

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

**May 2<sup>nd</sup>, 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 4/4/16 Airport Board Meeting.
- C. Discussion of airport data.
- D. Manager report and safety related issues discussion.
- E. Discussion and consideration of C.I.B. cost for new terminal and design approval. Public hearing for C.I.B. application set for 5/17/16 following County Council meeting.
- F. Discussion and consideration of accepting new ground lease that reflects businesses and subleases operating out of hangars.
- G. Discussion and consideration of accepting new sub-lease.
- H. Discussion and consideration of new ground lease being accepted for:
  - 1. Chuck Henderson
  - 2. Doug Carroll
  - 3. Lou Bartell
- I. Discussion and consideration of new sub-leases being accepted for:
  - 1. Ben Black from Chuck Henderson
  - 2. Clint and Keith McBeth from Chuck Henderson
  - 3. Bill Joss from Doug Carroll
  - 4. Paul Gray from Doug Carroll
- J. Future Considerations
- K. Closed Session (if necessary)
- L. 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 \_\_\_\_\_

## April 4<sup>th</sup>, 2016 Airport Board Minutes

Members Present: Bill Groff (Chair), Bob Greenberg (Vice-Chair), John Knowles, Dave Sakrison

- A. Meeting called to order by Chair Groff at 17:05.
- B. Review and Approve minutes of 3/7/16 Airport Board meeting.
  1. No changes.
  2. Motion to approve by Greenberg, 2<sup>nd</sup> by Knowles; unanimous vote.
- C. Discussion of airport board data.
  1. Fuel sales up, Jet and 100LL.
  2. Boutique Air is buying all fuel at CNY.
  3. Utilizing G.A.R.D. system, operations for airport are significantly higher than historically reported.
- D. Manager's Report and Safety Discussion.
  1. Boutique Started flying 3/30/16.
  2. Taxiway light project finished.
  3. TSA Fairness Act passed committees in House and Senate.
  4. Pacific Energy and Mining Co has an unpermitted pipeline going through Grand County property at the airport. Will continue to work to protect Grand County interests with regards to expanding airport.
- E. Discussion and consideration of new airport staff.
  1. Explanation that with the expanded flight schedule, current staffing cannot meet the demand. Will present to Council the need for 1 full-time and 1 part-time position.
  2. Motion to proceed made by Sakrison, 2<sup>nd</sup> by Greenberg; passed unanimously.
- F. Discussion and consideration of airport entry sculpture.
  1. Moving forward with sculpture.
- G. Discussion and consideration of vending contract with Gary Springer.
  1. Gary Springer will take over soda vending machines.

2. Motion made for concession contract by Sakrison, 2<sup>nd</sup> by Greenberg; unanimous vote pending conflict of interest clearing Grand County HR.

H. Discussion and consideration of new ground lease allowing businesses to operate out of hangars.

1. Changed to just discussion; needs final approval from County Attorney.
2. Tabled until next meeting.

I. Discussion and consideration of month-month office lease for Pinnacle Helicopters.

1. Month-month lease that will terminate when new leases are approved enabling business the ability to operate out of the hangar.
2. Motion made to approve lease by Sakrison, 2<sup>nd</sup> by Greenberg; unanimous vote.

J. Discussion and consideration of lease for fuel truck to be parked on airport for Pinnacle Helicopters.

1. New lease has not been approved, thus only current lease is valid. Approval for new ground lease for fuel truck parking on airside is required because notice was not given per language of contract initiated in 2015.
2. Motion made to approve new lease by Sakrison, 2<sup>nd</sup> by Knowles; unanimous vote.

K. Future Considerations.

1. N/A.

L. Adjourned at 18:02 without objections.

-End of Report-

Respectfully submitted by: Judd Hill, CNY Mgr.

# Canyonlands Field Airport Data 2016

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

## Avgas Data - Gallons Used/Sold

<b>MONTHLY TOTAL</b>	1725.24	2567.64	6712.94	8662.58																19668.4
Year 2015 total	856.1	1353.7	2675.2	3418.5																46990.4

SS - \$5.09 (5.11 avg, 4.15-5.78)

SLC = \$5.65

## Jet A Fuel Data - Gallons Used/Sold

<b>MONTHLY TOTAL</b>	3951.04	4130.18	10876.69	20880.34																39838.25
Year 2015 total	3685	3704.9	7511	11238.4																116456.3

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

SLC = \$5.21

## Fuel Flowage Fee Report

Redtail @ .06 gal	\$368.96	\$435.36	\$1,143.33	\$1,920.29																\$3,867.93
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## Enplanement Data

Boutique Air	0	0	8																	8
Redtail	11	26	59	265																361
Skydive Moab	0	11	240	280																531
Pinnacle Helicopters	8	12	73	25																118
Skydive Canyonlands	2	9	251	273																535
<b>TOTAL (139 only) unofficial</b>	<b>11</b>	<b>26</b>	<b>67</b>																	<b>104</b>
2015 total (139 only)	258	250	630																	4836

## Landing Fee Report \$0.70/1k# MTOW

Boutique Air	0	0	6																	
<b>Boutique Air Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43.89</b>																	<b>\$43.89</b>

## Redtail Aviation

C-172 @ 2550#	5	13	18	24																
C-206 @ 3600#	0	0	0	0																
C-207 @ 3800#	23	19	31	52																
C-210 @ 4000#	4	3	7	7																
K-100 @ 7255#	3	3	13	19																
<b>Redtail Total</b>	<b>35</b>	<b>38</b>	<b>69</b>	<b>102</b>																
<b>Redtail Landing Fees</b>	<b>\$96.54</b>	<b>\$97.38</b>	<b>\$200.21</b>	<b>\$297.25</b>																<b>\$691.38</b>

## Skydive Moab

Skydive Moab	0	6	134	150																
<b>Skydive Moab Twin Otter SM Monthly Total</b>	<b>\$0.00</b>	<b>\$13.02</b>	<b>\$290.78</b>	<b>\$325.50</b>																<b>\$629.30</b>

## Skydive Canyonlands

Skydive Canyonlands	2	9	130	140																
<b>Skydive Canyonlands Navajo SC Monthly Total</b>	<b>\$4.34</b>	<b>\$19.53</b>	<b>\$282.10</b>	<b>\$303.80</b>																<b>\$609.77</b>

## Pinnacle Helicopters

Pinnacle Helicopters	4	6	32	30																
<b>Monthly Total</b>	<b>\$7.00</b>	<b>\$10.50</b>	<b>\$56.00</b>	<b>\$52.50</b>																<b>\$126.00</b>

## Mo. Land. Fee Total

<b>Mo. Land. Fee Total</b>	<b>\$107.88</b>	<b>\$140.43</b>	<b>\$872.98</b>	<b>\$979.05</b>																<b>\$2,100.34</b>
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## Ramp Fees Collected

Acft Over 25k # @ \$225	2	1	1	2																<b>6</b>
Acft Over 10k # @ \$60	2	3	13	7																<b>25</b>
<b>Total</b>	<b>4</b>	<b>4</b>	<b>14</b>	<b>9</b>																<b>31</b>
Total \$\$\$ Collected	\$570.00	\$405.00	\$1,005.00	\$870.00																<b>\$2,850.00</b>
Paid to County	\$342.00	\$243.00	\$603.00	\$522.00																<b>\$1,710.00</b>

