

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

**June 6, 2022 @ 5:00 P.M.
Commission Chambers, 125 E. Center St.
Moab, UT 84532**

Join Zoom Meeting

<https://us02web.zoom.us/j/81010539789?pwd=bWhPL1FTYmUvWCtOdEo5d1pyQ3dFQT09>

To Join by phone: Dial (669) 900-6833 Meeting ID: 810 1053 9789 Passcode: 462076

A. Call to Order

B. General Business

1. Approve minutes of 3/7/2022 Airport Board meeting
2. Approve minutes of 4/4/2022 Airport Board meeting
3. Safety Report / Director Report
4. Airport Monthly Data Report - May 2022

C. Citizens to be Heard

D. Discussion Items

1. Update on Airport Director position
2. Agreements:
 - a. Redtail Operating Agreement & 4 Lease Agreements (Hangar A & B, terminal space, fuel farm)
 - b. Moab Heli-X Operating Agreement
3. Project Reports
 - a. SRE Building
 - b. SRE Equipment: Century Equipment delivered the broom on 5-6-2022, but it was not the right kind, so it was sent back to Grand Junction.
 - c. ARC Phase II (Airport Reference Code, related to runway improvement)
4. Bill Prather with the Airport Garage Company, LLC has submitted a letter of intent to build a 12-unit storage garage on landside (attached).

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

1. Discuss/Approve moving ahead with plans for a food truck at the Airport. The Desert Spoon Restaurant of Thompson Springs (John Ripley Corkery) has sent us a letter of intent (attached). (The item: "Electrical for Food Truck (220V power)" at \$5,000 is on the Pre-Authorized Capital Procurement List for 2022.)
2. Approving Airport Layout Plan Final Scope of Work with Armstrong Consultants, Task Order Q. (This will go before the County Commission tomorrow.)

3. Approving draft of Ground Lease Agreements for Eli Maloy (UBTS, LLC) for Lots 12 and 15, pending county legal review. (He has sent a letter of intent, attached)
4. Discuss/Approve drafting of new Lease Agreement (and termination of old lease of 12-18-2018) with Ken Lord, Canyonlands Hangars, LLC, for Lot 108, pending county legal review.
5. Approving submittal of grant application for the No-Foam Testing Device. (This will go before the County Commission tomorrow.)

F. Reports:

1. County Commission
2. City of Moab
3. Travel Council
4. Solar Committee
5. Hangar Development Committee
6. Tenant Updates
7. Other reports for Airport Board

G. Future Considerations

1. Terminal Awnings
2. Hangar Leases
3. PFC (Passenger Fee Charge) Application with the FAA

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: Tammy Howland, Interim Airport Director _____ Date _____ Time _____ PM

**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING - MINUTES**

**March 7, 2022 @ 5:00 P.M.
Commission Chambers, 125 E. Center St
Moab, UT 84532**

A. Call to Order

1. Meeting called to order at 5:01 p.m. on March 7, 2022 by Chair Groff.
2. Members present: Bill Groff (Chair), Jody Patterson (Vice Chair), Bill Hawley, Norm Knapp, Jenny Gleason (MATC Rep.), Ben Byrd, Mary McGann (County Rep.), and Andy Solsvig (Airport Director).
Jason Taylor (City of Moab Rep.) joined at 6:00 p.m.
Members not present:
3. Others present: Tammy Howland, Eric Rivera (Armstrong Consultants), Jeff (SET Engineering), Charlie Shew (SET Engineering).

B. General Business

1. Approve minutes of 2/7/2022 Airport Board meeting
Motion to approve minutes made by Gleason, seconded by Byrd. No discussion, motion passes 5-0, with Knapp abstaining.
2. Safety Report / Director Report
 - a. 1 flight cancellation due to weather.
 - b. They have issued NOTAMs that the Precision Approach Path Indicator (PAPI) is out of service, until they get a new circuit board and some edge lights.
 - c. On Feb. 22, a bush plane departed from the Skydive Landing Zone (reason: laziness). Solsvig talked to the pilot and gave him fair warning.
 - d. They did snow removal operations on Feb. 23.
 - e. Solsvig & Hawley met with a solar consultant, and Hawley presented to the County Commission.
 - f. Solsvig outlined the training in which airport staff had participated.
 - g. Flight schedule for March: they now have evening flights, so they shifted staff schedules accordingly.
3. Airport Monthly Data Report - February 2022
AvGas was higher compared to last year, and Jet Fuel was lower. They had a record number of February enplanements (754), compared to 625 in 2020 (right before Covid hit).
4. Water Feasibility Study
For domestic water improvements, the State approved maximum safe yield for the well is 35 gallons per minute. However the pump currently installed can only do 15 gallons per minute. They do have enough water for Phase I expansion (up to 25 new hangars and 2 additional car washes in the next 5 to 10 years), although most likely not all the new hangars will have water.

Domestic water storage capacity is 6,000 gallons. Phase II expansion will require additional water storage capacity. Solsvig would like the new car wash facilities within the next year. They are exploring a 3,000 gallon elevated water tank for fire protection, to be able to fill the fire truck faster.

Their Lagoon sewage capacity is adequate for Phase I expansion. Howland explained that State authorities don't typically allow Lagoon systems anymore. They discussed whether the new hangars will require their own septic tanks. Howland clarified that they do need a septic tank for the solids, but they have yet to determine whether that will be a communal septic tank, or individual ones; the commenters seemed in favor of a communal one.

5. UAOA Conference (Utah Airport Operators Assoc.) will start Wed. March 9 in St. George.
6. FAA BIL (Bipartisan Infrastructure Law) Information
Solsvig reported that they met with the FAA a few weeks ago. The FAA will have \$5 billion to assist with grants each year for the next 5 years. Some money is pegged for airport terminal upgrades. Since this is double the amount of funding than the airport expected, they are working with Armstrong to re-evaluate and re-prioritize airport projects in the works. For 2022, they were planning to construct the snow removal equipment building, do the airport layout plan update, design work for taxiway Alpha-1 relocation, and design work for heavy apron and hardstand expansion piece.

For the extra \$1 million, Solsvig identified perimeter fencing needs as one project. Or they could place the 2023 projects into 2022, and then push some construction projects from 2024 to 2023. Construction of taxiways to private hangars is not eligible for this funding. The FAA determines the eligibility of each project. Solsvig had considered rehabilitation of existing asphalt as an upcoming project, but the FAA said that the relocation of taxiway A-1 should be a higher priority.

7. 2021 Annual Report
2021 was a record year. They completed their full-scale tri-annual exercise, the first official one that the airport conducted. They did an AvSec, an aviation security drill (done once every three years). Redtail set a new record for charter & scenic enplanements. Skydive Moab did 25,000+ jumps.

Projects: They've almost completed the Blue Hills Road runway safety area. They purchased the loader for snow removal. They started the water feasibility study. Solsvig presented enplanement statistics from 2018 to the present. They added a new route to Salt Lake City, in May of 2021. They still have United to Denver, which can connect passengers internationally. (Jason Taylor arrived.)

Completing operating agreements is one objective for 2022. The new EAS (Essential Air Service) application process will begin in 2023. There will be terminal modifications for the baggage screening machine, and there will be 2

new offices in the terminal. Hangar A will receive some repairs to the roof. They will try for zero discrepancy, part 139 inspection.

2022 has a larger airport operating budget, close to \$1 million, which includes the \$81,000 in debt payments that they make each year. There are 2 new staff positions, 1 full time, 1 part time. They discussed capital purchases including a new truck.

