

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

**September 19, 2022 @ 5:00 p.m.  
County Commission Chambers, 125 E. Center Street  
Moab, UT 84532**

Join Zoom Meeting

<https://us02web.zoom.us/j/85853116757?pwd=WmpYU0tYN0xPNS9ibEgyM1liR21UQT09>  
To join by phone: Dial (669) 900-6833 Meeting ID: 858 5311 6757 Passcode: 528365

- A. Call to Order
- B. General Business
  - 1. Interview 2 applicants for the Airport Board: Shalee Bryant and Laurel Catto
  - 2. Approve minutes of August 15, 2022 Special Meeting
  - 3. Safety Report / Director Report
  - 4. Airport Monthly Data Report - August 2022
- C. Citizens to be Heard
- D. Discussion Items
  - 1. Agreements:
    - a. New lease for Lot 118 for Foundation Partners, LLC – Transferring from Redtail Air, who currently holds the lease for Lot 118.
    - b. Drafting Agreements for Uber, Lyft, and Turo
  - 2. Project Reports
    - a. Hangar A roof repairs (estimate doubled in price)
    - b. SRE Building
    - c. Terminal Modification
    - d. ALP Update
- E. Action Items: Discussion and Consideration (some for Recommendation to County Commission with approvals subject to limitation)
  - 1. Appointing a Vice-Chair.
  - 2. Approving applicant Laurel Catto or Shalee Bryant for recommendation to the County Commission, to fill the Airport Board vacancy.
  - 3. Approving Letter of Intent to terminate Moab Express’s terminal lease and create a new lease with a 5-year term and increase in space for a new kiosk.
  - 4. Approving starting a draft of a new lease for Lot 118 for Foundation Partners, LLC - Redtail Air currently holds the lease for Lot 118.
  - 5. Approving the idea of having the new (unbuilt) garages at the airport to be built with the stipulation that the builder, Airport Garage Company, LLC (Bill Prather) is responsible for relocating and/or dismantling the garages, at no cost to the airport, if that location is ever needed for some other airport use.

6. Forming a Technical Advisory Committee (TAC) for the Airport Layout Plan (ALP) Update - appointing members from the Airport Board.
7. Approving final Scope of Work for a Rent Study at Canyonlands Regional by Armstrong Consultants for \$16,850, or else consideration of an alternate company to do this study. This will be on the 9/20 County Commission meeting agenda (See Agenda Summary written by Christina Sloan).

F. Reports:

8. County Commission
9. City of Moab
10. Travel Council
11. Solar Committee - Jenny Gleason, Bill Hawley, and Tara met with Tammie Bostwick, Sean Moen, and Chris of Utah Clean Cities (UtahCleanCities.org)
12. Hangar Development Committee
13. Tenant Updates
14. Other reports for Airport Board

G. Future Considerations

1. Solar Grants
2. Hangar Leases
3. SITLA land swap

H. Closed Session, if necessary

I. Adjourn

Those with special needs requests wishing to attend Airport Board meetings are encouraged to contact the County two (2) days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. Requests, or any questions or comments can be communicated to: (435) 259-1346.

Posted by: Tara Collins at the County Commission Chambers \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**Print**

# Board, Commission, Committee & Special Service District Application & Certification Form - Submission #4747

Date Submitted: 8/24/2022

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

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

**Board, Commission, Committee or Special Service District\***

**Other:**

Airport Board

**Name:\***

Shalee Bryant

**Mailing Address:\***

[Redacted]

**City:\***

Moab

**State:\***

UT

**Zip Code:\***

84532

**Day Phone:\***

[Redacted]

**Email Address:**

[Redacted]

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

2018

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

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

[Redacted]

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

**Occupation or professional training:**

Financial Advisor

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

17 years in the financial industry

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

Lots of travel

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

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

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

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

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

**Applicant Certification\***



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

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

**First Name\***

Shalee

**Middle Initial\***

M

**Last Name\***

Bryant

**Date:**

8/24/2022

**How did you hear about this position?\***

Through the county

RECEIVED  
1/6/2022



# Board and Commission Application and Certification Form

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

Board or Commission Applied For: Airport Board

Name: Laurel Catto

Mailing Address: HC 64, Box [REDACTED]

City: Castle Valley State: UT ZIP Code: 84532

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

In what year did you establish your current residency in Grand County? 2011  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

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

Occupation or professional training: business lawyer

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):  
As a business lawyer, I have advised clients in business and development transactions for over 35 years.