## Skydive Landing Area

Skydive Canyonlands	\$ 100.00	\$ 100.00		
Skydive Moab	\$ 100.00	\$ 100.00		

Company	January	February	March	April	May	June	July	August	September	October	November	December	Total
Boutique Air - Landing	\$ -	\$ -	\$ 43.89										\$ 43.89
Pinnacle Helicopters - Landing	\$ 7.00	\$ 10.50	\$ 56.00	\$ 52.50									\$ 73.50
Skydive Canyonlands - Landing	\$ 4.34	\$ 19.53	\$ 282.10	\$ 303.80									\$ 305.97
Skydive Canyonlands - PLA			\$ 100.00	\$ 100.00									
Skydive Moab - Landing	\$ -	\$ 13.02	\$ 290.78	\$ 325.50									\$ 303.80
Skydive Moab - PLA			\$ 100.00	\$ 100.00									
Redtail Aviation - Landing	\$ 96.54	\$ 97.38	\$ 200.21	\$ 297.25									\$ 394.13
Redtail Aviation - Fuel	\$ 368.96	\$ 435.36	\$ 1,143.23	\$ 1,920.29									\$ 1,947.55
Redtail Aviation - Ramp Fee	\$ 342.00	\$ 243.00	\$ 603.00	\$ 522.00									\$ 1,188.00
<b>Monthly TOTAL</b>	<b>\$ 818.84</b>	<b>\$ 818.79</b>	<b>\$ 2,819.21</b>										<b>\$ 4,212.95</b>

Manager Report  
Canyonlands Field (CNY)  
5-02-2016

1. County Council approved funding for 2 new positions, 1 part-time and 1 full-time. Positions close on Friday May 6<sup>th</sup> at 5PM.
2. Boutique Air has finished their first month of service. They are currently offering 46 flights per week (23 departures); they will add an additional 32 flights (16 departures) in the coming weeks. This is more that we had anticipated.
3. Chamber of Commerce ribbon cutting was held on Friday 4/8/16; about 50 people went out and they raffled off 3 round-trip tickets.
4. Treating Small Airports with Fairness Act unanimously passed the House of Representatives; the FAA Reauthorization Act (with TSA Fairness Act as an amendment) passed the Senate.
5. Re-federalization of T.S.A. request has been formally submitted to Department of Homeland Security.
6. Taxiway lighting project has been closed out; contractor is responsible for any issues arising in the next 1 year.
7. Environmental assessment continues to progress. Currently working on including needs of BLM.
8. Continue working towards expanded fuel storage tanks.
9. Added 33 tons of gravel to A1 and hangars for drainage & dust mitigation.
10. Two different power outages, 1hr and 3hrs.
11. Continue to work with Redtail on development of fuel storage farm.
12. Safety: A) All employees/tenants have completed required FAR 139 training. It is the responsibility of the company/owner/manager to make sure any new people get training prior to beginning work.

-End of Report-

Respectfully submitted by: Judd Hill, CNY Mgr.

**Cost Estimates from Chamberlin**

	Cost	sq ft	
Site Work	15	131000	\$ 1,965,000.00
New Terminal	208.5	13930	\$ 2,904,405.00
Destruction	10	4700	\$ 47,000.00
<b>Subtotal Construction</b>			<b>\$ 4,916,405.00</b>
Schematic Design	15%		\$ 737,460.75
<b>Total direct construction</b>			<b>\$ 5,653,865.75</b>
Std General Direction	3.60%		\$ 203,539.17
<b>Subtotal net construction cost</b>			<b>\$ 5,857,404.92</b>
contractor overhead/profit	5%		\$ 292,870.25
Bond	0.60%		\$ 35,144.43
<b>Estimated net construction</b>			<b>\$ 6,185,419.59</b>
Owners contingency	5%		\$ 309,270.98
<b>Total Est. Construction Cost</b>			<b>\$ 6,494,690.57</b>
<b>Soft Cost</b>			
A/E Design	7%		\$ 454,628.34
A/E Reimbursable	20,000	20000	
Fixtures/Furniture/Equipment	19.75	13930	275117.5
FFE Design	5%		13755.875
Geotech	8000		8000
IT/AV	7	13930	100435.3
Materials Testing	16000		16000
Relocate garages	30000		30000
<b>Soft Cost sum</b>			<b>\$ 917,937.02</b>
<b>Total</b>			<b>\$ 7,412,627.59</b>

**Cost Estimates Based on Sq. Feet**

	Cost	sq ft	
Site Work	15	25407	\$ 381,105.00
New Terminal	208.5	2700	\$ 562,950.00
Destruction	10	200	\$ 2,000.00
<b>Subtotal Construction</b>			<b>\$ 946,055.00</b>
Schematic Design	15%		\$ 141,908.25
<b>Total direct construction</b>			<b>\$ 1,087,963.25</b>
Std General Direction	3.60%		\$ 39,166.68
<b>Subtotal net construction cost</b>			<b>\$ 1,127,129.93</b>
contractor overhead/profit	5%		\$ 56,356.50
Bond	0.60%		\$ 6,762.78
<b>Estimated net construction</b>			<b>\$ 1,190,249.20</b>
Owners contingency	5%		\$ 59,512.46
<b>Total Est. Construction Cost</b>			<b>\$ 1,249,761.66</b>
<b>Soft Cost</b>			
A/E Design	7%		\$ 87,483.32
A/E Reimbursable	20,000	20000	
Fixtures/Furniture/Equipment	19.75	2700	53325
FFE Design	5%		2666.25
Geotech	8000		8000
IT/AV	7	2700	19467
Materials Testing	16000		16000
Relocate garages	30000		30000
<b>Soft Cost sum</b>			<b>\$ 236,941.57</b>
<b>Total</b>			<b>\$ 1,486,703.23</b>

**Cost Estimates Based on Detail Breakdown**

	Cost	sq ft	
<b>Based on Numbers sheet 3</b>			
Site Work	15	25407	\$ 381,105.00
New Terminal	208.5	2700	\$ 820,000.00
Destruction	10	200	\$ -
<b>Subtotal Construction</b>			<b>\$ 1,201,105.00</b>
Schematic Design	15%		\$ 180,165.75
<b>Total direct construction</b>			<b>\$ 1,381,270.75</b>
Std General Direction	3.60%		\$ 49,725.75
<b>Subtotal net construction cost</b>			<b>\$ 1,430,996.50</b>
contractor overhead/profit	5%		\$ 71,549.82
Bond	0.60%		\$ 8,585.98
<b>Estimated net construction</b>			<b>\$ 1,511,132.30</b>
Owners contingency	5%		\$ 75,556.62
<b>Total Est. Construction Cost</b>			<b>\$ 1,586,688.92</b>
<b>Soft Cost</b>			
A/E Design	7%		\$ 111,068.22
A/E Reimbursable	20,000	20000	
Fixtures/Furniture/Equipment	19.75	2700	53325
FFE Design	5%		2666.25
Geotech	8000		8000
IT/AV	7	2700	19467
Materials Testing	16000		16000
Relocate garages	30000		50000
<b>Soft Cost sum</b>			<b>\$ 280,526.47</b>
<b>Total</b>			<b>\$ 1,867,215.39</b>