C. Citizens to be Heard - None.

D. Discussion Items

1. Agreements:

a. Moab Heli-X Operating

The Pinnacle hangar was purchased by Michael Ortiz, operating under Aspen Helicopters. Redtail bought the Pinnacle company. Ortiz and some partners started Moab Heli-X, they want an operating agreement to provide scenic tours.

2. Project Reports:

a. SRE (Snow Removal Equipment) Building

Eric Rivera said they posted a Request for Bids for this. The resulting single bid was more expensive than Solsvig and Rivera were anticipating: just over \$600,000. Overall, it will probably be \$1 million. Rivera is looking at ways to decrease that cost. There was brief discussion of a temporary structure.

b. SRE Equipment

The broom should arrive at the end of April.

c. ARC (Airport Reference Code) Phase II (runway improvement)

This upgrade project is waiting on parts, a circuit board for the PAPIs, and lights that have been ordered.

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

1. Armstrong Statement of Work: Architectural Design Services (Task Order P)

Solsvig said this is funded through the airport budget, though some TSA funds will apply. The scope of work includes architectural modifications to be made for the baggage screening machine. These modifications will decrease the size of the airport operations office by about 3 feet, so we will construct 2 offices across from the ticket counter. The design cost is \$18,950. He has budgeted \$50,000 for construction of modifications, and \$25,000 for terminal awning & landscaping modifications (which are all in the pre-authorized capital procurement list).

Motion to send this to the County Commission made by Knapp, seconded by Gleason, passes 7-0.

2. Grant Application - ALP (Airport Layout Plan) Update

As part of the airport capital projects list, and as a requirement of the FAA, we need to update the ALP with the narrative report, which is a description of various components: coordination and control, technical advisory committee, inventory of existing conditions, etc.. We are updating these as part of the Master Plan that was completed in 2014 or 2015. Within 4 years of that, the airport had surpassed the Master Plan's forecasted operations. The ALP will help justify future airport projects. The cost is \$316,348, plus an admin. fee of \$3,000.

Motion to submit the grant application made by Gleason, seconded by Byrd, passes 7-0.

3. Grant Application - SRE Building

Rivera explained that they should keep the process moving, go ahead and submit the application to the FAA, because of the time lapse between application and grant award.

Motion to approve the grant application made by Byrd, seconded by Hawley, passes 7-0.

F. Reports:

1. County Commission

McGann reported that there has been a lot of change in the Commission Office. Gabe Woytek is no longer on the Commission, he is now Clerk/Auditor.

2. City of Moab

Taylor reported that the City is working on workforce housing.

3. Travel Council

Gleason said they are working on their budget, and on timed entry at Arches N.P.

4. Solar Committee

Hawley gave a presentation to the County Commission. Solsvig found three RFQ's related to airport solar projects, to use as examples.

5. Hangar Development Committee

Solsvig is setting up a meeting with Byrd and Eli (Robinson) to look at the design plan. Groff said there's a long list of people waiting for hangars. Solsvig said there is a ground / shale issue. He said there is a lot of interest in landside development too, which he has put on hold, since they haven't decided on wash bays, parking lots, and access roads to future hangars. The planning needs to be done appropriately. McGann responded to queries about why the County isn't building hangars, saying the amount of money the County has put into the airport and remodel is huge, and now stormwater is their priority. She did say they could now use TRT (Transient Room Tax) money for hangars, since the State now realizes that airports affect tourism. Groff said Byrd proved that someone could build a hangar cheaply if they buy it used.

6. Tenant Updates

Gleason said that Redtail's first helicopter flight was last week.

7. Other reports for Airport Board - None.

G. Future Considerations

1. Pavilion / Outdoor Seating Area
2. Terminal Awnings
3. Hangar Leases
4. PFC Application
5. Rules & Regulations: Alcohol Policy
Solsvig will ask some people at the upcoming conference about their alcohol policies.

H. Closed Session (if necessary) - None.

I. Adjourn

Chair adjourned the meeting at 7:04 p.m.

Submitted by: Andy Solsvig, Airport Director

**GRAND COUNTY AIRPORT BOARD
REGULAR MEETING - MINUTES**

**April 4, 2022 @ 5:00 P.M.
Commission Chambers, 125 E. Center St.
Moab, UT 84532**

A. Call to Order

1. Meeting called to order at 5:01 p.m.
Members present: Jody Patterson (Vice Chair), Bill Hawley, Norm Knapp, Jenny Gleason (MATC Rep.), Ben Byrd, Jason Taylor (City of Moab Rep.), and Tammy Howland (Interim Airport Director).
2. Members not present: Bill Groff (Chair), Mary McGann (County Rep.)
3. Others present: County Attorney Christina Sloan, Quinn Hall, Mallory Nassau. Ken Lord and Laurel Catto joined later.

Motion by Ben Byrd to enter Closed Session, seconded by Bill Hawley, passes ____

B. Closed Session

Motion by Bill Hawley to adjourn Closed Session, seconded by Jason Taylor, passes ____
Time out of Closed Session: 5:35 p.m.

C. General Business

1. Approve minutes of 3/7/2022 Airport Board meeting
Motion to postpone approving the minutes until the next meeting made by Gleason, seconded by Taylor, passes unanimously.
2. Safety Report / Director Report
In the spring they get a lot of soil settling. There is still an issue with Ferrell Gas overfilling their propane tanks, staff will continue checking those. There have been issues with Frontier telephone outages, which affected TSA and SkyWest. On 3/12, there was a disabled aircraft (flat tire), which closed A7 for several hours. On that same day, a dog got loose on the ramp. Reports on various maintenance issues.

Howland said they're working on plans for the modified baggage screening area. They re-posted the ARFF/OPS position vacancy. They've been installing parking curbs. They are ready to implement the new parking payment system. They have a new process for tenants' employees - a form for the supervisor to request access for their employee, for added security. Howland reported on some sink holes, which happen after construction when the soil's been disturbed.

Re: Weeds around tenant areas / tenant responsibility for removing them:
Howland has this on the list of changes to Rules & Regulations and Minimum Standards.

Howland described the trainings that staff has recently taken. Then she went over the flight schedule, which has staff arriving later and leaving later in the day.

3. Airport Monthly Data Report - March 2022

Howland reviewed the prior month's fuel sales, enplanements, and revenue of various enterprises.

D. Citizens to be Heard

Keith MacBeth, owner of Skydive Moab, said he is not happy with the proposed fee increase for his business. He also has to pay the Airport for maintenance for the parachute landing zone. A male mentioned that the landing zone is not exclusively used by Skydive Moab. MacBeth made comparisons to Redtail's tie-down fees. Howland said that the FAA requires airports to be fair, and not jeopardize any grant assurances.

The board discussed recently drafted operating agreements and leases: Redtail, Skydive Moab. MacBeth said he plans to build a hangar further down the taxiway, closer to the jump landing zone.

E. Discussion Items

1. Bill Prather with the Airport Garage Company is seeking a location to build a 12-unit storage garage on landside.

Howland said that Mr. Prather reached out to her. He says he knows people who want storage units landside, and Howland gets phone calls requesting them too. Howland showed a map with proposed locations, both of them at the southern end of the southern-most parking lot. They discussed the Airport Layout Plan update, specifically where a new road leading to the southern hangars might be located on the map, also where new car-washing bays might be located. Howland and others prefer the proposed location that is closer to Highway 191, so as not to limit their development options.

2. FAA BIL (Bipartisan Infrastructure Law)

Howland said the grant paperwork has been turned in. It entitles the Airport to another \$1,000,000. This money is for upgrading terminals, apron expansion, and taxiways.

