UT

Zip Code:*

84532

Day Phone:*

Email Address:

In what year did you establish your current residency in Grand County?*

2022

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in?

(applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training:

Business Owner/Operator

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Currently on the board of Redtail Air

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

MBA, strategist, business owner

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

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- Board Members shall have the appropriate expertise when required by law;
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- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
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I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification*



By checking this box and typing my name below, I am electronically signing my application.

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

First Name*

Rich

Middle Initial*

A

Last Name*

Packer

Date:

10/30/2024

How did you hear about this position?*

Word of mouth

October 30, 2024

Mr. Gabe Woytek
Grand County Clerk/Auditor
125 E Center Street
Moab, UT 84532

Dear Mr. Woytek,

At a recent Grand County Airport Board Meeting, the board discussed the importance of having current airport financial information in our board packets to review monthly to assist the board in making informed decisions regarding the airport.

Would it be possible, after the county closes its financial books for the month, to prepare a month to date and year to date income statement, along with a month to date and year to date actual to budget report and forward those to the airport director, Tammy Howland, for inclusion in the monthly airport board packets?

The board feels that, without this important financial information, that we are operating blindly, and making decisions that may not be in the best interest of the airport or the county. As mentioned above, we feel that having this financial information will assist both the airport board and the airport director in making sound financial decisions regarding the operations of the airport, and that our operations will stay within the budget.

We understand that with the timing of the closure of the county's monthly financials and the airport boards monthly meetings that we may be looking at numbers that are a month old. However, the board feels that even with this timing issue, it is better to look at slightly old financial numbers than no numbers at all.

Thank you very much for your help in this matter. If you have any questions regarding this request, please feel free to contact me or Tammy Howland.

Sincerely,

Jody Patterson
Chairman – Grand County Airport Board

CANYONLANDS REGIONAL AIRPORT



MINIMUM STANDARDS for Aeronautical Activities

RECORD OF CHANGES

[illegible]

Construction document requirements; and

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.

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

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

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.

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.

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

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~~ Lease parcel sizes at the Airport shall be a minimum of 2,000 square feet, for rent calculation purposes. However, the hangar building itself may be smaller than that in size, as long as it is compatible with the neighboring hangar sizes. (see also 4.5.1)

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

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

1.4. Architecture:

- 1.4.1. 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.
- 1.4.2. 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.
- 1.4.3. Structural Requirements: All structures shall be engineered to meet the current Grand County commercial building code.
- 1.4.4. 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.
- 1.4.5. Permits: All construction of structures shall be required to obtain a

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.

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 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;

- e.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, and where indicated, Subtenants, 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.

~~e.g.~~ 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, where applicable.
[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.

h. At all times, Tenant's insurance requirements and coverage shall align with and match the insurance requirements found in the Airport Minimum Standards currently in effect at the time.

~~g.~~i. 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.~~j. 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.

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.

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, Tenant 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;
- 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, and where indicated, Subtenants, shall obtain and keep in force applicable insurance coverage as follows:
 - i. **General Liability or Commercial General 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;

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, 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;
- 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.
- 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, where applicable.
[FYI Insurance companies charge an additional fee for this.]
- g. Tenant shall provide the County with a Certificate of Insurance (COI) 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.
- h. 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.
- i. At all times, Tenant's insurance requirements and coverage shall align with and match the insurance requirements found in the Airport Minimum Standards currently in effect at the time.
- j. 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.
- k. 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.



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

Airport Property Lease and License Agreement

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AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

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

- c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").
- d. Rental Adjustments:
 - i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").
 - ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

5. HOLDING OVER

- a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.
- b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.
- c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.
- d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
- e. Additional Remedies. This provision shall not limit the County's remedies provided by Utah statute.

6. EXPIRATION / TERMINATION

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

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

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

7. COUNTY RIGHT OF FIRST REFUSAL

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

8. USES AND PRIVILEGES OF TENANT

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

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

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

9. MINIMUM STANDARDS AND RULES AND REGULATIONS

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

10. INSPECTION

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

11. IMPROVEMENTS

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

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

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

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

12. FINANCING

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

13. TAXES AND LICENSES

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

14. REPAIR AND MAINTENANCE

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

15. SNOW REMOVAL

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

16. ALTERATIONS AND ADDITIONS

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

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

17. SIGNS

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

18. FIRE EXTINGUISHERS

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

19. UTILITIES

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

20. INDEMNIFICATION

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

21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value. County strongly encourages Tenant to insure its aircraft and other personal property at Tenant's sole cost.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- c. Prior to the commencement of construction as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force insurance coverage of each policy or policies, as follows:
 - i. **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 with proof of the same, Tenant shall not be in violation of this Lease.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.
 - i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
 - ii. Certificates of insurance in a form acceptable to County shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
- g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lightning and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or

otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

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

22. DAMAGE OR DESTRUCTION

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

23. OBLIGATIONS OF COUNTY

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

States Government under the Federal Airport and Airway Development Act.

