

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

**April 4th, 2016
5:00 P.M.**

**Grand County Council Chamber
125 E Center St
Moab, UT 84532**

- A. Call to Order
- B. Review and Approve Minutes of 3/7/16 Airport Board Meeting.
- C. Discussion of airport data.
- D. Manager report and safety related issues discussion.
- E. Discussion and consideration of new airport staff.
- F. Discussion and consideration of airport entry sculpture.
- G. Discussion and consideration of vending contract with Gary Springer for Coke machines.
- H. Discussion and consideration of new ground lease allowing businesses to operate out of hangars.
- I. Discussion and consideration of month-month office lease for Pinnacle Helicopters.
- J. Discussion and consideration of lease for fuel truck to be parked on airport for Pinnacle Helicopters.
- K. Future Considerations
- L. Closed Session (if necessary)
- M. 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: Judd Hill, Airport Manager

Date _____ Time _____

March 7th, 2016 Airport Board Minutes

Members Present: Bill Groff (Chair), Bob Greenberg (Vice-Chair), Bill Hawley, John Knowles, Norm Knapp, Jody Patterson, Dave Sakrison, Rory Paxman

A. Meeting called to order by Chair Groff at 17:02.

B. Review and Approve minutes of 2/1/16 Airport Board meeting.

1. No changes.
2. Motion to approve by Greenberg, 2nd by Knapp; unanimous vote.

C. Discussion of airport board data.

1. Jet fuel was higher than previous month, higher traffic in February.
2. Fuel prices are low, relative to other airports.

D. Manager's Report and Safety Discussion.

1. Boutique expecting to fly in March; working on getting aircraft on certificate.
2. Taxiway light project progressing; joined by Armstrong at board meeting. Project should be completed on time and under budget. 2 days of closure, not the original 10 days as in the contract.
3. TSA Fairness act bill submitted to House and Senate.
4. Armstrong helps in discussion of updates to E.A. and interactions with FAA and BLM.

E. Discussion and Consideration of airport sign contest.

1. New sign go across W. Aviation Dr. from existing sign/advertisement board.
2. Consensus was for structure of sandstone sculpture.
3. Image designed by Paulina Mundkowski was turned in on time and will be made into a billboard for airport. Request will be made to alter colors.
4. Sculpture will be designed for entrance.
5. Greenberg makes motion about consensus for moving forward with sign and sculpture, 2nd by Hawley; unanimous vote.

F. Discussion of FBO fuel storage.

1. 62,000 gallon fuel storage requested by FBO; consisting of 5 tanks. This will be for storage only, and used to fill fuel trucks. Self-serve fuel will remain.
2. Need to determine location of fuel storage.
3. Will need to develop a lease.
4. Will need to modify Airport Layout Plan and get FAA 7460 approval.
5. Will be added to a future agenda once location is determined, size is determined, containment is determined.

G. Discussion of ground transportation.

1. A letter was reviewed that will be given to companies that show up and have not paid fee. They will be billed.
2. Parking stickers will be issued to companies that have paid fees.

L. Discussion of terminal remodel project.

1. A new design was configured by Hill and Hawley.
2. New design will meet demands for C-III type aircraft (90-seat traffic through secured area).
3. New space to be added to the North, existing space will be remodeled.
4. Proposal by Hawley, unofficial 2nd by Knapp and unanimous vote to accept this design and move forward with CIB June 1 submission.
5. Public hearing in May.

L. Future Considerations.

1. N/A.

J. Adjourned at 18:07 without objections.

-End of Report-

Respectfully submitted by: Judd Hill, CNY Mgr.

Company	January	February	March	April	May	June	July	August	September	October	November	December	Total
Boutique Air - Landing	\$ -	\$ -											\$ -
Pinnacle Helicopters - Landing	\$ 7.00	\$ 10.50											\$ 17.50
Skydive Canyonlands - Landing	\$ 4.34	\$ 19.53	\$ 282.10										\$ 305.97
Skydive Canyonlands - PLA			\$ 100.00										
Skydive Moab - Landing	\$ -	\$ 13.02	\$ 290.78										\$ 303.80
Skydive Moab - PLA			\$ 100.00										
Redtail Aviation - Landing	\$ 96.54	\$ 97.38											\$ 193.92
Redtail Aviation - Fuel	\$ 368.96	\$ 435.36											\$ 804.32
Redtail Aviation - Ramp Fee	\$ 342.00	\$ 243.00											\$ 585.00
TOTAL	\$ 818.84	\$ 818.79											\$ 2,210.51