3. Agreements:

a. Moab Heli-X Operating

Howland said that draft is in progress, Tara is working on it. They discussed the lease too, it needs to be switched from "Aspen" into the LLC name.

4. Project Reports

a. SRE Building - discussed at the last meeting.

b. SRE Equipment - complete, just waiting on the broom.

c. ARC Phase II

They are waiting on PAPI's, some lights, and a computer board. The markings are all set and ready to go. The threshold has been taken care of.

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

1. Approving Armstrong letter of recommendation of bid award to TSJ Construction, to construct the snow removal equipment (SRE) building [Tara could not hear this item]
2. Discuss/Approve Amendment to Ground Lease with Ken Lord for Hangar 108. The board discussed this lease amendment, the total number of years, whether it is for 30 plus 5, or 35 plus 5 years. This lease was entered in 2018. Ken Lord then joined the meeting and explained that once his hangar is built, he wants his full lease term, since 5 years have already passed. Also he can do smaller setbacks and wants the lot to accommodate a larger structure. Thus, the amendment. Howland explained that he could not put a sprinkler system on that building, but he could do a 10-foot distance from the next building if he installs a 1-hour fire wall. Ken Lord proposed a newly drafted lease. Howland proposed tabling it today. Howland said the Airport Minimum Standards have been revised since Ken Lord entered his lease. Catto explained that she and Lord want a reset of the lease, but also an extension, to 45 years total.

Motion by _____ to table the agreement until it's drafted to meet Airport Minimum Standards, seconded by _____, passes unanimously.

3. Approve or Deny SkyWest seasonal modification. Howland said we did this last year as well. When the Airport obtained flight service from Delta, this flight schedule was proposed to keep SkyWest within the EAS (Essential Air Service) contract, but still have both providers (Delta and United). Howland said the process is that it will get the blessing of the Airport Board, and then go to the County Commission for approval.

Motion to approve the SkyWest seasonal modification made by ____ (sounds like Taylor), seconded by ____ (male), passes unanimously.

G. Reports:

1. County Commission - McGann is absent.
2. City of Moab - Taylor had nothing to report.
3. Travel Council - Gleason said the Arches Timed Entry system started yesterday. She discussed some grants for housing or storage for bikes and UTV's.
4. Solar Committee - Nothing to report.
5. Hangar Development Committee - Nothing to report
6. Tenant Updates - Redtail is switching hours from 7:30 to 7:00 p.m. They're starting charter flights with Rocky Mountaineer (passenger train service) passengers.
7. Other reports for Airport Board - None.

H. Future Considerations - They decide to leave that to the future.

1. Pavilion / Outdoor Seating Area
2. Terminal Awnings
3. Hangar Leases
4. PFC Application (Passenger Facility Charge) - A male says this would provide revenue generation for the Airport. Howland said the process requires them to put out public notices to the companies that would be affected, then they have a 30-day period to respond. The Airport tells the companies what projects these fees would go toward. These fees can also be used for past projects (paid by loan).
5. RR's and MS Amendments

I. Adjourn

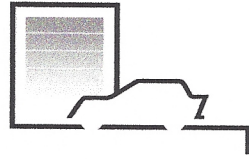
Vice-Chair adjourned the meeting at around 7:30 p.m.

Submitted by: Tammy Howland, Interim Airport Director

Statement from the director of Grand County Personnel Services, Renee Baker, regarding the Airport Director vacant position, 6-2-2022:

“The position is open for external active recruitment, the position posting is open until filled, with the first administrative review of applications starting on June 6th, 2022.”

4-28-2022



AIRPORT GARAGE COMPANY

Ms. Tammy Howland
Canyonlands Field
Moab, UT

RE: Letter of Intent-Garage Expansion Project

Dear Ms. Howland:

I am pleased to provide this letter of intent for the proposed development of additional garage units at Canyonlands Field. Outlined below are the key terms that I am proposing for your consideration:

THE PROPERTY: Approximately 3456 sq. ft. located on the east side of the overflow parking lot (twelve 24 X 12 units).

BUILDINGS: The new building would be all steel construction on a concrete slab consisting of twelve (12) individual garages.

PRIMARY LEASE TERM: Twenty-Five (25) years. The new lease would include the existing three buildings in the terminal parking lot. All building leases would co-terminate.

LEASE COMMENCEMENT: The new lease term would commence upon substantial completion of the new building, as defined in more detail in the lease documents. Estimated construction start would be in 2023.

LEASE RATES: Annual Base Rent to be the sum of the buildings area times the current rental rate per square foot per year, as defined in more detail in the lease documents and applied to both the existing garage buildings and the new set of garages.

20 Village Ct.
Littleton, CO 80123

PHONE (303) 549-4215
WEB SITE <http://www.airportgaragecompany.com>

OPTION TO EXTEND: Tenant shall have the option to extend the lease by one period of Five (5) years, upon no less than 60 days written notice.

SIGNAGE: Exterior Building signage and temporary marketing signage will be allowed but require approval of airport management.

SUBLETTING: Subletting is approved using pre-approved lease forms.

LEASE TERMINATION: Upon termination of the lease and any renewals, ownership of all improvements will revert to the County.

DOCUMENTATION: Upon acceptance of this letter of intent by Grand County, Both parties shall work together toward the preparation and execution of a lease document, consistent with the terms and conditions of this letter and containing such additional covenants, representations, and conditions as are customary for transactions of this type and/or as may be further negotiated between the parties.

CONTINGENCY: This expansion project is subject to project approval by Grand County, approval of construction costs by Airport Garage Company, and agreement on final location of the new garages.

Sincerely,

AIRPORT GARAGE COMPANY, LLC.

By: 
William K. Prather, Manager

Email from Bill Prather, Airport Garage Company

From: <wkprather@comcast.net>
Date: Sat, Apr 23, 2022 at 10:59 AM
Subject: New Garage Units
To: Tammy Howland <thowland@grandcountyutah.net>

Dear Ms. Howland:

Attached for your review and consideration is a letter of intent to build an additional 12 garage units at CNY. Listed below are a few outstanding items to be resolved.

1. Exact location that would be acceptable to both parties. I assume that would be close to the southeastern corner of the overflow lot.
2. Timing: my contractor in Moab is booked solid into next year.
 - a. I am willing to pay for a survey if you need the location to be precise for your planning purposes.
3. While I don't expect the construction costs to be greatly higher than before, I need to make my commitment contingent upon approval of costs.

I would be happy to come to Moab and discuss this further, walk the site (hopefully with my contractor), and answer any questions you may have.

Thank you, Bill Prather

Airport Garage Company, LLC
William Prather
20 Village Ct.
Littleton, CO 80123
303-549-4215
www.airportgaragecompany.com



Letter of Intent

Canyonland Regional Airport Board,

The Desert Spoon Eatery is interested and excited about the possibility of opening up a location at the Canyonlands Regional Airport. Currently the Desert Spoon operates at The Desert Moon Hotel and RV Park in Thompson Springs. The Desert Spoon ownership has been looking into starting a branch in the town of Moab itself, however location wise the airport works much better for the Desert Spoon ownership as Thompson Springs is only 20 miles away.

In terms of time constraints and flexibility, the Desert Spoon ownership understands that the business will be seasonal. Also operations at the Desert Moon location have by far been the most successful in the evening time allowing for the Spoon staff to be able to focus on morning and early afternoon hours of operation at the potential new airport location. The Desert Spoon also has two food trailers, one of which only requires 120 power and thus our operation could start sooner rather than later and on a smaller scale to get things going.