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

24. RELOCATION OF PREMISES

- a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.

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

25. DEFAULT

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

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

surrender, County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.

2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

ii. Right to Re-Enter.

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

iii. Right to Relet Premises.

1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid rent hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.
3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

- i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent

and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

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

26. COSTS AND ATTORNEY'S FEES, VENUE

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

27. CANCELLATION BY TENANT

- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
 - i. The permanent abandonment of the Airport for general aviation;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
 - iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

- b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

28. QUIET ENJOYMENT

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

29. PUBLIC RECORDS

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

30. NON-DISCRIMINATION

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

Transportation program or activity is extended, or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations as amended.

c. Affirmative Action.

- i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.

d. Human Rights Law.

- i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

e. Enforcement.

- i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.

f. Agreement Preserves Compliance.

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

31. SUBORDINATION TO AUTHORITY GOVERNMENT COMMITMENTS

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

32. RIGHT OF FLIGHT

- a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent

to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

33. NOTICE AND PLACE FOR PAYMENT OF FEES

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

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

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

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

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

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

County Attorney
125 East Center St.
Moab, Utah 84532

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

34. COMPLIANCE WITH LAWS

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

35. EVENT OF WAR OR NATIONAL EMERGENCY

- a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the

United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

36. ASSIGNMENT / TRANSFER

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

37. AMENDMENTS

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

38. SEVERABILITY

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

39. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
- c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the

meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

- d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
- e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the Parties or by any oral agreement which is not reduced to writing.
- f. The Airport reserves all rights to itself which are not expressly granted herein to Tenant.
- g. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
- h. "Tenant" as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, contractors, directors, officers, agents, members, and shareholders, and Tenant shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties:

SIGNED: _____
Allen G. Rydman DATE

SIGNED: _____
Nathan D. Rydman DATE

SIGNED: _____
Jacques Hadler, Grand County Commission Chair DATE

ATTEST: _____
Gabriel Woytek, County Clerk DATE

EXHIBIT A PREMISES

Description:

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



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

Signature

AC NO: N58653

Nathan Rydman
Name

MAKE: Cessna

160 South 200 East
Address

MODEL: 182 P

Moab, UT 84532
City / State / Zip

YEAR: 1973

435-259-7691
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: <u>N164AR</u>
<u>Allen Rydman</u> Name	MAKE: <u>Rydman – Van’s</u>
<u>P.O. Box 4</u> Address	MODEL: <u>RV-6</u>
<u>Duchesne, UT 84021</u> City / State / Zip	YEAR: <u>2007</u>
<u>801-391-4416</u> Telephone	(Attach Copy of A/C Registration)

EXHIBIT C
CERTIFICATE OF INSURANCE (COI)



Tammy Howland <thowland@grandcountyutah.net>

New hanger letter of intent

1 message

info@skydivemoab.com <skydivemoab@gmail.com>
To: Tammy Howland <thowland@grandcountyutah.net>

Tue, Oct 15, 2024 at 1:38 PM

Hey Tammy thanks for your time today.

I would like to build a 100x100 hanger for skydiving operations on the east side down towards where the taxiway is going to wrap around to the t hangers.

I would like to start construction possibly middle of November.

Please let me know if you need any more information.

Thanks,

Keith MacBeth
SkydiveMoab.com
435-259-5867

EXTENSION No. 2

This **EXTENSION Number 2** (“Extension”), made this 31st day of October, 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 twenty-four (24) 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