Division	Item	# of Units	Units	Unit Price	Base Cost		# of Units	Units	Unit Price	Base Cost
<b>Division 2</b>	<b>Existing Conditions</b>					2,700 sq ft = 19.4% of new				
	Demolition - Existing garage	1	ls	\$ 47,000.00	\$ 47,000.00	Estimates are for 24%	1	ls	\$ 2,000.00	\$ 2,000.00
	Relocation - Existing garage			\$ -	\$ -	Fractions Rounded up	1		\$ 50,000.00	\$ 50,000.00
<b>Division 3</b>	<b>Concrete</b>									
	Column Footings	27	cy	\$ 335.00	\$ 9,045.00	6.48	7	cy	\$ 335.00	\$ 2,345.00
	Column Piers	5	cy	\$ 335.00	\$ 1,675.00	1.20	2	cy	\$ 335.00	\$ 670.00
	Wall Footings	41	cy	\$ 360.00	\$ 14,760.00	9.84	10	cy	\$ 360.00	\$ 3,600.00
	Stem Walls	41	cy	\$ 555.00	\$ 22,755.00	9.84	10	cy	\$ 555.00	\$ 5,550.00
	Concrete Slab - 5" thick	13,475	sf	\$ 5.20	\$ 70,070.00	3,234.00	3,250	sf	\$ 5.20	\$ 16,900.00
	Polished Concrete Flooring Finishing	11,800	sf	\$ 4.21	\$ 49,678.00	2,832.00	2,900	sf	\$ 4.21	\$ 12,209.00
<b>Division 4</b>	<b>Masonry</b>									
	4" Sandstone Veneer	4,000	sf	\$ 21.85	\$ 87,400.00	960.00	1,000	sf	\$ 21.85	\$ 21,850.00
<b>Division 5</b>	<b>Metals</b>									
	Structural Steel Framing	55	TN	\$ 6,325.00	\$ 347,875.00	13.20	14	TN	\$ 6,325.00	\$ 88,550.00
	Steel Joist Framing	15	TN	\$ 2,575.00	\$ 38,625.00	3.60	4	TN	\$ 2,575.00	\$ 10,300.00
	Steel Decking - Roof	16,000	sf	\$ 4.25	\$ 68,000.00	3,840.00	3,850	sf	\$ 4.25	\$ 16,362.50
	Miscellaneous Metals	1	ls	\$ 25,000.00	\$ 25,000.00	0.24	1	ls	\$ 25,000.00	\$ 25,000.00
<b>Division 6</b>	<b>Wood, Plastic, and Composites</b>									
	Rough Carpentry	1	ls	\$ 2,500.00	\$ 2,500.00	0.24	1	ls	\$ 2,500.00	\$ 2,500.00
	1/2" PWD Sheathing (exterior walls)	7,600	sf	\$ 1.46	\$ 11,096.00	1,824.00	1,850	sf	\$ 1.46	\$ 2,701.00
	Full Height Cabinets - Vendors	62	lf	\$ 790.00	\$ 48,980.00	14.88	-	lf	\$ 790.00	\$ -
	Base Cabinets - Pilot's Lounge	11	lf	\$ 275.00	\$ 3,025.00	2.64	-	lf	\$ 275.00	\$ -
	Base Cabinets - Vendors	96	lf	\$ 275.00	\$ 26,400.00	23.04	-	lf	\$ 275.00	\$ -
	Base Cabinets - CA Ticketing	27	lf	\$ 275.00	\$ 7,425.00	6.48	15	lf	\$ 275.00	\$ 4,125.00
	Wall Cabinets - Pilot's Lounge	11	lf	\$ 250.00	\$ 2,750.00	2.64	-	lf	\$ 250.00	\$ -
	Countertops - Solid Surface - Pilot's Lounge	11	lf	\$ 165.00	\$ 1,815.00	2.64	-	lf	\$ 165.00	\$ -
	Countertops - Solid Surface - Vendors	96	lf	\$ 165.00	\$ 15,840.00	23.04	-	lf	\$ 165.00	\$ -
	Countertops - Solid Surface - CA Ticketing	27	lf	\$ 165.00	\$ 4,455.00	6.48	15	lf	\$ 165.00	\$ 2,475.00
<b>Division 7</b>	<b>Thermal and Moisture Protection</b>									
	Dampproofing	1,325	sf	\$ 0.89	\$ 1,179.25	318.00	320	sf	\$ 0.89	\$ 284.80
	2" Rigid Foundation Insulation	1,325	sf	\$ 2.35	\$ 3,113.75	318.00	320	sf	\$ 2.35	\$ 752.00
	2" Exterior Rigid Wall Insulation	4,000	sf	\$ 2.35	\$ 9,400.00	960.00	1,000	sf	\$ 2.35	\$ 2,350.00
	6" Batt Wall Insulation	7,600	sf	\$ 0.90	\$ 6,840.00	1,824.00	2,000	sf	\$ 0.90	\$ 1,800.00
	Exterior Rigid Roof Insulation - R-30	16,600	sf	\$ 3.90	\$ 64,740.00	3,984.00	3,900	sf	\$ 3.90	\$ 15,210.00
	Under-slab Vapor Barrier	13,475	sf	\$ 1.95	\$ 26,276.25	3,234.00	3,250	sf	\$ 1.95	\$ 6,337.50
	Fluid Applied Air & Moisture Barrier	7,600	sf	\$ 0.84	\$ 6,384.00	1,824.00	2,000	sf	\$ 0.84	\$ 1,680.00
	Exterior Insulation and Finish Systems	3,400	sf	\$ 9.25	\$ 31,450.00	816.00	1,000	sf	\$ 9.25	\$ 9,250.00
	Metal Wall Panels (Flat Metal Panel)	200	sf	\$ 12.00	\$ 2,400.00	48.00	50	sf	\$ 12.00	\$ 600.00
	TPO Roofing	166	sq	\$ 205.00	\$ 34,030.00	39.84	45	sq	\$ 205.00	\$ 9,225.00
	Sheet Metal Fascia	400	lf	\$ 8.00	\$ 3,200.00	96.00	100	lf	\$ 8.00	\$ 800.00
	Sheet Metal Flashing & Trim	400	lf	\$ 4.00	\$ 1,600.00	96.00	100	lf	\$ 4.00	\$ 400.00
	Roof Hatch	1	ea	\$ 1,900.00	\$ 1,900.00	0.24	1	ea	\$ 1,900.00	\$ 1,900.00
	Joint Sealants	13,475	sf	\$ 0.55	\$ 7,411.25	3,234.00	3,300	sf	\$ 0.55	\$ 1,815.00

**Division 8 Openings**

HM Doors, Frames and Hardware (exterior)	2 ea	\$ 2,511.50	\$ 5,023.00	0.48	2 ea	\$ 2,511.50	\$ 5,023.00
Interior HM Frames - Single Door	23 ea	\$ 230.00	\$ 5,290.00	5.52	8 ea	\$ 230.00	\$ 1,840.00
Flush Wood Doors	23 ea	\$ 515.00	\$ 11,845.00	5.52	8 ea	\$ 515.00	\$ 4,120.00
Access Doors and Frames	2 ea	\$ 180.00	\$ 360.00	0.48	2 ea	\$ 180.00	\$ 360.00
Overhead Sectional Door - Baggage Screening & Storage	1 ea	\$ 2,675.00	\$ 2,675.00	0.24	1 ea	\$ 2,675.00	\$ 2,675.00
Overhead Coiling Door - Baggage Claim	2 ea	\$ 1,200.00	\$ 2,400.00	0.48	2 ea	\$ 1,200.00	\$ 2,400.00
Aluminum-Framed Entrances & Storefront	4,500 sf	\$ 40.00	\$ 180,000.00	1,080.00	1,100 sf	\$ 40.00	\$ 44,000.00
Aluminum Doors and Hardware	8 ea	\$ 3,500.00	\$ 28,000.00	1.92	4 ea	\$ 3,500.00	\$ 14,000.00
Automatic Door Operators	3 ea	\$ 2,200.00	\$ 6,600.00	0.72	3 ea	\$ 2,200.00	\$ 6,600.00
Hardware	23 ea	\$ 560.00	\$ 12,880.00	5.52	8 ea	\$ 560.00	\$ 4,480.00
Knox Box	1 ea	\$ 700.00	\$ 700.00	0.24	1 ea	\$ 700.00	\$ 700.00