With all of this in mind, and after having a great conversation with Tammy last week regarding logistics, foot traffic, and other details, we have decided to move forward with this letter of intent. We would also like to schedule a time to come and visit the airport and meet the board.

Excited about the possibilities, please let us know how to proceed,

Thanks!

Desert Spoon Eatery Team,
John R. Corkery IV, RN
Bridget Ann Adams
Joni Robertson

TASK ORDER Q
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2022

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

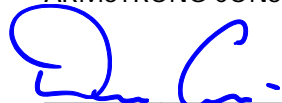
1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 17, 2019, between GRAND COUNTY, UTAH (Sponsor) and ARMSTRONG CONSULTANTS, INC., (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.
2. **WORK PROGRAM** - Attached
3. **FEES** - The fee will be as noted below. (Lump sum)

Airport Layout Plan Update with Narrative Report: \$316,348

SPONSOR:
GRAND COUNTY, UTAH

Jacques Hadler, Commission Chair

ENGINEER:
ARMSTRONG CONSULTANTS, INC.



Dennis Corsi, President

**CANYONLANDS REGIONAL AIRPORT
MOAB, UTAH
AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE REPORT
FINAL SCOPE OF WORK**

The Canyonlands Regional Airport desires to complete an Airport Layout Plan Update with Narrative Report to address key issues, objectives and goals pertinent to the airport's development. The following Scope of Work describes the effort required to successfully complete the Airport Layout Plan Update with Narrative Report, addressing the needs of the community and providing a program for realistic development. The scope includes updating the Airport Layout Plan drawing, a narrative, preparation of a 10-year Capital Improvement Plan (CIP) with recommended project years and a 20-year overall recommended development plan. The last Airport Master Plan for the airport was completed in 2015 and since that time the airport has undertaken significant development improvements including and upgrade in airport reference code and the introduction of regional jet airline service.

ELEMENT I - PROJECT INITIATION, COORDINATION, AND CONTROL

Task 1.0 - Coordination and Control

Description: Completion of the Airport Layout Plan Update with Narrative Report will require contact with and input from the airport, community, airport users (pilots, passengers, tenants, etc.), the FAA, the Utah State Aeronautics Division and others.

Armstrong Consultants will retain responsibility for the technical aspects of the Airport Layout Plan Update with Narrative Report and will assure the coordination with and exchange of information between the Airport Sponsor, the Utah State Aeronautics Division, and the FAA in order that the overall project is completed in a timely and quality manner. Armstrong will provide regular progress reports to the airport sponsor, FAA and State these reports will be submitted at a minimum of quarterly. Armstrong will also provide a closeout report to the FAA upon conclusion of the project.

Ongoing coordination discussions will be held among Consultant team, the airport management, FAA and the state for purposes of project quality control, coordination and strategy.

Product: Airport Layout Plan Update with Narrative Report

Task 1.1 Establish Airport Technical Advisory Committee

Description: A Technical Advisory Committee (TAC), to consist of approximately five to ten (5-10) members, will be established, the composition of which will be evaluated and determined, as will the structure of the meetings, along with their location and coordination with other activities in the area. Members to serve on the TAC will be determined by Airport Management and sponsor staff. Typical membership consists of interested stakeholders and may include members with technical expertise and community interests such as representative(s) from: airport staff, airport advisory board, sponsor staff (such as public works, planning, zoning, or engineering department representatives), airport users, economic development agencies (i.e. chamber of commerce, local businesses, tourism board), local citizens, UDOT, FAA regional, state and federal agencies.

The TAC will be organized as a resource entity throughout the course of the study. Additionally, the role of the TAC will involve working with the consultant team during the course of the study, providing input on the various elements and recommendations in the study through meeting and review of draft working papers, reports, and drawings. The TAC will serve in an advisory in capacity and decision-making authority lies with the airport management.

Product: An established TAC to provide input and review throughout the planning process.

ELEMENT 2 - INVENTORY EXISTING CONDITIONS

The purpose of this element is to prepare, assemble, and organize basic information, data, and mapping to be used throughout the study. This element will maximize the use of existing information and only existing information will be assembled. Comprehensive plans, studies, regulations, ordinances, and policies from involved communities, and state agencies will be used to assure that recommendations of the study will be consistent with the current and long-range objectives, goals, and needs of the various governmental levels and jurisdictions. The collection of information and documents will serve as a data base for source material to be used throughout the project.

Task 2.0 TAC Meeting No. 1

Description: A kickoff meeting with the consultant team, airport management, sponsor staff and appropriate officials, TAC Members and other official and interested parties, all of which in effect compose the planning team for the development of the updated plan, will be held at the very beginning of the project. The purpose of such a meeting will be to develop team relationships, establish early direction for the study effort, and ensure a thorough understanding of the master planning process, its benefits, and use of the plan in the decision-making process.

Product: An introductory meeting to establish team relationships and initial direction for the airport planning effort.

Task 2.1 - Evaluate Existing Documents

Description: This task will evaluate existing documents and previous planning efforts. This will involve a review of airport records pertaining to historical traffic activity, construction programs, lease operations, etc.

Product: Revisions and summaries of previous documents for input to future tasks.

Task 2.2 - Airport Physical Facilities

Description: The physical facilities inventory of Canyonlands Regional Airport will include an examination of plans and documents, as well as a thorough on-site inspection of each physical facility to determine its type, size, condition, adequacy and use. An inventory of as-built conditions will be made to be incorporated into the Airport Layout Plan.

- Airfield: Runway and taxiway configuration to include pavement design/construction/maintenance history and condition; lighting; and

navigational aids, specifically with the goal of determining, by visual inspection, areas requiring further study and/or testing.

- FBO/GA Services: Fixed base operators and general aviation services will be inventoried. Structural use and hangar utilization will be identified.
- Terminal Area: Provide an overview of both airside and landside components of the current terminal facility. This includes identifying limiting factors associated with the facility. On the landside portion, parking facilities and access roads will be inventoried.
- Airport Property: The airport property information will be obtained based on deeds, legal descriptions, and plat maps provided by the airport sponsor.
- Fuel Facilities: Storage and dispensing facilities will be inventoried to determine existing capacities and adequacy of storage tanks and dispensing equipment including refueling vehicles.
- Utilities: Existing utilities will be identified based on information provided by the airport sponsor.

Product: Tabulated airport facilities inventory for use in the Airport Layout drawing.

Task 2.3 - Inventory of Nonstandard Conditions

Description: This task will include the inventorying of conditions on the airport and surrounding environs which result in a listing of conditions which are non standard with respect to FAA Advisory Circular 150/5300-13A, Change 1, Airport Design.

Product: Input for later tasks.

Task 2.4 Obtain Historic and Existing Operational, Based Aircraft and Enplanement Data

Description: Available historic and existing air traffic data for the airport will be collected and reviewed including:

- a. Historic aviation activity, including fuel sales
- b. Based aircraft
- c. Enplanements
- d. Traffic counts
- e. Operations by aircraft type and volume
- f. Fleet mix
- g. Critical aircraft and Runway Design Codes (RDC) will be identified.

The FAA requires the use of validated based aircraft counts from its National Based Aircraft Database. The Consultant will work with the sponsor to update the database and resolve any discrepancies.

Product: Input for later tasks.

ELEMENT 3 - FORECASTS OF AVIATION DEMAND

Description: The forecast of aviation demand will provide the basis for the facility requirements, recommendations for airport development, and future business decisions. The forecast will be provided for the short (5-year), intermediate (10-year), and long (20-year) periods. The base year for the forecast will use 2021 enplanement numbers. The forecast will take into account enplanement numbers before COVID-19 and will consider what impact has occurred and how the airport is recovering.