Canyonlands Field Airport Data 2016

January February March April May June July August September October November December TOTAL

Avgas Data - Gallons Used/Sold

MONTHLY TOTAL	1725.24	2567.64											4292.88
Year 2015 total	856.1	1353.7											46990.4

SS - \$5.09 (5.11 avg, 4.16-5.78)

SLC = \$5.57

Jet A Fuel Data - Gallons Used/Sold

MONTHLY TOTAL	3951.04	4130.18											8081.22
Year 2015 total	3685	3704.9											116456.3

SS - \$4.35 (4.79 avg, 2.95-5.74)

SLC = \$5.14

Fuel Flowage Fee Report

Redtail @ .06 gal	\$368.96	\$435.36											\$804.32
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Enplanement Data

Redtail	11	26											37
Boutique Air	0	0											0
Skydive Moab	0	11	240										251
Pinnacle Helicopters	8	12											20
Skydive Canyonlands	2	9	251										262
TOTAL (139 only) unofficial	11	26											37
2015 total (139 only)	258												4836

Landing Fee Report \$0.65/1k# MTOW

Boutique Air	0	0											
Boutique Air Total	\$0.00	\$0.00											\$0.00

Redtail Aviation

C-172 @ 2550#	5	13											
C-206 @ 3600#	0	0											
C-207 @ 3800#	23	19											
C-210 @ 4000#	4	3											
K-100 @ 7255#	3	3											
Redtail Total	35	38											
Redtail Landing Fees	\$96.54	\$97.38											\$193.92

Skydive Moab	0	6	134										
Skydive Moab Twin Otter SM Monthly Total	\$0.00	\$13.02	\$290.78										\$303.80

Skydive Canyonlands	2	9	130										
Skydive Canyonlands Navajo SC Monthly Total	\$4.34	\$19.53	\$282.10										\$305.97

Pinnacle Helicopters	4	6											
Monthly Total	\$7.00	\$10.50											\$17.50

Mo. Land. Fee Total	\$107.88	\$140.43											\$248.31
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Ramp Fees Collected

Acft Over 25k # @ \$225	2	1											3
Acft Over 10k # @ \$60	2	3											5
Total	4	4											8
Total \$\$\$ Collected	\$570.00	\$405.00											\$975.00
Paid to County	\$342.00	\$243.00											\$585.00

Skydive Landing Area
 Skydive Canyonlands
 Skydive Moab

\$ 100.00
 \$ 100.00

Manager Report
Canyonlands Field (CNY)
4-04-2016

1. Boutique Air is flying daily flights to SLC and DEN. We have been through several reiterations of schedule. Chamber of Commerce will do a ribbon cutting on Friday 4/8/16.
2. Boutique Air will expand schedule of 23 flights per week (through April) to 35 flights per week in May.
3. Re-federalization of T.S.A. request will be submitted ASAP for CNY. T.S.A. Fairness Act has cleared Homeland Security Committee in House and was added as the Moran_2 amendment of 2016 FAA Reauthorization Act which passed the Senate Commerce, Science, and Transportation Committee.
4. Taxiway lighting project is complete; 171 lights removed, 197 L.E.D. lights installed.
5. Our water testing has changed from quarterly to monthly, per new state requirements.
6. Multiple meetings and conversations with FAA, BLM, and Armstrong regarding new requirements for Environmental Assessment.
7. Pacific Energy and Mining Company was informally notified that their pipeline was trespassing on Grand County property.
8. Groff and Hill went to UAOA in St. George.
9. 3 companies are authorized (have paid) for ground transportation rights at CNY.
10. Weed department spent 2 days with Tammy spraying airport.
11. Consideration of fuel storage location near existing sewage lagoon.
12. Met with Airport Garage Co. about need to relocate building if terminal funding is secured.
13. E.A.A. cookout scheduled for April 16th to try and start new chapter at CNY.
14. Safety: A) Companies are getting better at getting employees signed off on 139 certification. In future, no one will be allowed to work at CNY until trained. B) Multiple complaints were made against an individual loitering in terminal for several days; individual was told it was not appropriate and left without issue.

-End of Report-

Respectfully submitted by: Judd Hill, CNY Mgr.