**Division 9 Finishes**

Non-structural Metal Framing (6" stud 10 feet high)	560 lf	\$ 15.40	\$ 8,624.00	134.40	140 lf	\$ 15.40	\$ 2,156.00
Non-structural Metal Framing (3-5/8" stud 10 feet high)	525 lf	\$ 13.60	\$ 7,140.00	126.00	130 lf	\$ 13.60	\$ 1,768.00
Non-structural Metal Framing (2 1/2" stud 10 feet high)	40 lf	\$ 12.70	\$ 508.00	9.60	10 lf	\$ 12.70	\$ 127.00
Gypsum Board (2 sides 10 feet high)	1,125 lf	\$ 31.60	\$ 35,550.00	270.00	280 lf	\$ 31.60	\$ 8,848.00
Gypsum Board Ceilings w/suspension system (finished)	750 sf	\$ 3.96	\$ 2,970.00	180.00	185 sf	\$ 3.96	\$ 732.60
Ceramic Tile Floors (w/epoxy grout & anti-fracture membrane)	670 sf	\$ 18.50	\$ 12,395.00	160.80	165 sf	\$ 18.50	\$ 3,052.50
Ceramic Tile Walls	1,066 sf	\$ 10.50	\$ 11,193.00	255.84	260 sf	\$ 10.50	\$ 2,730.00
Acoustic Panel Ceilings	3,625 sf	\$ 5.70	\$ 20,662.50	870.00	900 sf	\$ 5.70	\$ 5,130.00
Acoustic Panel Ceilings - Wood	11,400 sf	\$ 12.50	\$ 142,500.00	2,736.00	2,800 sf	\$ 12.50	\$ 35,000.00
Base - Rubber 4" High Coved	2,000 lf	\$ 2.35	\$ 4,700.00	480.00	500 lf	\$ 2.35	\$ 1,175.00
Carpet Floor finishes (offices)	115 sy	\$ 42.00	\$ 4,830.00	27.60	28 sy	\$ 42.00	\$ 1,176.00
Painting - Ceiling	750 sf	\$ 0.95	\$ 712.50	180.00	180 sf	\$ 0.95	\$ 171.00
Finishing/Painting - Walls	11,250 sf	\$ 0.76	\$ 8,550.00	2,700.00	2,800 sf	\$ 0.76	\$ 2,128.00

**Division 10 Specialties**

Interior Signage	22 ea	\$ 65.00	\$ 1,430.00	5.28	10 ea	\$ 65.00	\$ 650.00
Cast Aluminum Letters - 10" High	24 ea	\$ 100.00	\$ 2,400.00	5.76	10 ea	\$ 100.00	\$ 1,000.00
Toilet Partitions	5 ea	\$ 1,000.00	\$ 5,000.00	1.20	5 ea	\$ 1,000.00	\$ 5,000.00
Wall & Corner Protection	15 ea	\$ 55.00	\$ 825.00	3.60	15 ea	\$ 55.00	\$ 825.00
Toilet Accessories	1 ls	\$ 6,000.00	\$ 6,000.00	0.24	1 ls	\$ 6,000.00	\$ 6,000.00
Fire Extinguishers	2 ea	\$ 85.00	\$ 170.00	0.48	2 ea	\$ 85.00	\$ 170.00
Fire Extinguisher Cabinets	2 ea	\$ 175.00	\$ 350.00	0.48	2 ea	\$ 175.00	\$ 350.00

**Division 11 Equipment**

Refrigerator w/Ice Maker	1 ea	\$ 1,500.00	\$ 1,500.00	0.24	- ea	\$ 1,500.00	\$ -
Microwave Oven	1 ea	\$ 275.00	\$ 275.00	0.24	- ea	\$ 275.00	\$ -
Dishwasher	1 ea	\$ 900.00	\$ 900.00	0.24	- ea	\$ 900.00	\$ -

**Division 12 Furnishings**

Roller Window Shades	4,500 sf	\$ 20.00	\$ 90,000.00	1,080.00	1,100 sf	\$ 20.00	\$ 22,000.00
Entrance Floor Mats & Frames	200 sf	\$ 24.00	\$ 4,800.00	48.00	50 sf	\$ 24.00	\$ 1,200.00

**Division 13 Special Construction****Division 14 Conveying Equipment**

Conveyor - CA Ticketing	27 lf	\$ 1,250.00	\$ 33,750.00	6.48	- lf	\$ 1,250.00	\$ -
Baggage Carousel	50 lf	\$ 1,750.00	\$ 87,500.00	12.00	- lf	\$ 1,750.00	\$ -

<b>Division 21 Fire Suppression</b>									
	Fire Sprinkler System (Building)	13,930	sf	\$ 3.45	\$ 48,058.50	3,343.20	6,500	sf	\$ 3.45 \$ 22,425.00
	Fire Sprinkler System (Site)	1	ls	\$ 50,000.00	\$ 50,000.00	0.24	1	ls	\$ 50,000.00 \$ 50,000.00
<b>Division 22 Plumbing</b>									
	Plumbing	13,930	sf	\$ 14.70	\$ 204,771.00	3,343.20	3,500	sf	\$ 14.70 \$ 51,450.00
<b>Division 23 Heating, Ventilation and Air Conditioning</b>									
	Heating, Ventilation and Air Conditioning	13,930	sf	\$ 18.00	\$ 250,740.00	3,343.20	3,500	sf	\$ 18.00 \$ 63,000.00
<b>Division 26 Electrical</b>									
	Electrical	13,930	sf	\$ 30.00	\$ 417,900.00	3,343.20	3,500	sf	\$ 30.00 \$ 105,000.00
<b>Division 27 Communications</b>									
<b>Division 28 Electronic Safety and Security</b>									
<b>Division 31 Earthwork</b>									
	Earthwork (Building Only)	13,930	sf	\$ 5.25	\$ 73,132.50	3,343.20	3,500	sf	\$ 5.25 \$ 18,375.00
<b>Division 32 Exterior Improvements</b>									
<b>Division 33 Utilities</b>									
	<b>Sub Total</b>				\$ 2,901,703.50				\$ 817,378.90