Task 3.0 Evaluate Factors Influencing Aviation Demand

Description: Review local, regional and national trends influencing and affecting aviation demand at the airport. Economic characteristics, demographic characteristics and geographic attributes of the service area will be considered along with aviation-related factors, such as fleet trends and other factors such as the role of the airport within the community will be considered and factored into the forecasts.

Product: Information to be used in forecast development.

Task 3.1 Operational and Fleet Forecasts for the Twenty-Year Planning Period

Description: Review previous forecasts including FAA National Plan of Integrated Airport Systems (NPIAS), TAF, State Aviation Systems Plans (SASP), and previous Airport Master Plans (AMP), and apply selected methodologies to develop short, medium and long-term aviation forecasts for passenger enplanements, total annual operations, and based aircraft.

Methodologies for developing forecasts may include:

- a. Comparative analysis of the previous and existing forecasts listed above.
- b. Trend analysis of historical activity levels projected forward.
- c. Market share analysis using a top-down relationship between national, regional, state and local activity levels. Historical market shares will be calculated and used as a basis for projecting future market shares.
- d. Per Capita Analysis correlating future growth to future population growth
- e. Cohort analysis or a combination of the other forecasting analysis

Forecasts will be presented in Excel spreadsheet format as in Appendix B and C templates in "Forecasting Aviation Activity by Airport, and shall include:

- a. Passenger enplanements
- b. Annual aircraft operations
- c. Based aircraft
- d. Aircraft fleet mix, critical aircraft and Runway Design Code (RDC)
- e. Peaking characteristics

Product: Forecasts of aviation activity projected for the twenty-year planning range.

Task 3.2 Forecasts Coordination and Approval

Description: Forecasts will be submitted to FAA and UDOT for review and approval. The general

requirement for FAA approval of the master plan study's forecasts is that they are supported by an acceptable forecasting analysis and are consistent with the TAF. Forecast results shall be compared with the most recent TAF using FAA's template contained in FAA guidance, *Forecasting Aviation Activity by Airport*.

Product: Forecasts will be submitted for FAA approval prior to completing the next Element.

ELEMENT 4 - FACILITY REQUIREMENTS

The objective of this element is to determine existing and future facility requirements. Element 4 will include consideration of runways, taxiways, instrumentation, lighting and marking, approach and protection zones, and those areas of development required for landside facilities. This Element will also provide a development plan which is divided into two phases. Phase I is the short-term (0-5 years), Phase II is the intermediate-term (6-10 years), Phase III is the long-term (11-20 years).

Task 4.0 Demand/Capacity Analysis

Description: This analysis will involve a comparison of the forecasts prepared in Element 3 to both airside and landside capacity. Airside capacity will include an analysis of existing and future airfield layouts, area meteorology, instrumentation, and aircraft operational demand on Annual Service Volume (ASV) and peak hour demand. Methodologies outlined in FAA Advisory Circular 150/5060-5 *Airport Capacity and Delay* will be used.

Product: An analysis of existing and forecasted aircraft operations to both landside and airside capacity.

Task 4.1 Airside Requirements

Description: Based on the forecasts prepared in Element 3, the demand/capacity analysis, and other applicable data, an analysis of airside facility needs will be made.

4.1.1 Runways

Including length, width, dimensional criteria, safety critical areas and approach and transitional surfaces, orientation, crosswind or secondary runway needs, pavement type, condition and strength; based on ARC/RDC and critical aircraft.

4.1.2 Taxiways

The taxiway system will be analyzed for geometry, pavement type, condition, strength, capacity, and safety enhancements, including FAA recommendations for locations of intersections.

4.1.3 Aircraft Parking Aprons

The sizing needs for general aviation and commercial service aprons will be determined based on forecasted activity levels and fleet mix, as well as the need for special amenities such as hard stands or deicing pads.

4.1.4 Navigation Aids

Evaluate existing electronic and visual aids to navigation including VOR, REILs, PAPIs, AWOS etc. and determine if any new or replacement equipment is needed.

4.1.5 Airspace Requirements

Airspace requirements will be determined. This will include required setbacks for future airport related development based on future recommended instrument approach procedures.

4.1.6 Non-Standard Conditions and Modifications to Design Standards

Needs for correcting existing non-standard conditions or modifications to design standards will be identified.

Product: Detailed description of the airside facilities required to meet aviation demand throughout the twenty-year planning period. Provide a recommended development plan for the future.

Task 4.2 Landside Requirements

Description: Landside facility requirements will be based on the demand/capacity analysis and the evaluation of existing conditions to provide an appropriate airside/landside balance compatible with identified airfield requirements.

4.2.1 Passenger Terminal Building

The functional areas of the passenger building will be evaluated to determine if they adequately accommodate the demand of existing airline service and future air carrier operations determined by the Aviation Forecasts. Recommendations for the passenger terminal building will be identified including the potential relocation of the terminal building over the planning period.

4.2.2 Aircraft Storage Requirements

The type and quantity of hangars, sunshades or other facilities required to accommodate existing and future demand will be identified.

4.2.3 Snow Removal Equipment (SRE) and Storage Building

Current and future SRE vehicle, storage building and facility needs will be determined in accordance with the guidance provided in accordance with FAA AC 150/5220-20 *Airport Snow and Ice Control Equipment*, AC 150/5220-18A *Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials*.

4.2.4 Fuel Storage and Dispensing

Discussions with airport management and fuel suppliers, and review of fuel sales data, will be conducted to determine if fuel storage is adequate. Evaluate the existing fuel system and determine if additional fuel facilities, including bulk storage, self-serve, or mobile refuelers are need during the planning period.

4.2.5 Utilities

The requirements for water, sewer, gas, telephone, and WiFi will be evaluated to determine needs for expansion and extension into future landside development areas.

4.2.6 Vehicle Parking and Rental Car Facilities

Future tenant, employee, passenger, rental car parking/wash bay and visitor parking requirements will be identified.

4.2.7 Access and Airport Circulation

Future vehicle circulation, access road needs, and courtesy car/taxi/transportation network company availability will be evaluated for general aviation, commercial businesses and tenants.

4.2.8 Airport Security/Public Safety and Emergency Response

Future airport fencing and security will be evaluated to ensure adequate airport security and to keep the general public out of aircraft operation areas. The existing emergency response and potential need for Aircraft Rescue and Firefighting (ARFF) will be identified and recommendations for the future will be provided.

4.2.9 Non-Aeronautical Revenue Generation

Future parcels which would not serve an aeronautical purpose to the airport will be identified along with recommendations for potential use.

Product: Detailed description of landside facilities required to meet aviation demands at the airport through the twenty-year planning period. Provide a recommended development plan for the future.

ELEMENT 5 - DEVELOPMENT ALTERNATIVES

Alternative development concepts will be derived for meeting FAA safety and design standards and for meeting the facility requirements for both airside and landside facilities. Reasonable and feasible alternatives to implement will be considered for further evaluation. Alternatives considered, but later rejected will be discussed.

Task 5.0 Airside Development Alternatives

Description: The airside facility requirements developed in the previous Tasks will be translated into a series of alternative plans for comparative evaluation in relation to established planning criteria. The alternatives will address available options including development of new facilities, expansion of existing facilities, or abandonment of excess or deteriorated facilities. The alternatives with the greatest potential for meeting airside demands will be evaluated to establish costs, environmental impacts, and operational considerations.