Hours of Coverage Required at CNY

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	
Previous Years Flight																									
April Weekday																									
April Weekend																									
Rest of Season																									
FBO Hrs (Redtail)																									
3 Full time staff (Only 2 currently)																									

Staffing Needs

Extended hours for current staff on weekend

1 additional full-time position for weekdays

1 additional part-time position for weekends/holidays

Firefighting gear for 2 new people

Firefighting training for 2 new people

1'-0"

2'-0"

2'-0"

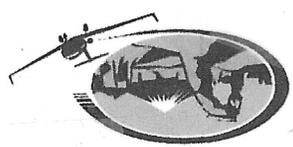
GRADE

10'

2'-0"

16'-0"

MOAB UTAH



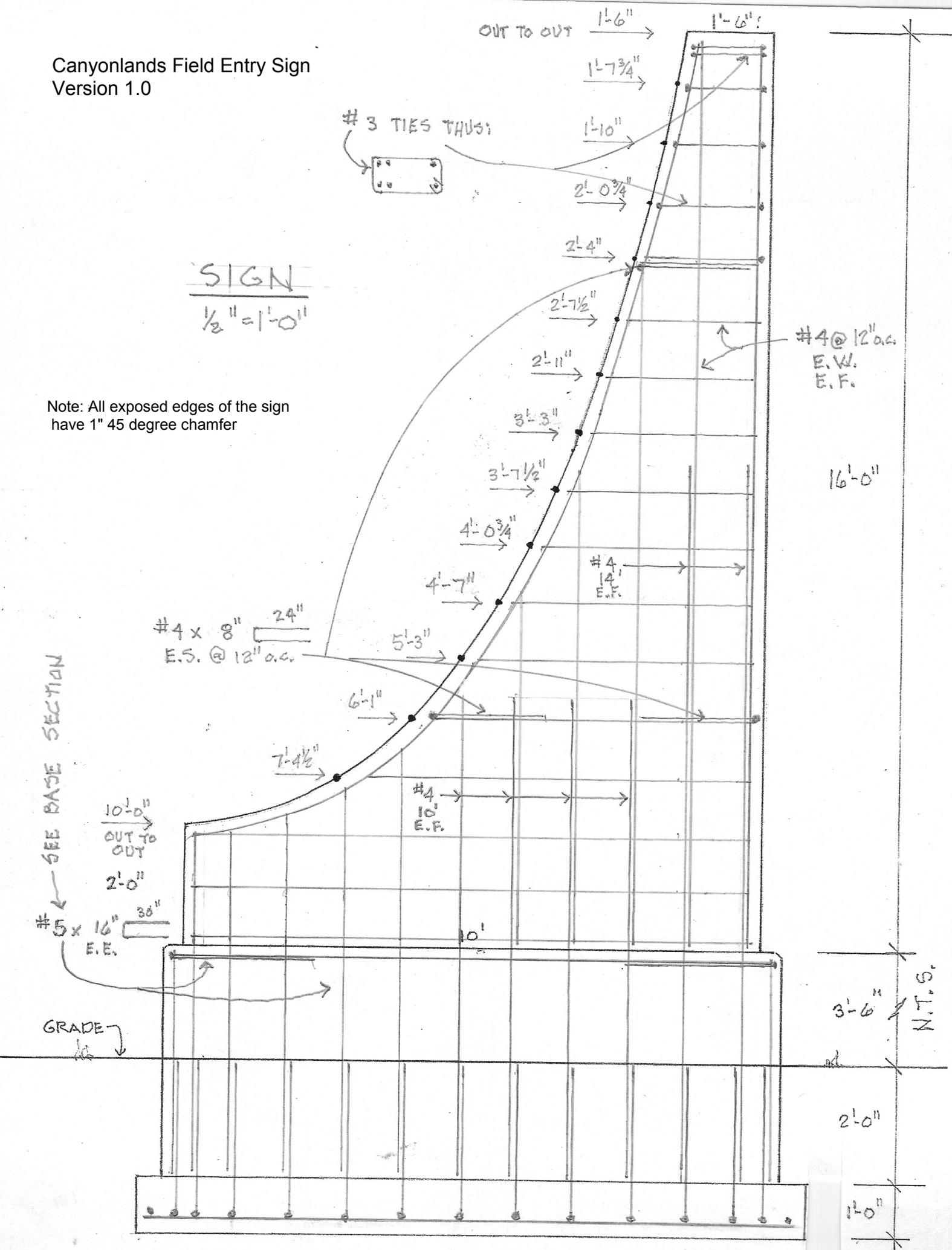
CANYONLANDS FIELD

Canyonlands Field Entry Sign
Version 1.0

SIGN
1/2" = 1'-0"