TENANT, REDTAIL JET CENTER, LLC

Jacques Hadler, Chair
Grand County Commission

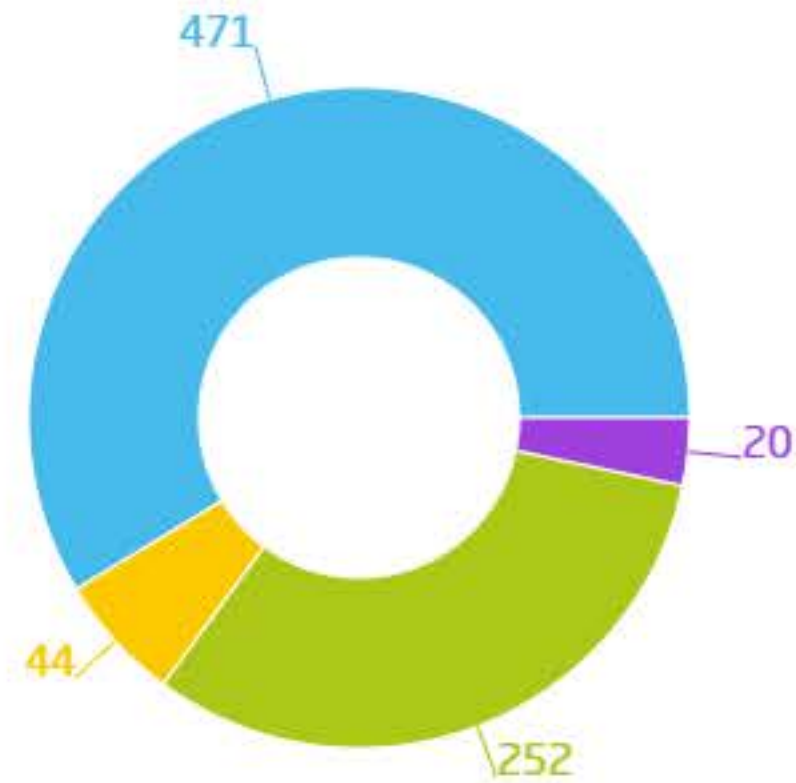
James Mabey, President

ATTEST:

Gabriel Woytek, County Clerk/Auditor

Landings per Runway

KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



Operations Based vs Visiting

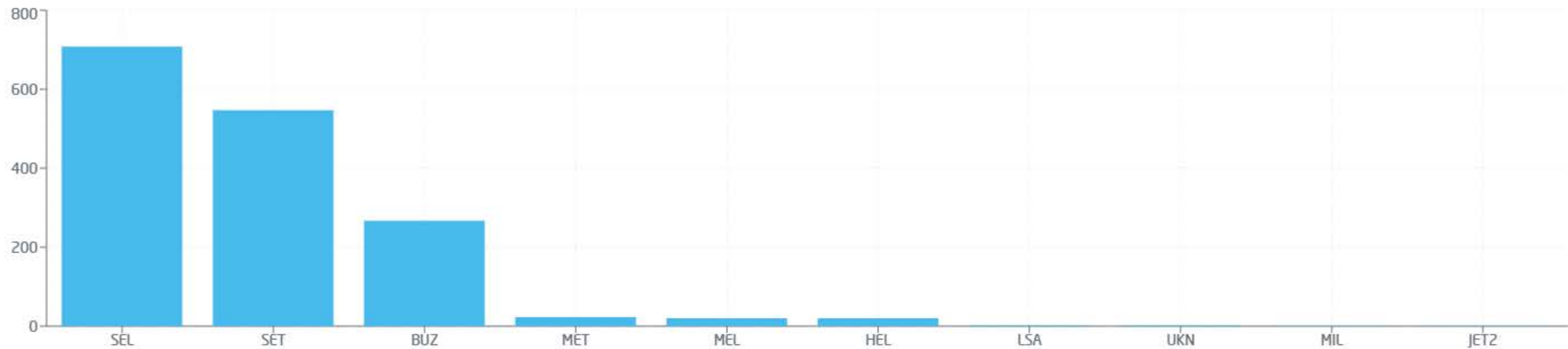
KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