An evaluation of the impacts associated with the alternative airside development options will be addressed. This will include consideration of:

- Operational Performance: Including capacity, capability and efficiency.
- Best Planning Tenets and Other Factors: Including safety & security, conformance with design standards, flexibility, alignment with sponsor's strategic vision and social and political feasibility.
- Environmental Factors: Utilizing the information gathered in Element 4, consider potential environmental impacts, including land acquisition, associated with each alternative.
- Fiscal Factors: Including estimated development costs determined by applying estimated unit prices to estimated construction unit quantities taken from existing base mapping.

Product: Evaluation of "no action" alternative and up to three development alternatives for meeting airside facility requirements for the twenty-year planning period.

Task 5.1 Landside/Terminal Area Development Alternatives

Description: The landside/terminal airside facility requirements developed in the previous Tasks will be translated into a series of alternative plans for comparative evaluation in relation to established planning criteria. The alternatives will address available options including development of new facilities, expansion of existing facilities, or abandonment of excess or deteriorated facilities including general aviation, air cargo and other related facilities. The existing on-airport land uses will be evaluated to determine recommended configuration for the future which may include the relocation of existing facilities. The alternatives with the greatest potential for meeting airside demands will be evaluated to establish costs, environmental impacts, and operational considerations.

An evaluation of the impacts associated with the alternative airside development options will be addressed. This will include consideration of:

- Operational Performance: Including capacity, capability and efficiency
- Best Planning Tenets and Other Factors: Including safety & security, conformance with design standards, flexibility, alignment with sponsor’s strategic vision and social and political feasibility
- Environmental Factors: Including potential significant environmental impacts and land acquisition, if any.
- Fiscal Factors: Including estimated development costs determined by applying estimated unit prices to estimated construction unit quantities taken from existing base mapping.

Product: Evaluation of “no action” alternative and up to three development alternatives for meeting the landside/terminal area requirements identified in previous Tasks.

Task 5.2 Conduct TAC Meeting No. 2

Description: A TAC meeting will be held to present and discuss the development alternatives and to receive input for the preferred development alternative(s) and recommended development plan.

Product: TAC Meeting. Input for preferred alternative.

Task 5.3 Public Information Meeting No. 1

Description: A public information meeting will be held to present and discuss the development alternatives, provide information on the first phase of this study, and to receive public input for the preferred alternative(s) and recommended development plan. If so desired by the Sponsor, the first portion of the meeting may be held open-house style.

Product: Documented Public Information Meeting. Input for preferred alternative.

Task 5.4 Selection of Preferred Alternative

Description: The results of the previous Tasks, along with input from the working group, FAA and State will be provided to the Sponsor for the selection of the preferred alternative and development plan. The selected alternative will be carried forward and form the basis of the Airport Layout, Financial and Implementation Plans including the Airport Capital Improvement Plan (CIP).

Product: Selection of the preferred alternative to be used in the remaining Master Plan Tasks.

ELEMENT 6 – FINANCIAL PLAN

Task 6.0 Prepare Cost Estimates

Description: Cost estimates of planned projects, based on current dollars, will be prepared for the first five-year period; a more generalized cost breakdown will be prepared for the ten-year period; and a facility breakdown with costs prepared for the twenty-year period. These facility requirements include potentially such items as the runways, taxiways, aprons, hangars, access roads, perimeter roads, safety areas, lighting and signing, fencing, buildings and hangars, auto parking, airport maintenance, fuel facilities, among others as appropriate. Facility costs will be prepared using unit prices extended by the size of the particular facility tempered with some specific considerations. Cost estimates are intended to be used for planning purposes only and are not to be construed as engineering construction estimates.

Product: Conceptual project cost estimates will provide sufficient detail to allow project time schedules to be established and programmed into the appropriate Capital Improvement Plan funding programs.

Task 6.1 Capital Improvement Program Coordination with FAA/State and Sponsor

Description: Prepare and coordinate the capital improvement plan (CIP) with the FAA and state for funding availability.

Product: Development of a recommended CIP for the selected development plan concepts for the planning period.

Task 6.2 Airport Funding Sources

Description: Project funding sources, including FAA and State grant programs, will be evaluated to assist in identifying the appropriate funding sources available for future capital improvement projects listed on the recommended CIP.

Product: Identifying funding sources.

ELEMENT 7 - AIRPORT LAYOUT PLANS

This study element will produce a current Airport Layout Plan (ALP) Drawing set that depicts existing and the recommended airport development, in accordance with FAA standards, including AC 150/5070.6B, *Airport Master Plans*; FAA Airports Standard Operating Procedures (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00); FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00); and AC 150/5300-13A, Change 1, *Airport Design*. Sources of information for these drawings will include previous ALP and master planning documentation, new planimetrics and topographic data collected, surveyed, and developed as part of the AGIS component of the recent runway construction project will be used for Part 77 analysis and development of the ALP, in accordance with required tasks for an Airport Layout Plan (ALP) contained in FAA Advisory Circular 150/5300-18B, Table 2-1, Survey Requirements Matrix, obstruction charts, USGS mapping, legal descriptions, existing property surveys, local and regional government mapping, FAA databases, and any other secondary sources readily available to the

Sponsor/Consultant. Computer aided drafting will be used to generate the new drawing set.

FAA approval of the ALP Drawing set is required.

Product: Airport Layout Plan drawing set for FAA airspace review and approval. The drawing set shall include, at minimum:

- Cover Sheet
- Airport Layout Plan
- Data Sheet
- Terminal Area Plan
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- Runway Departure Surfaces Drawing
- On-Airport Land Use Drawing
- Off-Airport Land Use Drawing
- Exhibit A, Airport Property Map

Task 7.0 Cover Sheet

Description: An ALP drawing set Cover Sheet will be prepared which shall include the name and location of the airport and sponsor, location and vicinity maps, numbered list of drawing sheets contained within the set and the date of the set.

Product: ALP drawing set Cover Sheet drawing.

Task 7.1 Airport Layout Plan (ALP)

Description: In accordance with ARP SOP 2.00, the Airport Layout Plan will be prepared to reflect existing and future physical features and development, wind data, location of airfield facilities (runway, taxiways, NAVAIDs) and terminal/building area development. In addition, critical areas for all NAVAIDs will be shown, as well as a table describing non-standard conditions and modifications to standards and the disposition of each condition or modification. The ALP will only show future conditions through the twenty-year planning range. Anything beyond the twenty-year planning range will have to be shown on a separate ultimate ALP that the FAA will not approve. The FAA's approval of the ALP is limited to the twenty-year planning range, unless otherwise authorized by FAA.

Product: ALP drawing for the Airport that meets FAA requirements and guidelines. A separate data sheet containing required airport and runway data tables and wind roses will follow the ALP sheet. All comments and conditions resulting from FAA's airspace review will be addressed to FAA's satisfaction.

Task 7.2 Terminal/Building Area Layout Plan

Description: Specific terminal/building area plans will be developed which reflect recommended development of future aviation needs, as identified in this study. Existing and future building heights will be provided in a table. Access and parking facilities for the airport will also be included in this drawing.

Product: Terminal/Building Area Layout Plan reflecting development of building areas at the airport,

surface access, security fencing and other airport facilities.

Task 7.3 Airport Airspace Drawing

Description: This drawing will depict obstacle identification surfaces for the ultimate airport development configuration. It will also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portions of the Approach Surface Drawing.