Division	Item	# of Units	Units	Unit Price	Base Cost		# of Units	Units	Unit Price	Base Cost
<b>Division 2</b>	<b>Existing Conditions</b>					2,700 sq ft = 19.4% of new				
	Demolition - Existing garage	1	ls	\$ 47,000.00	\$ 47,000.00	Estimates are for 24%	1	ls	\$ 2,000.00	\$ 2,000.00
	Relocation - Existing garage			\$ -	\$ -	Fractions Rounded up	1		\$ 50,000.00	\$ 50,000.00
<b>Division 3</b>	<b>Concrete</b>									
	Column Footings	27	cy	\$ 335.00	\$ 9,045.00	6.48	7	cy	\$ 335.00	\$ 2,345.00
	Column Piers	5	cy	\$ 335.00	\$ 1,675.00	1.20	2	cy	\$ 335.00	\$ 670.00
	Wall Footings	41	cy	\$ 360.00	\$ 14,760.00	9.84	10	cy	\$ 360.00	\$ 3,600.00
	Stem Walls	41	cy	\$ 555.00	\$ 22,755.00	9.84	10	cy	\$ 555.00	\$ 5,550.00
	Concrete Slab - 5" thick	13,475	sf	\$ 5.20	\$ 70,070.00	3,234.00	3,250	sf	\$ 5.20	\$ 16,900.00
	Polished Concrete Flooring Finishing	11,800	sf	\$ 4.21	\$ 49,678.00	2,832.00	2,900	sf	\$ 4.21	\$ 12,209.00
<b>Division 4</b>	<b>Masonry</b>									
	4" Sandstone Veneer	4,000	sf	\$ 21.85	\$ 87,400.00	960.00	1,000	sf	\$ 21.85	\$ 21,850.00
<b>Division 5</b>	<b>Metals</b>									
	Structural Steel Framing	55	TN	\$ 6,325.00	\$ 347,875.00	13.20	14	TN	\$ 6,325.00	\$ 88,550.00
	Steel Joist Framing	15	TN	\$ 2,575.00	\$ 38,625.00	3.60	4	TN	\$ 2,575.00	\$ 10,300.00
	Steel Decking - Roof	16,000	sf	\$ 4.25	\$ 68,000.00	3,840.00	3,850	sf	\$ 4.25	\$ 16,362.50
	Miscellaneous Metals	1	ls	\$ 25,000.00	\$ 25,000.00	0.24	1	ls	\$ 25,000.00	\$ 25,000.00
<b>Division 6</b>	<b>Wood, Plastic, and Composites</b>									
	Rough Carpentry	1	ls	\$ 2,500.00	\$ 2,500.00	0.24	1	ls	\$ 2,500.00	\$ 2,500.00
	1/2" PWD Sheathing (exterior walls)	7,600	sf	\$ 1.46	\$ 11,096.00	1,824.00	1,850	sf	\$ 1.46	\$ 2,701.00
	Full Height Cabinets - Vendors	62	lf	\$ 790.00	\$ 48,980.00	14.88	-	lf	\$ 790.00	\$ -
	Base Cabinets - Pilot's Lounge	11	lf	\$ 275.00	\$ 3,025.00	2.64	-	lf	\$ 275.00	\$ -
	Base Cabinets - Vendors	96	lf	\$ 275.00	\$ 26,400.00	23.04	-	lf	\$ 275.00	\$ -
	Base Cabinets - CA Ticketing	27	lf	\$ 275.00	\$ 7,425.00	6.48	15	lf	\$ 275.00	\$ 4,125.00
	Wall Cabinets - Pilot's Lounge	11	lf	\$ 250.00	\$ 2,750.00	2.64	-	lf	\$ 250.00	\$ -
	Countertops - Solid Surface - Pilot's Lounge	11	lf	\$ 165.00	\$ 1,815.00	2.64	-	lf	\$ 165.00	\$ -
	Countertops - Solid Surface - Vendors	96	lf	\$ 165.00	\$ 15,840.00	23.04	-	lf	\$ 165.00	\$ -
	Countertops - Solid Surface - CA Ticketing	27	lf	\$ 165.00	\$ 4,455.00	6.48	15	lf	\$ 165.00	\$ 2,475.00
<b>Division 7</b>	<b>Thermal and Moisture Protection</b>									
	Dampproofing	1,325	sf	\$ 0.89	\$ 1,179.25	318.00	320	sf	\$ 0.89	\$ 284.80
	2" Rigid Foundation Insulation	1,325	sf	\$ 2.35	\$ 3,113.75	318.00	320	sf	\$ 2.35	\$ 752.00
	2" Exterior Rigid Wall Insulation	4,000	sf	\$ 2.35	\$ 9,400.00	960.00	1,000	sf	\$ 2.35	\$ 2,350.00
	6" Batt Wall Insulation	7,600	sf	\$ 0.90	\$ 6,840.00	1,824.00	2,000	sf	\$ 0.90	\$ 1,800.00
	Exterior Rigid Roof Insulation - R-30	16,600	sf	\$ 3.90	\$ 64,740.00	3,984.00	3,900	sf	\$ 3.90	\$ 15,210.00
	Under-slab Vapor Barrier	13,475	sf	\$ 1.95	\$ 26,276.25	3,234.00	3,250	sf	\$ 1.95	\$ 6,337.50
	Fluid Applied Air & Moisture Barrier	7,600	sf	\$ 0.84	\$ 6,384.00	1,824.00	2,000	sf	\$ 0.84	\$ 1,680.00
	Exterior Insulation and Finish Systems	3,400	sf	\$ 9.25	\$ 31,450.00	816.00	1,000	sf	\$ 9.25	\$ 9,250.00
	Metal Wall Panels (Flat Metal Panel)	200	sf	\$ 12.00	\$ 2,400.00	48.00	50	sf	\$ 12.00	\$ 600.00
	TPO Roofing	166	sq	\$ 205.00	\$ 34,030.00	39.84	45	sq	\$ 205.00	\$ 9,225.00
	Sheet Metal Fascia	400	lf	\$ 8.00	\$ 3,200.00	96.00	100	lf	\$ 8.00	\$ 800.00
	Sheet Metal Flashing & Trim	400	lf	\$ 4.00	\$ 1,600.00	96.00	100	lf	\$ 4.00	\$ 400.00
	Roof Hatch	1	ea	\$ 1,900.00	\$ 1,900.00	0.24	1	ea	\$ 1,900.00	\$ 1,900.00
	Joint Sealants	13,475	sf	\$ 0.55	\$ 7,411.25	3,234.00	3,300	sf	\$ 0.55	\$ 1,815.00

**Division 8 Openings**

HM Doors, Frames and Hardware (exterior)	2 ea	\$ 2,511.50	\$ 5,023.00	0.48	2 ea	\$ 2,511.50	\$ 5,023.00
Interior HM Frames - Single Door	23 ea	\$ 230.00	\$ 5,290.00	5.52	8 ea	\$ 230.00	\$ 1,840.00
Flush Wood Doors	23 ea	\$ 515.00	\$ 11,845.00	5.52	8 ea	\$ 515.00	\$ 4,120.00
Access Doors and Frames	2 ea	\$ 180.00	\$ 360.00	0.48	2 ea	\$ 180.00	\$ 360.00
Overhead Sectional Door - Baggage Screening & Storage	1 ea	\$ 2,675.00	\$ 2,675.00	0.24	1 ea	\$ 2,675.00	\$ 2,675.00
Overhead Coiling Door - Baggage Claim	2 ea	\$ 1,200.00	\$ 2,400.00	0.48	2 ea	\$ 1,200.00	\$ 2,400.00
Aluminum-Framed Entrances & Storefront	4,500 sf	\$ 40.00	\$ 180,000.00	1,080.00	1,100 sf	\$ 40.00	\$ 44,000.00
Aluminum Doors and Hardware	8 ea	\$ 3,500.00	\$ 28,000.00	1.92	4 ea	\$ 3,500.00	\$ 14,000.00
Automatic Door Operators	3 ea	\$ 2,200.00	\$ 6,600.00	0.72	3 ea	\$ 2,200.00	\$ 6,600.00
Hardware	23 ea	\$ 560.00	\$ 12,880.00	5.52	8 ea	\$ 560.00	\$ 4,480.00
Knox Box	1 ea	\$ 700.00	\$ 700.00	0.24	1 ea	\$ 700.00	\$ 700.00

**Division 9 Finishes**

Non-structural Metal Framing (6" stud 10 feet high)	560 lf	\$ 15.40	\$ 8,624.00	134.40	140 lf	\$ 15.40	\$ 2,156.00
Non-structural Metal Framing (3-5/8" stud 10 feet high)	525 lf	\$ 13.60	\$ 7,140.00	126.00	130 lf	\$ 13.60	\$ 1,768.00
Non-structural Metal Framing (2 1/2" stud 10 feet high)	40 lf	\$ 12.70	\$ 508.00	9.60	10 lf	\$ 12.70	\$ 127.00
Gypsum Board (2 sides 10 feet high)	1,125 lf	\$ 31.60	\$ 35,550.00	270.00	280 lf	\$ 31.60	\$ 8,848.00
Gypsum Board Ceilings w/suspension system (finished)	750 sf	\$ 3.96	\$ 2,970.00	180.00	185 sf	\$ 3.96	\$ 732.60
Ceramic Tile Floors (w/epoxy grout & anti-fracture membrane)	670 sf	\$ 18.50	\$ 12,395.00	160.80	165 sf	\$ 18.50	\$ 3,052.50
Ceramic Tile Walls	1,066 sf	\$ 10.50	\$ 11,193.00	255.84	260 sf	\$ 10.50	\$ 2,730.00
Acoustic Panel Ceilings	3,625 sf	\$ 5.70	\$ 20,662.50	870.00	900 sf	\$ 5.70	\$ 5,130.00
Acoustic Panel Ceilings - Wood	11,400 sf	\$ 12.50	\$ 142,500.00	2,736.00	2,800 sf	\$ 12.50	\$ 35,000.00
Base - Rubber 4" High Coved	2,000 lf	\$ 2.35	\$ 4,700.00	480.00	500 lf	\$ 2.35	\$ 1,175.00
Carpet Floor finishes (offices)	115 sy	\$ 42.00	\$ 4,830.00	27.60	28 sy	\$ 42.00	\$ 1,176.00
Painting - Ceiling	750 sf	\$ 0.95	\$ 712.50	180.00	180 sf	\$ 0.95	\$ 171.00
Finishing/Painting - Walls	11,250 sf	\$ 0.76	\$ 8,550.00	2,700.00	2,800 sf	\$ 0.76	\$ 2,128.00