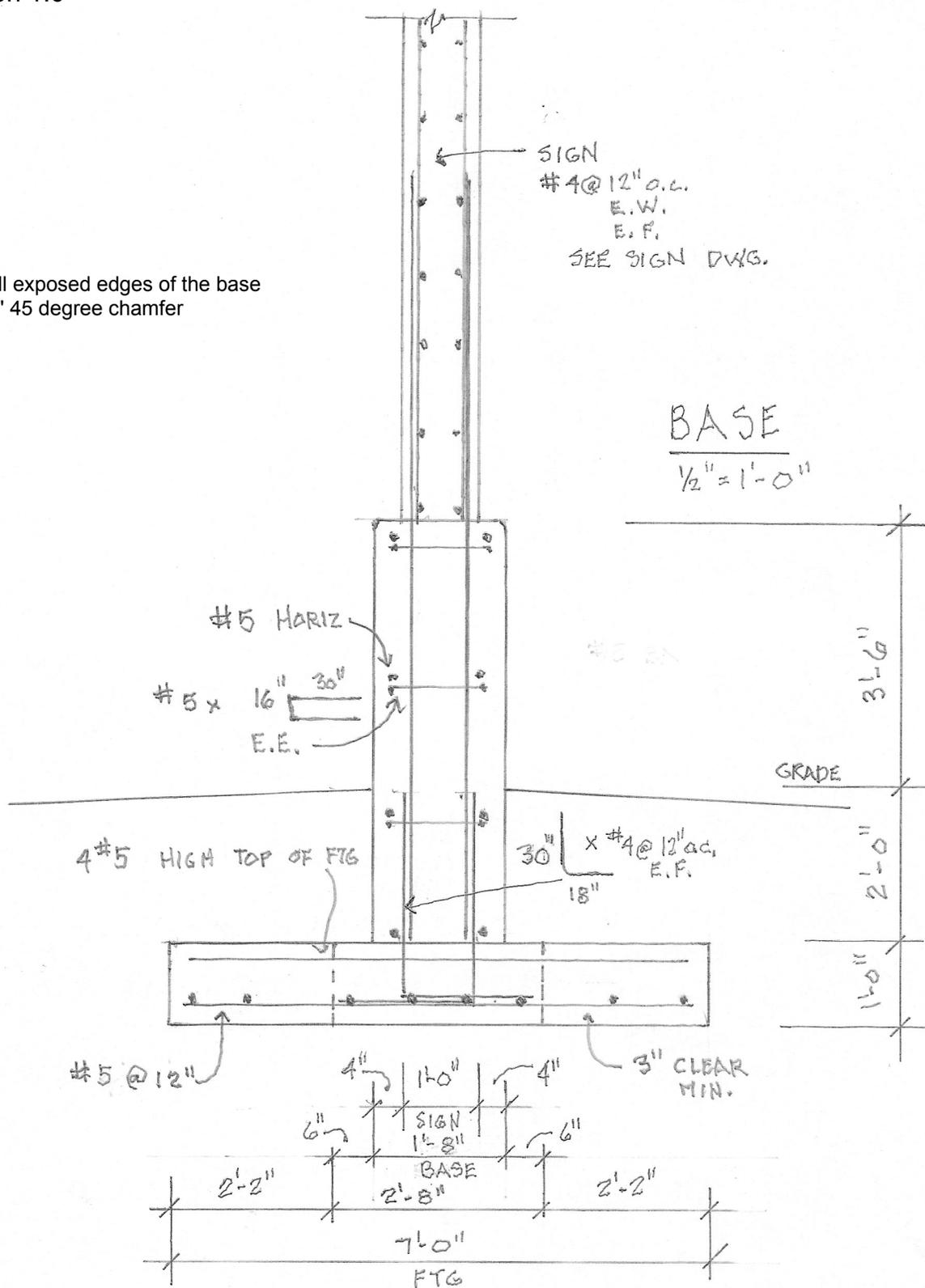
Note: All exposed edges of the sign have 1" 45 degree chamfer

SEE BASE SECTION



Canyonlands Field Entry Sign
Version 1.0

Note: All exposed edges of the base
have 1" 45 degree chamfer



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into as of the **1st** day of **February, 2016**, by and between **Grand County** (“Licensor”), whose business address is **125 East Center St., Moab, Utah 84532**, and **Gary Springer**, a Moab-based company (“Licensee”), whose business address is **PO Box 515, Moab, UT 84532**.