I have served on numerous non-profit governing boards, including two smart growth organizations, Bluegrass Tomorrow and Bluegrass Land Conservancy (founding member), both based in my hometown of Lexington, KY.

I serve as an officer and director of the Alpenglow Foundation, whose mission is to enhance the quality of life in the communities where our family is connected. My work with the foundation has exposed me to the amazing services of nonprofits in our community and Alpenglow Foundation proudly supports many of them, including the Moab Healthcare Foundation, Moab Free Clinic, WabiSabi, Moab Music Festival, KZMU, Daystar Academy, Canyonlands Field Institute, Utah Open Lands, Grand County Food Bank, Community Rebuilds, Moab Multicultural Center, and Moab Solutions.

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

I have been a hobbyist pilot since 2006 with both private pilot and instrument ratings. Our single engine Cessna Stationair (T206H) has been based on the KCONY field since 2020 and I have enjoyed becoming part of the local general aviation community.

My husband, John Catto, is a longstanding member of the local rock climbing community. He purchased our home in Castle Valley in 2000. In our retirement we enjoy traveling but always look forward to returning to our desert refuge.

The Airport Board is to be commended for its plans to further develop the airport as a community asset, supporting both the tourism and non-tourism economies. I hope to contribute my time to this effort, bringing the experiences of transactions lawyer, of a pilot and frequent user of the airport.

### CERTIFICATION

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

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

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

Signature: Lamel Catto Date: 1/6/22

**GRAND COUNTY AIRPORT BOARD  
SPECIAL MEETING  
MINUTES**

**August 15, 2022 @ 5:00 p.m.**

**Grand County Commission Chambers, 125 E. Center Street & on Zoom  
Moab, UT 84532**

A. Call to Order

1. The meeting was called to order at 5:05 p.m.  
Members present: Norm Knapp, Ben Byrd, Jody Patterson, Jason Taylor (Moab City Rep.).
2. Members not present: Mary McGann, Bill Hawley, Jenny Gleason (Travel Council Rep.).
3. Others present: Airport Director Tammy Howland, Assistant Tara Collins.

B. General Business

4. Clarify whether Patterson is now Chair, and appoint a Vice Chair.  
Patterson looked in the Bylaws, and it does not specify a procedure after the Chair resigns. The members drew a consensus that Vice Chair Patterson would become the Interim Chair, until the next time they vote in a new Chair. Knapp said the nomination of a new Vice Chair should be an Action Item (next meeting).
5. Approve minutes: **Motion** by Byrd to approve the minutes of the August 1, 2022 Airport Board meeting, seconded by Taylor, approved 4-0.

C. Citizens to be Heard (none)

D. Action Items: Discussion and Consideration for Recommendation to County Commission with approvals subject to limitation

1. Approving FINAL Scope of Work for terminal modification bidding and construction administration services to be performed by Armstrong Consultants for \$26,580.

Howland said this is an expense that was already budgeted for in capital improvements. The County budgeted \$50,000 for this project, and with architectural and engineering services, we have already spent half of that. So Howland is hoping to use BIL money for this, just waiting for clarification from the FAA. Byrd is concerned that going through Armstrong means that the architecture services were simply awarded, without local interests having a shot at that part of the project. Howland went over some more details of the process, of going through Armstrong.

**Motion** by Knapp to approve the final scope of work, seconded by Taylor, approved 4-0.

2. Approving FINAL Scope of Work for a Rent Study at Canyonlands Regional for \$16,850.

Howland suggested that if the Board is inclined to approve this, that they do it pending funding, because it was requested by the County Attorney and Chris