**Division 10 Specialties**

Interior Signage	22 ea	\$ 65.00	\$ 1,430.00	5.28	10 ea	\$ 65.00	\$ 650.00
Cast Aluminum Letters - 10" High	24 ea	\$ 100.00	\$ 2,400.00	5.76	10 ea	\$ 100.00	\$ 1,000.00
Toilet Partitions	5 ea	\$ 1,000.00	\$ 5,000.00	1.20	5 ea	\$ 1,000.00	\$ 5,000.00
Wall & Corner Protection	15 ea	\$ 55.00	\$ 825.00	3.60	15 ea	\$ 55.00	\$ 825.00
Toilet Accessories	1 ls	\$ 6,000.00	\$ 6,000.00	0.24	1 ls	\$ 6,000.00	\$ 6,000.00
Fire Extinguishers	2 ea	\$ 85.00	\$ 170.00	0.48	2 ea	\$ 85.00	\$ 170.00
Fire Extinguisher Cabinets	2 ea	\$ 175.00	\$ 350.00	0.48	2 ea	\$ 175.00	\$ 350.00

**Division 11 Equipment**

Refrigerator w/Ice Maker	1 ea	\$ 1,500.00	\$ 1,500.00	0.24	- ea	\$ 1,500.00	\$ -
Microwave Oven	1 ea	\$ 275.00	\$ 275.00	0.24	- ea	\$ 275.00	\$ -
Dishwasher	1 ea	\$ 900.00	\$ 900.00	0.24	- ea	\$ 900.00	\$ -

**Division 12 Furnishings**

Roller Window Shades	4,500 sf	\$ 20.00	\$ 90,000.00	1,080.00	1,100 sf	\$ 20.00	\$ 22,000.00
Entrance Floor Mats & Frames	200 sf	\$ 24.00	\$ 4,800.00	48.00	50 sf	\$ 24.00	\$ 1,200.00

**Division 13 Special Construction****Division 14 Conveying Equipment**

Conveyor - CA Ticketing	27 lf	\$ 1,250.00	\$ 33,750.00	6.48	- lf	\$ 1,250.00	\$ -
Baggage Carousel	50 lf	\$ 1,750.00	\$ 87,500.00	12.00	- lf	\$ 1,750.00	\$ -

<b>Division 21 Fire Suppression</b>									
	Fire Sprinkler System (Building)	13,930	sf	\$ 3.45	\$ 48,058.50	3,343.20	6,500	sf	\$ 3.45 \$ 22,425.00
	Fire Sprinkler System (Site)	1	ls	\$ 50,000.00	\$ 50,000.00	0.24	1	ls	\$ 50,000.00 \$ 50,000.00
<b>Division 22 Plumbing</b>									
	Plumbing	13,930	sf	\$ 14.70	\$ 204,771.00	3,343.20	3,500	sf	\$ 14.70 \$ 51,450.00
<b>Division 23 Heating, Ventilation and Air Conditioning</b>									
	Heating, Ventilation and Air Conditioning	13,930	sf	\$ 18.00	\$ 250,740.00	3,343.20	3,500	sf	\$ 18.00 \$ 63,000.00
<b>Division 26 Electrical</b>									
	Electrical	13,930	sf	\$ 30.00	\$ 417,900.00	3,343.20	3,500	sf	\$ 30.00 \$ 105,000.00
<b>Division 27 Communications</b>									
<b>Division 28 Electronic Safety and Security</b>									
<b>Division 31 Earthwork</b>									
	Earthwork (Building Only)	13,930	sf	\$ 5.25	\$ 73,132.50	3,343.20	3,500	sf	\$ 5.25 \$ 18,375.00
<b>Division 32 Exterior Improvements</b>									
<b>Division 33 Utilities</b>									
	<b>Sub Total</b>				\$ 2,901,703.50				\$ 817,378.90

**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 1<sup>st</sup> 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**

**SUBLEASE TO PRIME GROUND LEASE  
FOR USE AT CANYONLANDS FIELD AIRPORT**

THIS SUBLEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_ (“**Sublandlord**”) and \_\_\_\_\_ (“**Subtenant**”). This sublease is required under the Prime Lease that the above “Sublandlord” has with Grand County (sometimes referred to herein as “**Landlord**”) as outlined in Paragraph 29 of the Prime Lease, and must be approved by Grand County prior to occupying property.

1. BASIC SUBLEASE PROVISIONS.

A. Property Address: [\_\_\_\_\_] W. Aviation Way  
Canyonlands Field Airport  
Moab, UT 84532

B. Subtenant:  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone 1: \_\_\_\_\_  
Phone 2: \_\_\_\_\_  
Email: \_\_\_\_\_

C. Sublandlord:  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone 1: \_\_\_\_\_  
Phone 2: \_\_\_\_\_  
Email: \_\_\_\_\_

D. Sublease Term: \_\_\_\_\_

E. Sublease Annual Rent: \_\_\_\_\_

F. Description of Subleased Premises: **Exhibit ‘A’**

G. Landlord: Grand County, UT

H. Landlord’s  
Address (for notices): County Clerk  
Grand County  
125 East Center  
Moab, UT 84532

2. PRIME LEASE.

Sublandlord is the tenant of the Property under that certain Ground Lease Agreement at Canyons Field, dated [\_\_\_\_\_], between Landlord and Sublandlord (the “**Prime Lease**”), a copy of which is attached hereto as **Exhibit ‘B’**. Sublandlord represents and warrants to Subtenant that (a) the Prime Lease is, as of the date hereof, in full force and effect, (b) no event of default has occurred under the Prime Lease and, to Sublandlord’s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure, and (c) Sublandlord shall at all times pay the rent due under the Prime Lease when and as the same becomes due.

3. SUBLEASE.

Sublandlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Subtenant to be performed, hereby subleases to the Subtenant, and the Subtenant accepts from the Sublandlord, the area described above in Section 1(E).

4. TERM.

The term of this Lease (hereinafter “**Term**”) is as stated above in Section 1(D). The term of this sublease shall not exceed the term established in the Prime Lease.

5. POSSESSION.

Sublandlord agrees to deliver possession of the Subleased Premises on or before the initial date of the Term in good repair and suitable condition for the uses permitted below.

6. SUBTENANT’S USE AND ACCESS.

The Subleased Premises shall be used in accordance with activities described in Paragraph 3 of the Prime Lease and for no other purpose. Sublandlord and Landlord shall have the right to access the Subleased Premises without prior notice to inspect the same and to confirm that Subtenant is using the Subleased Premises in accordance with this Sublease and the Prime Lease.

7. RENT.

Subtenant covenants to pay to Sublandlord the Sublease Annual Rent in consecutive annual installments at the address set forth in Section 1(C) above or at such other place as Sublandlord may designate, in advance on or before the first day of each lease year during the Term, commencing on the Effective Date and on each annual anniversary of the Effective Date during the Term.

8. SUBTENANT'S OBLIGATIONS.

A. Subtenant shall be responsible for all maintenance of and repairs and replacements to the interior of the Subleased Premises.

B. Subtenant shall be responsible for, and shall pay for any and all insurance desired by Subtenant with respect to Subtenant’s personal property stored at the Subleased Premises. Subtenant waives any claims against Landlord and Sublandlord with respect to property damage to the Subleased Premises or its contents.

C. Subtenant shall promptly pay for the work described in Section 8(A) hereof and Subtenant shall, at Subtenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force with respect to the Subleased Premises, except that Subtenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Subleased Premises.

9. RULES.

Subtenant agrees to comply with rules and regulations that Landlord or Sublandlord has made or may hereafter from time to time make for the Property. Sublandlord shall not be liable in any way for damage caused by the non-observance by any of the other Subtenants of such similar covenants in their subleases or of such rules and regulations.

10. FIRE OR CASUALTY.

In the event of a fire or other casualty affecting the Subleased Premises, Sublandlord shall perform its obligations under the Prime Lease.