RECITAL

Licensor is the owner of a(n) **Airport** located at **110 W. Aviation Way** and commonly known as **Canyonlands Field** (the “Facility”).

Licensee is engaged in the business of vending machines.

Licensor wishes to make food and beverages available in the general public areas of the Airport Terminal (96 Aviation Way, Moab, UT 84532) and, to that end, wishes to have Licensee provide such vending services.

Licensor has offered to grant Licensee the right to occupy and use certain space in the Facility for the purpose of providing food and beverage vending service and Licensee is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, it is agreed as follows:

1. **Definitions.** Whenever used in this Agreement the following terms shall have the meanings indicated thereafter:

- **Premises** That portion of the Facility to be occupied by Licensee, such portion being spread throughout airport at three locations; one machine is located in terminal, one in secured area of terminal, and one next to ARFF building.
- **Term** The period of time during which Licensee may occupy the Premises, which Term shall begin on **April 1, 2016** (the “Commencement Date”) and end on **April 30, 2017** (the “Expiration Date”). This agreement will automatically renew for one year periods, unless terminated by either party upon 30 days written notice to the other.
- **License Fee** Pay a monthly fee of 10% of sales generated from the vending machine.
- **Trade Name** Gary Springer

- Permitted Use: Primarily for the sale of beverage via vending machine.
- Hours of Operation Licensee agrees to maintain products within machines throughout the year.

2. Licensee shall:

- (a) Pay the previous month's 10% airport fee on time by the 20th of the following month.
- (b) Keep and maintain the Premises, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and to maintain Licensee's personal property in an attractive and clean condition, and comply with all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor;
- (c) Provide and keep in force during the Term, for the benefit of Licensor and any other persons or entities designated by Licensor, general liability insurance for injuries to any one person, for any one accident and for property damage. Licensee shall deliver certificates of such insurance to Licensor before occupying the Premises and installing any equipment. All such policies shall include a provision that Licensor shall receive at least thirty (30) days notice prior to material change or cancellation thereof. Except in the case of the willful or negligent act or omission of Licensor, its agent or employee, and subject to paragraph 12 hereof, Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Premises by Licensee;
- (d) Use the Premises only for the Permitted Use and under Licensee's Trade Name; and
- (e) At the expiration or termination of the License, quit and surrender the Premises in the same condition as the date hereof, damage by casualty and reasonable wear and tear excepted, and Licensee shall remove its equipment and any other property therefrom and repair any damage caused by such removal. Any equipment or property not so removed at the expiration or termination date shall be deemed abandoned, but Licensee shall nonetheless remain liable for the cost of its removal.

3. Licensors shall:

(a) Permit Licensee and its agents, employees and invitees access to the Premises and the Facility throughout the Term and the right to use all of the common area associated with the Facility (e.g. rest rooms, sidewalks, access roads, parking areas, lounge and waiting areas) in the same manner as such areas are made available to and used by the employees and invitees of the Facility;

(b) Blank;

(c) Keep and maintain the Facility and the surrounding areas, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition, and uniformly enforce all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor; and

4. Alterations. Licensee will make no alterations or additions to the Premises without the written approval of Licensor, which approval will not be unreasonably withheld, conditioned or delayed.

5. Signs. Tenant shall not without the prior written approval of the County erect or display any sign on the Airport, or on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or similar devices.

Prior to erection, construction or placing of any sign on the Airport or upon the Premises, 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 the County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use thereof as stated by County in writing shall become conditions of this Lease.

6. Satellite Dish. Blank.

7. Liens. Licensee agrees not to suffer any mechanic's lien to be filed against the Premises or the Facility by reason of any work, labor, services or materials performed at or furnished to the Premises by or for Licensee.

8. Parking. Licensee shall have the right to use the gravel parking lot at the Facility for maintenance and service of machine(s).

9. Default. If Licensee fails to cure (or as to any failure which cannot reasonably be cured within ten (10) days, fails to commence and diligently pursue the cure of) any default in the payment of the License Fee or with respect to the performance of any of the terms, conditions or covenants of this Agreement within ten (10) days after written notice of such failure, then Licensor may, if it so elects, at any time thereafter terminate this Agreement

upon giving Licensee ten (10) days notice in writing, and this Agreement shall terminate on the date fixed in such notice as if such date were the date originally fixed in the Agreement for the expiration of the Term. Such right to terminate shall be in addition to any and all other rights and remedies available to Licensor at law or in equity.