Per criteria outlined in ARP SOP 2.00, a topographic drawing will be prepared depicting a plan view of the ultimate airport 14 CFR Part 77 (Part 77) surfaces and a small-scale profile view of the Part 77 approach surfaces. Natural and manmade obstructions to the airspace surrounding the Airport will be identified. The data obtained in the aeronautical survey completed during the runway design project will be used as a basis for developing the drawing. Airspace case studies for proposed structures in the vicinity of the airport will be reviewed for potential new objects and/or obstructions within Part 77 Airspace. This task will result in a depiction of the Part 77 Airspace surfaces and known obstructions from best available data and is not intended to produce a new or updated obstruction survey or Obstruction Chart.

Product: Airport airspace drawing.

Task 7.4 Inner Portion of the Approach Surfaces and Runway Protection Zone Drawings

Description: Drawings containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surfaces penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77. A large-scale plan and profile drawing will be prepared of the existing and ultimate inner portion of the 14 CFR Part 77 approach surfaces for each runway end. The plan and profile views for each runway end will be shown on the same sheet. The data obtained in the aeronautical survey completed during the runway design project will be used as the basis for developing the drawing. The drawing will include aerial photography as the base drawing and will depict the Runway Protection Zones and location, elevation, penetration, and disposition of obstructions exceeding Part 77 criteria. Included with these drawings will also be a runway centerline profile for the entire runway length.

Product: Inner Portion of the Approach Surfaces and Runway Protection Zone drawing.

Task 7.5 Runway Departure Surfaces Drawing

Description: A large-scale plan and profile drawing will be prepared of the existing and planned instrument runways. The data obtained in the aeronautical survey from the runway design project will be used as the basis for developing this drawing. The drawing will include aerial photography as the base drawing and will depict the runway end location, 40:1 Runway Departure Surfaces and location, elevation, penetration, and disposition of obstructions exceeding departure surface criteria.

Responsibilities:

Product: Departure surface drawings for existing and proposed instrument runway ends.

Task 7.6 On-Airport Land Use Drawing

Description: A land use plan for the area within the existing and future airport property boundary will be prepared depicting recommended areas for aeronautical use, general aviation development,

revenue generation, airport support services, and other uses appropriate to the airport.

Product: On-Airport Land Use Drawing.

Task 7.7 Off-Airport Land Use Drawing

Description: The Consultant will prepare an existing off airport land use drawing depicting existing land uses and zoning provided by the sponsor. The off-airport land use drawing will show land uses and public facilities, such as schools, parks, and hospitals. The local zoning and land use controls will be noted on this drawing.

Product: Off-Airport Land Use Drawing.

Task 7.8 Exhibit "A" Airport Property Map

Description: The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. In accordance with FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (SOP 3.00), the drawing will inventory all of the parcels that currently make up the airport or are proposed for acquisition by the airport and a data table that provides for each parcel:

- Parcel numbers
- Grantor
- Type of interest acquired
- Acreage
- Type of conveyance instrument
- Liber/book and page of recording
- FAA grant number including year if acquired under a grant
- Surplus Property Transfer, Government Land Transfer
- Type of easement
- Date and Type of release/land use change approval
- Date of property disposal
- Public land references
- Any know encumbrances on the property
- Purpose of acquisition

This drawing will be prepared in accordance with FAA requirements and guidelines, using existing documents, maps, and land use plans furnished to Armstrong Consultants, Inc. or readily accessible through the County Assessor or Recorder Office. A survey will be conducted to validate the airport property line.

Product: Exhibit "A" Airport Property Map that meets FAA requirements and guidelines.

ELEMENT 8 - DOCUMENTATION

Task 8.0 – Draft Narrative Report

Description: Report preparation will include writing, editing and typing the narrative report, determining the composition of the report with figures, charts, graphs and illustrations, and the

printing and distribution of the report. A reduced sized (11"x17") draft Airport Layout Plan drawing will be included in the draft narrative report.

Product: A Draft Narrative Report for review and comment by the Sponsor, State, and FAA.

Task 8.1 –Preliminary Draft Airport Layout Plan Drawing Set

Description: A Preliminary Draft Airport Layout Plan drawing set and completed FAA ALP Checklist will be distributed to the Sponsor, State and FAA for initial review and comment.

Product: Preliminary Draft Airport Layout Plan Drawing Set.

Task 8.2 –Draft Airport Layout Plan Drawing Set

Description: Review comments from the Preliminary Draft Airport Layout Plan drawing set will be incorporated into the Draft Airport Layout Plan drawing which will be distributed back to the Sponsor and State for further review and ten (10) copies of the draft ALP will be sent to the FAA for Airspace Coordination.

Product: Draft Airport Layout Plan Drawing Set.

Task 8.3 - Final Airport Layout Plan Drawing Set

Description: Review comments will be incorporated into the Final ALP drawing set and will be submitted to the Sponsor for signature and approval. The Final ALP will be signed electronically and the Consultant will be responsible for coordination of the electronic signatures. The sponsor signed drawings will be submitted to the FAA for final approval. Approved copies will be distributed by the FAA to the Sponsor State and Consultant.

Product: Final Airport Layout Plan Drawing Set.

Task 8.4 - Final Narrative Report

Description: Review comments and input from the Draft Narrative Report will be incorporated into the Final Narrative Report and submitted for approval and adoption by the Sponsor.

Product: Final Narrative Report.

SUMMARY OF DELIVERABLES

The deliverables, which will be prepared at various stages throughout this study are outlined below. Deliverables will be provided in MS Word format (.doc), Adobe Acrobat format (.pdf) or AutoCAD format (.dwg).

DELIVERABLE	SPONSOR	FAA	STATE
Draft Narrative Report	5	2	1
Revised Draft Narrative Report	5	2	1
Pre-Draft ALP Drawing Set with Completed ALP Checklist	5	1	1
Draft ALP Drawing Set (print) with Completed ALP Checklist	5	7	1
Draft ALP Drawing Set (electronic)	1	1	1
Final ALP Drawing Set (print) with Completed ALP Checklist	5	2	1
Final ALP Drawing Set (electronic)	1	1	1
Final Narrative Report	5	2	1



Tammy Howland <thowland@grandcountyutah.net>

Re: Letter of intent

1 message

Eli Maloy <maloy.eli@gmail.com>

Thu, Apr 28, 2022 at 9:40 AM

To: Tammy Howland <thowland@grandcountyutah.net>

Morning Tammy,

- We intend to construct 2 hangars, both 100 x 100 footprint in spots 13 and 33.
- Hangar 13 will be used as a personal hangar initially storing the company jet and helicopter. It will also have a small buildout in the rear corner that will be used solely for gear storage, flight planning, and as a hangout space for guests while at the airport coming or going on company aircraft.
- Hangar 33 will be used as a transient personal hangar or leased in the future, but will be constructed with the exact same exterior specs as 13. No inside buildout.
- We intend to contribute the up front costs necessary to extend the taxiway from future point at Ben's hangar down to the end of 13 & 33. We are working with Ben Byrd on this.
- Plans attached below

Eli

On Apr 26, 2022, at 2:08 PM, Tammy Howland <thowland@grandcountyutah.net> wrote:

Eli,

I cannot find in any of the airport board minutes a letter of intent to build hangars from you, so if you can submit a brief letter of your intent:

- How many hangars you want to build, the number's of the lots.
- Brief description of the intended use of the hangars.
- Preliminary plans
- and your intentions to pay up front cost of taxilane

I need it by Thursday to get it on the agenda for the board meeting. The leases can't be finalized until this is approved by the airport board first.