12. ALTERATIONS.

Subtenant shall not make any alterations in or additions to the Subleased Premises without prior approval of the Sublandlord, and the Landlord as described under the Prime Lease.

13. SURRENDER.

Upon the expiration or termination of this Sublease or of the Subtenant's right to possession of the Subleased Premises, Subtenant will at once surrender and deliver up the Subleased Premises to Sublandlord in good condition and repair, reasonable wear and tear excepted. Any personal property remaining in the Subleased Premises shall be deemed abandoned by Subtenant and may be disposed of as Sublandlord sees fit with no obligation to account to Subtenant therefor.

14. HOLDING OVER.

Subtenant shall have no right to occupy the Subleased Premises after the expiration of this Sublease or after termination of this Sublease or of Subtenant's right to possession in consequence of an Event of Default hereunder.

15. ENCUMBERING TITLE.

Subtenant shall not do any act which shall in any way encumber the title of Landlord or Sublandlord in and to the Property.

16. INDEMNITY AND HOLD HARMLESS.

A. Subtenant shall indemnify, protect, defend and hold harmless the Subleased Premises, Sublandlord, Landlord, and their agents, employees, members and managers, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys'

and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the occupancy of the Subleased Premises by Subtenant, any act, omission or neglect of Subtenant, its agents, employees or invitees. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Sublandlord or Landlord) litigated and/or reduced to judgment. Sublandlord or Landlord need not have first paid any such claim in order to be so indemnified. The provisions of this Section shall survive the expiration or termination of this Sublease.

B. Subtenant shall also indemnify and hold Sublandlord harmless from all losses, damages, liabilities and expenses which Sublandlord may incur, or for which Sublandlord may be liable to Landlord, arising from the acts or omissions of Subtenant which are the subject matter of any indemnity or hold harmless of Sublandlord to Landlord under the Prime Lease.

C. Neither Sublandlord nor Landlord shall be liable for any loss of property by theft or burglary or for any damage to person or property resulting from electric lighting, or water, rain or snow, or other Act of God which may come into or issue or flow from any part of Canyonlands Field or from the pipes thereof, or that may be caused by Landlord's employees or, in the case of Landlord, from any other cause or, in the case of Sublandlord, from any other cause except the gross negligence or willful misconduct of Sublandlord, and Subtenant agrees to make no claim for any such loss or damage at any time.

#### 17. DEFAULTS.

Subtenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Subtenant fails to pay within ten (10) days after notice from Sublandlord any payment required hereunder; or

B. Subtenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Subtenant, and such default shall continue for thirty (30) days after notice thereof in writing to Subtenant; or

C. Subtenant becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

D. Subtenant violates any provision of the Prime Lease.

#### 18. REMEDIES.

Upon the occurrence of any one or more Events of Default, Sublandlord may exercise any remedy against Subtenant which Landlord may exercise for default by Sublandlord under the Prime Lease or as otherwise permitted under applicable law.

#### 19. NOTICES AND CONSENTS.

All notices that may or are required to be given by either party to the other shall be in writing and sent to the addresses specified in Section 1(B) and Section 1(C) or such other place as either party may from time to time designate by notice to the other. Notice shall be deemed given when received or

refused if sent by United States registered or certified mail, postage prepaid, return receipt requested, or when received if sent by overnight commercial courier service.

## 20. PROVISIONS REGARDING PRIME LEASE.

This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Subtenant the benefits of this Sublease and of those provisions of the Prime Lease which benefit a party in possession of all or part of the Premises leased pursuant to the Prime Lease, and in order to protect Sublandlord against a default by Subtenant which might cause a default or event of default by Sublandlord under the Prime Lease:

A. Provided Subtenant shall timely pay all Sublease Annual Rent when and as due under this Sublease, Sublandlord shall pay, when and as due, all base rent, additional rent and other charges payable by Sublandlord to Landlord under the Prime Lease;

B. Except as otherwise expressly provided herein, Sublandlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Subleased Premises and which are not otherwise to be performed hereunder by Subtenant on behalf of Sublandlord. For example, Sublandlord shall keep in full force and effect all insurance on the Subleased Premises required of Sublandlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Subtenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon a party in possession of all or part of the Property, including, without limitation, the maintenance of all insurances required pursuant to the Prime Lease except for property insurance which shall be maintained by Sublandlord. If practicable, Subtenant shall perform affirmative covenants which are also covenants of Sublandlord under the Prime Lease at least five (5) days prior to the date when Sublandlord's performance is required under the Prime Lease. Sublandlord shall have the right to enter the Subleased Premises to cure any default by Subtenant under this Section.

## 21. ASSIGNMENT.

Subtenant may assign this Sublease or sublet the Subleased Premises only with the prior written consent of the Landlord and Sublandlord, which consent will not be unreasonably withheld.

## 22. FORCE MAJEURE.

Sublandlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Sublandlord's part to be performed, if Sublandlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, interruption or failure of power or other services of any kind, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Subtenant or any other Subtenant under the Prime Lease, or their agents, employees and invitees or any other cause beyond the reasonable control of Sublandlord. This Section shall not be applicable,

however, if Sublandlord's failure timely to perform creates a default by Sublandlord under the Prime Lease.

23. MISCELLANEOUS.

A. Subject to the provisions of Section 21, this Sublease shall be binding upon the parties, their personal and legal representatives, heirs, successors and assigns and be governed by the laws of the State of Utah.

B. Any litigation between the parties hereto concerning this Lease shall be initiated in the state district court in and for Grand County and the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees.

C. If any conflict arises between the interpretation of this Lease and the Prime Lease, then the language of the Prime Lease shall govern.

D. This Sublease shall not be effective unless and until Landlord has executed and delivered to Sublandlord and Subtenant a Consent of Landlord in the form attached hereto as **Exhibit 'C'**, the terms of which Sublandlord and Subtenant expressly acknowledge they agree with and are subject to and bound by executing this Sublease and delivering the same to Landlord for review and approval.

The parties have executed this Sublease the day and year first above written.

SUBLANDLORD:

SUBTENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A  
To  
Sublease To Prime Ground Lease  
For Use at Canyonlands Field Airport  
(Depiction of the Subleased Premises)

Exhibit B  
To  
Sublease To Prime Ground Lease  
For Use at Canyonlands Field Airport  
  
(Copy of Prime Lease)

Exhibit C  
To  
Sublease To Prime Ground Lease  
For Use at Canyonlands Field Airport

(Consent of Landlord)

THIS CONSENT (this “**Consent**”) is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Grand County**, a municipality of the State of Utah (“**Landlord**”), in favor of \_\_\_\_\_ (“**Sublandlord**”), and \_\_\_\_\_ (“**Subtenant**”).

1. Landlord and Sublandlord are parties to that certain Ground Lease Agreement at Canyons Field, dated [\_\_\_\_\_] (the “**Prime Lease**”), with respect to that certain ground leased Premises located in Grand County, Utah, as more particularly defined in the Prime Lease (the “**Premises**”). (All terms capitalized but not defined in this Consent shall have the same meaning as set forth in the Prime Lease.)

2. Sublandlord desires to sublease the Subleased Premises to Subtenant pursuant to the terms of a separate Sublease to be entered into between Sublandlord and Subtenant (the “**Sublease**”).