■ Based
■ Visiting

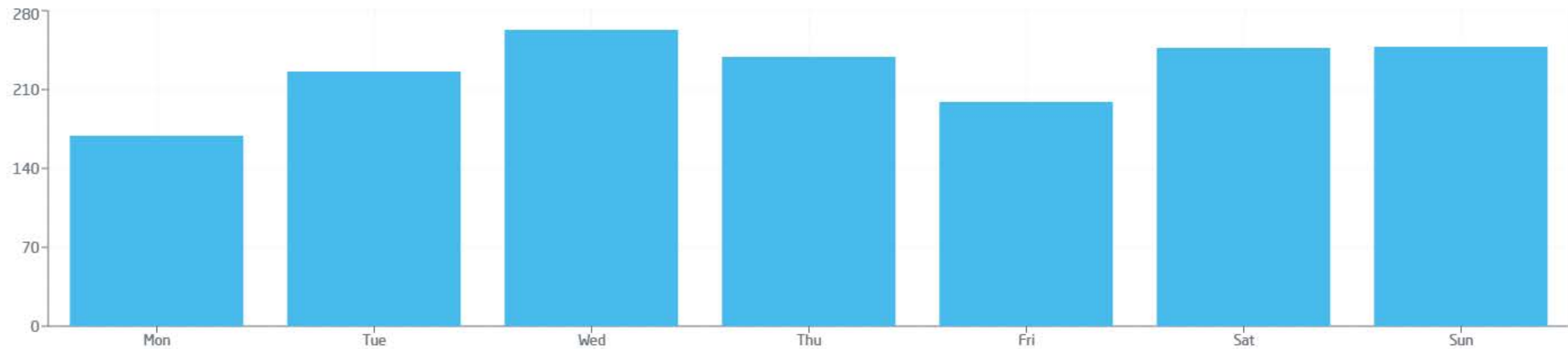
Operations by Aircraft Category

KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



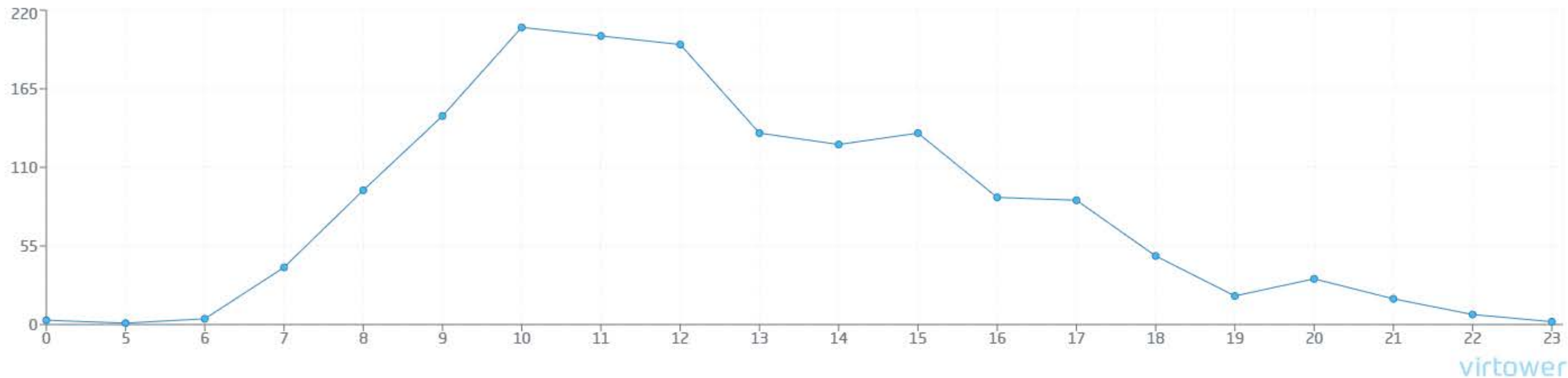
Operations by Day of Week

KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



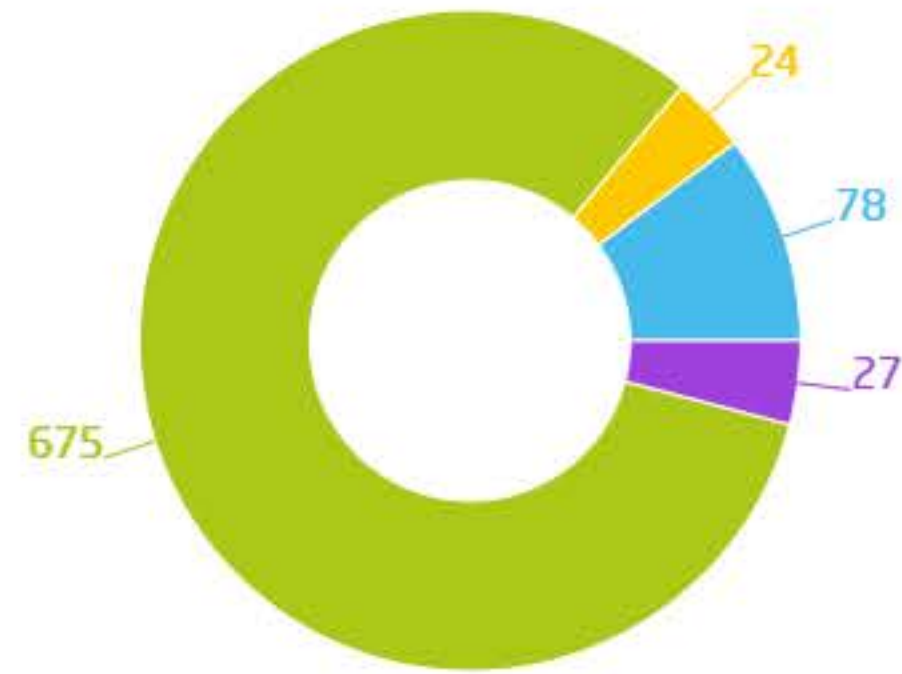
Operations per Hour (Landings & Takeoffs)

KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



Takeoffs per Runway

KCNY 10/01/2024 0:00 > 10/31/2024 23:59 LT



KCNY TO RWY 03
KCNY TO RWY 15
KCNY TO RWY 21
KCNY TO RWY 33