10. Termination. This Agreement may be terminated by either Licensor or Licensee by giving written notice of such termination to the other party. Such notice must state the effective date of such termination, which effective date must, in the case of notice from Licensor, be at least **30** days following the date of the notice and, in the case of notice from Licensee to Licensor, at least **30** days following the date of the notice.
11. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Licensor, the same shall be mailed to the address hereinabove set forth or such other address as Licensor may hereinafter designate by notice to Licensee, and if intended for Licensee, the same shall **be mailed to Licensee at PO Box 515., Moab, Utah, 84532, Attn: Gary Springer**, or to such other address or addresses as Licensee may hereinafter designate by notice to Licensor.
12. Release and Subrogation. Licensor and Licensee each waive any right to recover against the other for damage to the Facility or the Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either Licensor or Licensee. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.
13. Holding Over. In the event that Licensee or anyone claiming under Licensee shall continue occupancy of the Premises after the expiration of the Term without any agreement in writing between Licensor and Licensee with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a License from month to month upon the covenants, provisions and conditions herein contained and at the same License Fee, prorated and payable for the period of such occupancy.
14. Quiet Enjoyment. Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all of the terms, covenants and conditions on Licensee's part to be observed and performed hereunder (subject to applicable grace or cure periods), Licensee may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Licensor or any persons lawfully claiming through Licensor.
15. Waiver of Licensor's Lien. Licensor shall not have, and hereby expressly waives any lien that it might have, whether statutory or otherwise, in Licensee's personal property, fixtures, satellite dish antenna, inventory or stock-in-trade except for property abandoned per section 2 (e) of this agreement.

16. No Rights Conferred. Nothing in this Agreement shall be deemed to confer upon Licensor any right or interest in Licensee's Trade Name, trade dress, slogans, or other property or procedures of Licensee.
17. Agreement Binding. This written Agreement, together with the exhibits hereto, constitutes all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto. This Agreement may not be modified or amended except in writing signed by each of the parties. This Agreement shall bind and be for the benefit of Licensor and Licensee and their respective heirs, beneficiaries, successors and assigns.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

Licensor:
Grand County

Licensee:
Gary Springer,

By: _____
Elizabeth Tubbs

By: _____
Gary Springer

Its: **Grand County Council Chair**

Its: **Operator**

Witness

Witness

**Ground Lease Agreement at Canyonlands Field between
[] and Grand County**

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of Month dd, yyyy, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and [], hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "**Premises**") located on Canyonlands Field (hereinafter referred to as "Airport") consisting of (ft'xft') xxxxxx square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of [] years commencing on [] and shall expire at midnight on []. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

2. RENT.

- (A) Tenant agrees to pay County during the term of this Lease an annual rent of **\$xxxxx.00**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532.**
- (B) 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 charge equal to ten percent (10%) of the total said delinquent installment of rent or other fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.
- (C) Tenant acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

- (A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:
 - a. the storage of private aircraft and related tools and equipment, and/or

- b. the storage or aircraft for the operation of a licensed business, and/or
- c. the operation of an aviation-related business.

(B) 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.

(C) 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.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) 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.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. 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. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by County in writing shall become conditions of this Lease.

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. All construction plans and specifications for any future remodeling, 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. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction

activity on the Premises, including landscaping. 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 County. The approval given by 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.

- (B) 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. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.
- (C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

- (A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, 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 (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) 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.
- (B) 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. Such Leasehold Mortgage shall not

encumber County's fee interest in the Premises or County's reversionary interests in the improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will 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, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

7. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "**Impositions**"). 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. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

8. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of the same and fully assumes all risks incident to the use thereof. 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.

9. 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. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.
- (B) If Tenant fails to make any repairs or do any work required of it under the terms of this Lease within thirty (30) days after written notice of the need therefore has been given by County to Tenant, County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

10. ALTERATIONS AND ADDITIONS

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". Tenant may at any time and 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. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. 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. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

11. 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 County or applicable service provider and County assumes no responsibility for such utilities.
- (B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. 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 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

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. Said 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.