3. Sublandlord consents to the sublease of the Subleased Premises by Sublandlord to Subtenant pursuant to the Sublease, provided such Sublease is in the form to which this Consent is attached, provided, however, that:

(a) such consent does not (i) relieve, release or discharge Sublandlord of any obligation to be paid or performed by Sublandlord under the Prime Lease, including, without limitation, the payment of rent and other amounts when due under the Prime Lease, whether occurring before or after such consent or the date of the Sublease, and Sublandlord will not be released from any liability under the Prime Lease because of Sublandlord’s failure to give notice of default by Subtenant under or with respect to any of the provisions of the Prime Lease, but rather Sublandlord and, with respect to the Subleased Premises (except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), Subtenant shall be jointly and severally primarily liable for such payment and performance, (ii) constitute consent by Sublandlord to, approval or ratification by Sublandlord of, or agreement by Sublandlord with, any particular provision of the Sublease or a representation or warranty by Sublandlord with respect to the Sublease, and Sublandlord shall not in any respect or for any purpose be bound or estopped by the Sublease, or (iii) constitute a consent to any change, alteration, addition, improvement or repair to the Subleased Premises, including the installation of signage, which must be separately obtained from Landlord by Sublandlord in accordance with the provisions of the Prime Lease;

(b) Subtenant may not further sublease the Subleased Premises, allow the Subleased Premises to be used by others or assign, transfer, mortgage, encumber, pledge or hypothecate the Sublease or Subtenant’s interest in the Sublease, in whole or in part, without the prior written consent of Landlord in each instance, which consent may be withheld in accordance with the provisions of the Prime Lease relating to assignment and subleasing of the Prime Lease; this consent is not, and shall not be deemed or construed as, a consent to any future or other sublease, assignment or transfer, or a consent to a sublease term beyond the term of the Prime Lease, or a renewal or extension of the Prime Lease or the Sublease;

(c) such consent shall not be deemed or construed to be an assignment or partial assignment of the Prime Lease, or, except to the extent expressly provided by this Agreement, if at all, to create any privity of contract between Landlord and Subtenant with respect to the Prime Lease;

(d) such consent shall not be deemed or construed to modify, amend, waive or affect any term, condition or other provision of the Prime Lease, waive any breach of the Prime Lease or any of the rights or remedies of Landlord, enlarge or increase Landlord's obligations or Sublandlord's rights under the Prime Lease, grant to Subtenant rights that are greater than those granted to Sublandlord under the Prime Lease, or waive or affect Sublandlord's obligations under the Prime Lease, which shall continue to apply to the Subleased Premises and the occupants of the Subleased Premises as if the Sublease had not been made, with the Sublease remaining in all respects subject and subordinate to the Prime Lease, as the same may be amended; if any conflict exists between the Prime Lease or this Agreement and the Sublease (except, as to Subtenant, as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), then the Prime Lease or this Agreement, as applicable, shall control and prevail;

(e) notwithstanding any provision of the Sublease to the contrary, Subtenant shall have no right to enforce any of Sublandlord's rights under the Prime Lease directly against Landlord, all of such rights being personal to Sublandlord;

(f) Sublandlord and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord, and in no event shall any such amendment, whether or not approved by Landlord, affect or modify or be deemed to affect or modify the Prime Lease in any respect;

(g) for the benefit of Landlord, Subtenant agrees that Subtenant will be fully and completely bound by each and every term of the Prime Lease relating to Subtenant's occupancy and use of the Subleased Premises, and, except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Prime Lease as to the Subleased Premises, as if Subtenant was the Subtenant under the Prime Lease with respect to the Subleased Premises, including, without limitation, Sublandlord's obligation to indemnify Sublandlord in accordance with the Prime Lease; Subtenant acknowledges that Subtenant has examined and is familiar with all of the provisions of the Prime Lease;

(h) Sublandlord shall be liable to Landlord for any default under the Prime Lease, whether such default is caused by either or both Sublandlord and Subtenant or anyone claiming by, through or under either Sublandlord or Subtenant; subject to the notice and cure provisions set forth in the Prime Lease, Sublandlord may proceed directly against Sublandlord without first exhausting Sublandlord's remedies against Subtenant, Landlord may proceed directly against Subtenant without first exhausting Landlord's remedies against Sublandlord, or Landlord may proceed directly against Sublandlord and Subtenant simultaneously; therefore, such consent shall not be deemed to restrict or diminish any right that Landlord may have against Sublandlord or Subtenant pursuant to the Prime Lease, or at law or in equity for violation of the Prime Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Prime Lease by Subtenant, and Sublandlord may at any time enforce the Prime Lease against either or both Sublandlord and Subtenant; any breach of the Prime Lease by either Sublandlord or Subtenant will entitle Landlord to avail itself of any remedy set forth in the Prime Lease in the event of such breach, as well as any other remedy available at law to Landlord;

(i) notwithstanding anything to the contrary contained in this Consent, Landlord shall not be liable at any time for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, any failure of Sublandlord or Subtenant to perform any of their respective obligations under the Sublease, brokerage commissions or other charges or expenses, improvements to the Subleased Premises, or security required to be given by Subtenant under the Sublease; Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend and hold harmless Landlord from all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) that Landlord may incur as a result of any claim to pay any person any commission, finder's fee or other charge in connection with the Sublease; and

(j) to the extent that any provisions of the Sublease are contrary to the provisions of the Prime Lease, such Sublease provisions are deemed revoked as to Landlord, and Sublandlord and Subtenant shall fully perform all provisions of the Prime Lease.

4. In the event that Sublandlord Defaults under its obligations to be performed under the Prime Lease, Sublandlord agrees to deliver to Subtenant a copy of any such notice of default. Subtenant shall have the right to cure any Default of Sublandlord described in any notice of default within ten (10) days after service of such notice of default on Subtenant. If such Default is cured by Subtenant, then Subtenant shall have the right of reimbursement and offset from and against Sublandlord.

5. Termination of Sublease. If at any time prior to the expiration or sooner termination of the Sublease, (a) the Prime Lease expires or terminates for any reason, including, without limitation, as a result of a Sublandlord default, a rejection of the Prime Lease in Sublandlord bankruptcy proceedings, a voluntary termination agreed to by Landlord and Sublandlord, or the expiration of the term of the Prime Lease, or (b) Sublandlord's right to possession terminates by surrender, as a result of an unlawful detainer proceeding, or by any other cause, without termination of the Prime Lease, then the Sublease shall automatically and simultaneously terminate as a matter of law, and Subtenant shall vacate the Subleased Premises on or before the effective date of such expiration, termination or surrender. If Subtenant fails to vacate the Subleased Premises in a timely manner, Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without Sublandlord's prior written consent, including, without limitation, the rights and remedies available under the Prime Lease (including, without limitation, those provisions relating to increased rent). Landlord shall not be liable to Sublandlord or Subtenant for any claim or damage because of the termination.

LANDLORD has executed this Consent on the date set forth below, to be effective as of the date first set forth above.

**LANDLORD:**

GRAND COUNTY, a municipality of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
XXXXXXXX, (owner) Date

ATTEST:

\_\_\_\_\_  
XXXXXXXX, Grand County Council Chair Date

ATTEST:

\_\_\_\_\_  
XXXXXXXXXX, County Clerk Date

# Airport Board Meeting

05/02/2016

## Item H:

Discussion and consideration for new ground leases for:

- 1) Chuck Henderson
- 2) Doug Carroll
- 3) Lou Bartell

## Summary:

With the full knowledge of Grand County, three hangars at Canyonlands Field have been sub-leasing and/or operating businesses out of their hangars for many years. This is not allowed under the ground lease originally agreed to between the county. The new leases (assuming they are approved) will explicitly state that these operations can continue to operate without violating the provisions of the ground lease. No changes in the original terms (i.e. dates/costs) will be altered.

If approved for recommendation by the airport board, these new leases will go to the County Council for approval.

## Item I:

Discussion and consideration of new sub-leases between:

1. Ben Black from Chuck Henderson
2. Clint and Keith McBeth from Chuck Henderson
3. Bill Joss from Doug Carroll
4. Paul Gray from Doug Carroll

## Summary:

The attached sub-lease should be used between the sub-lessee and the primary lease holder. It explains that the sublease of a primary ground lease is held to the same standards with the county as the primary lease holder. In addition to the sublease agreement between the primary lease holder and those occupying space within their leased area, the primary lease requires the county to approve a sublease. This county approval, which would be signed by the County, Sublandlord (holder of primary lease), and subtenant (person renting/leasing/operating under Landlords lease) is seen as exhibit C of the sublease.