Baird (Strategic Development Director), and it's not in the budget. Members expressed surprise at how expensive this proposed study is, relative to the end product, and one asked if it could be done in-house. Howland said the Armstrong route allowed them to skip the bidding process. Armstrong will not be doing the rent study, they're sub-contracting it out to AMCG of Denver, which does a lot of consulting work for airports. Armstrong is doing all of the legwork to bring this together, though. A member mentioned that this company would probably have a good existing database of information already. Taylor said with conviction that this study needs to happen. He said it would cut down on arbitrariness in rents, or, say, the situation with Skydive Moab. It would make fees more concrete and fair. In the past everyone had different dollar amounts that they were proposing. The company will come up with a list of comparable fees and rents, for airports of a similar size and situation as ours. Byrd and Knapp said they thought it was a waste of money. Howland said it would have to be approved by the County Commission. Byrd was curious about what size airports are doing these studies. Knapp showed Byrd a finished product from that company on his phone, and noted that it was 2 and a half pages long. Taylor noted that the life of such a study is probably 5 to 10 years. Howland said that compared to other airports, our fees are ridiculously low. Byrd suggested that he himself call 3 companies who do similar work, and will report back what other companies charge.

**Motion** by Byrd to table this item until the next meeting, seconded by Knapp, approved 4-0.

- E. Reports (none)
- F. Future Considerations: Taylor was curious about the Redtail leases and why they are being held up. He felt it was unfair to Redtail. Howland explained that their attorney made his own edits to the agreements that we and County Attorney Sloan thought were complete. So now we have to review those edits. Howland said that while Redtail doesn't currently have an Operating Agreement, their old leases are still valid as month-to-month leases.

Taylor also asked about the vacancy on the board and whether it's been posted, and Collins said it was posted on the county website, in the Times-Independent, at the Grand Center, and at the Airport.

- G. Closed Session, if necessary (none)
- H. Adjourn - The meeting was adjourned at 5:39 p.m.

Submitted by: Tara Collins





On Wed, Aug 31, 2022 at 12:20 PM <[randy@flyredtail.com](mailto:randy@flyredtail.com)> wrote:

Hello all,

Redtail Air is formally requesting the written consent of Grand County to transfer the attached lease to:

Foundation Partners, LLC  
2045 Navajo Heights  
Moab, UT 84532

Per paragraph 29 of the attached lease, we may not transfer this lease without the written consent of Grand County, thus the reason for our formal request for the transfer. It is also noted in this paragraph that “such written consent shall not be unreasonably withheld, conditioned or delayed”.

Thank you very much for your help with this matter. If you are in need of any additional information please let me know.

*Randy Martin*

Director of Business Operations  
and Controller  
Redtail Air, Inc.

[randy@flyredtail.com](mailto:randy@flyredtail.com)

Office:

[\(435\) 259-7421](tel:(435)259-7421) Cell: [\(435\) 260-2680](tel:(435)260-2680)

121 E 100 South Suite  
108

Moab, Utah 84532

Web:

[flyredtail.com](http://flyredtail.com)

NEW HANOVER

## Ground Lease Agreement at Canyonlands Field between [Redtail Air] and Grand County

This Ground Lease Agreement (this "Lease"), is made and entered into as of March 07, 2017, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "County" and **[Redtail Air]**, 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 (126' x 95') 11,970 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 [30] years commencing on [April 1<sup>st</sup>, 2017] and shall expire at midnight on [April 30<sup>th</sup>, 2047]. 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 **\$2753.10**, 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 [**\$0.23**] 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 more 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:
- the storage of private aircraft and related tools and equipment, and/or
  - the storage or aircraft for the operation of a licensed business, and/or
  - 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 [6] 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:

[Redtail Air]  
[Attn: John Ramsey - President]  
[PO Box 1009]  
[Moab, UT 84532]  
Phone: [435-259-7421]  
Email: [john@flyredtail.com]

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**

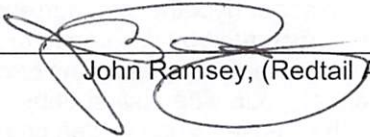
The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

**32. MISCELLANEOUS PROVISIONS**

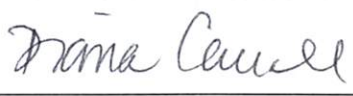
- (A) The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity 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:  \_\_\_\_\_ 5/22/17  
John Ramsey, (Redtail Air President) Date

ATTEST:  \_\_\_\_\_  
Jaylyn Hawks, Grand County Council Chair Date

ATTEST:  \_\_\_\_\_ 5-17-2017  
Diana Carroll, County Clerk Date

**Attached: Exhibit "A" Description of Lease Area**

4846-9703-5567, v. 2

Exhibit A