13. INDEMNIFICATION

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 (including property and officers, employees and agents of County); (b) 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). Tenant shall not be liable for damage or injury occasioned by the negligence of County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

14. INSURANCE

- (A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars (\$2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of

Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. 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 Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

- (B) 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 County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

- (A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease and as the same may be extended as hereinafter provided.
- (B) Operation as Public Airport.
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.
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.
County reserves the right to develop, improve, and maintain all Public Airport Facilities as County shall see fit. 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. Tenant understands and agrees that there may be

inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the Premises, and the only obligation County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

17. DAMAGE OR DESTRUCTION

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, and this Lease 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. 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. 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 in conformance with Article 5. 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. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

18. 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 sixty (60) days prior written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall 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. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure, whichever comes first. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.
- (B) County shall also have the right upon (60) 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. 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.

19. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay annual rent or any other fee or other sum of money to County when the same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises and, in any such event, if 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; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

20. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

- (A) The permanent abandonment of the Airport for general aviation.
- (B) 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.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.
- (E) Tenant may exercise such right of termination by written notice to 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.

21. RIGHTS UPON TERMINATION

Upon termination of this Lease for any reason, including expiration of the full term of said Lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from the Premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this Lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of the Premises within four (4) months of said termination of this Lease.

22. NON-DISCRIMINATION

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

- (A) The Tenant for himself, his personal representatives, successors in interest and assigns, 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.
- (B) 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.
- (C) 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.

23. SPONSOR'S ASSURANCES

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

24. RIGHT OF FLIGHT

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.

25. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, 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:

[]
[]
[]
Phone: []
Email: []

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, 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 Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

26. BOARDS RIGHT TO INSPECT

Tenant agrees that County may inspect the Premises at any reasonable time with respect to fire prevention and to determine the use for which the Premises are being utilized. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar or other structures on the Leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

27. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, 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. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, 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.

29. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease 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, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease term.

31. COSTS AND ATTORNEYS' FEES

The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. 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 Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- (F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST: _____
XXXXXXXX, (owner) Date

ATTEST: _____
XXXXXXXX, Grand County Council Chair Date

ATTEST: _____
XXXXXXXXXX, County Clerk Date

Attached: Exhibit "A" Description of Lease Area

4846-9703-5567, v. 2



March 23, 2016

To: Judd Hill
Airport Manager, Canyonlands Field

Ref: Office Lease Agreement

Judd,

The Office Lease Agreement between Grand County and Pinnacle Helicopters is scheduled to expire on May 1, 2016. The lease offers the option to renew the Lease for a 1 year term upon written notice.

As you know, Pinnacle Helicopters plans to operate the business from my existing hangar, currently leased from Chuck Henderson. However, I do not wish to release the Airport Terminal counter until the approval of the new ground leases are approved and signed, legally allowing the operation of an aviation-related business from an airport hangar.

In lieu of renewing the existing Office Lease Agreement for a full year, Pinnacle Helicopters would prefer to extend the lease on a month to month basis until the new ground leases are approved and signed.

I believe this will also be beneficial for the Airport Terminal Remodel Project, as the current plan uses our existing location for the FBO counter.

Thank you,


Ben Black



March 23, 2016

To: Judd Hill
Airport Manager, Canyonlands Field

Ref: Ground Lease Agreement for Fuel Truck Storage

Judd,

The Ground Lease Agreement between Grand County and Pinnacle Helicopters for the storage of a mobile fuel truck expired on February 29, 2016. The lease offered the option to renew the Lease for a 1 year term upon written notice prior to January 30, 2016. Unfortunately, I missed the deadline for renewal notification, thus the lease is expired. I apologize for this oversight.

I am requesting a new Ground Lease Agreement, identical to the previous Lease for storage of my mobile fuel truck.

As a helicopter services company, a mobile fuel truck is required for offsite fueling capabilities for remote jobs. We often perform contract work that is away from Canyonlands Field, thus requiring the use of a fueling truck.

Standard practice in the helicopter service community is to store all vehicles and equipment required for aviation services at the home airport.

This specific fueling truck was previously owned by Sundance Helicopters in Las Vegas, NV, and was Government certified by the Office of Aviation Services as an aircraft fueling truck.

Per our conversation on March 21, 2016, you stated that the County would no longer permit such Ground Lease for storage of vehicles. If this is the case, I would request a written statement as to why we can no longer store our truck at the home airport of Pinnacle Helicopters.

Thank you,

Ben Black

A handwritten signature in black ink, appearing to be "Ben Black", written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.