Thanks,

Tammy Howland

Interim Airport Director /ARFF/ASC

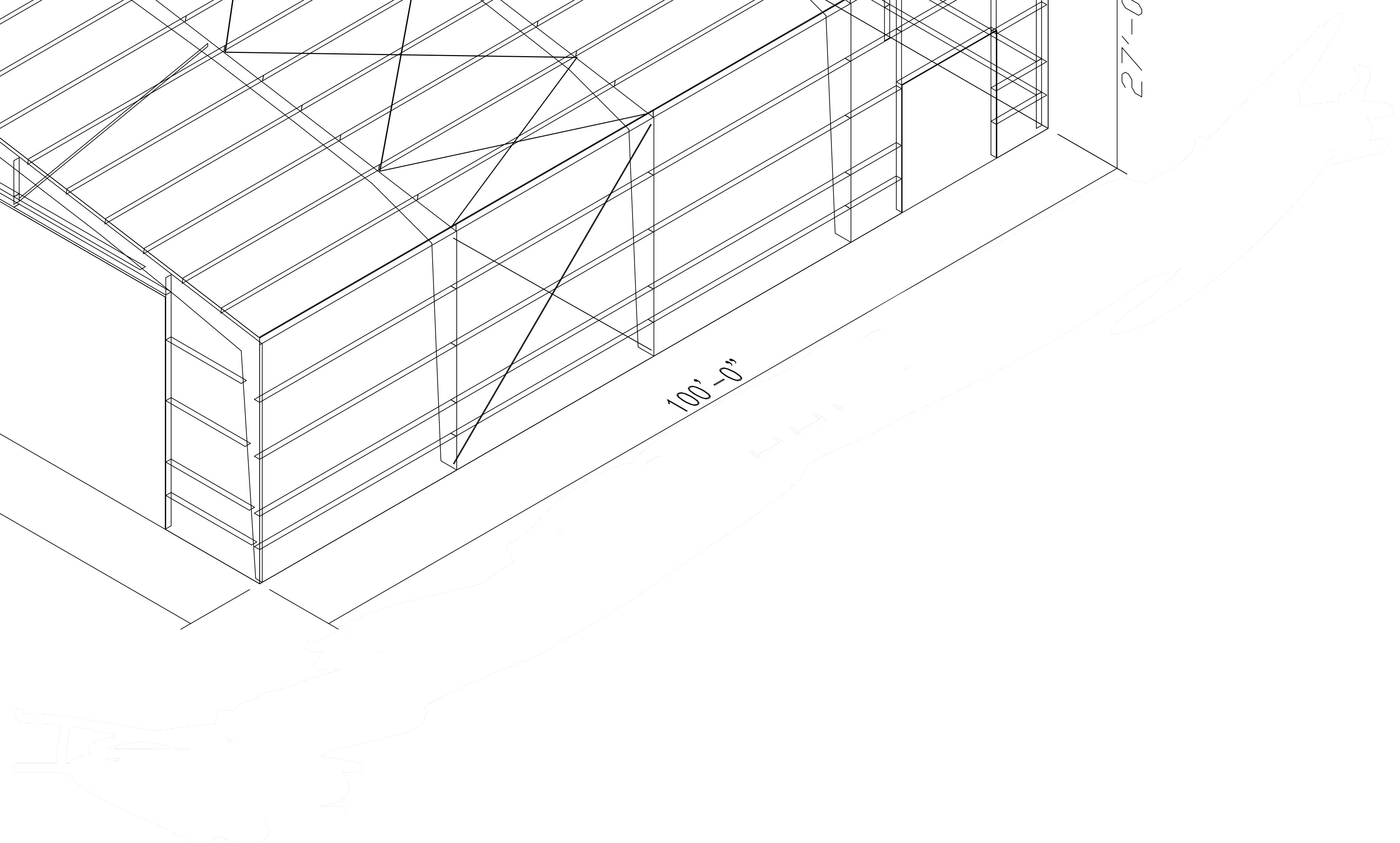
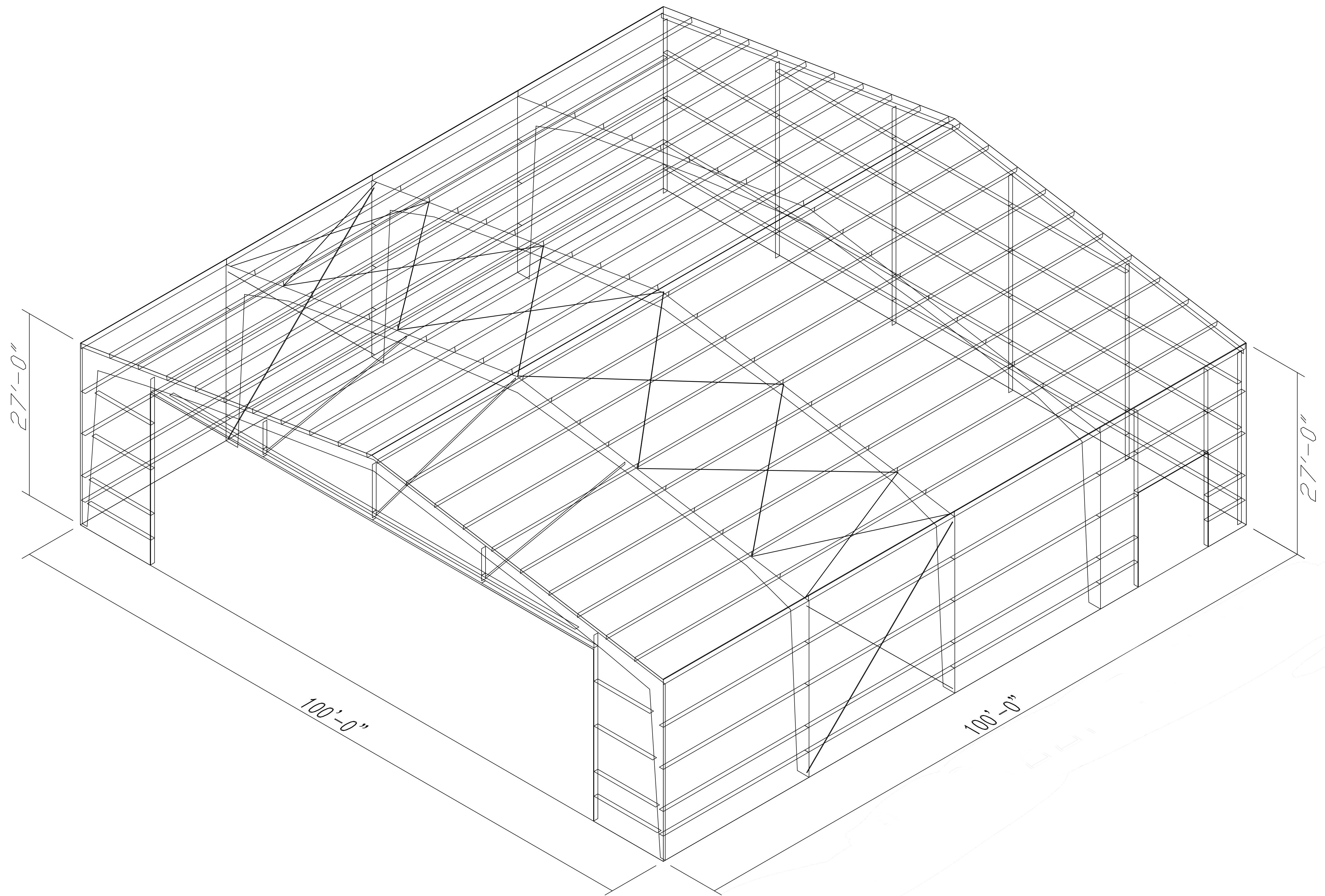
Canyonlands Regional Airport

435-259-4120

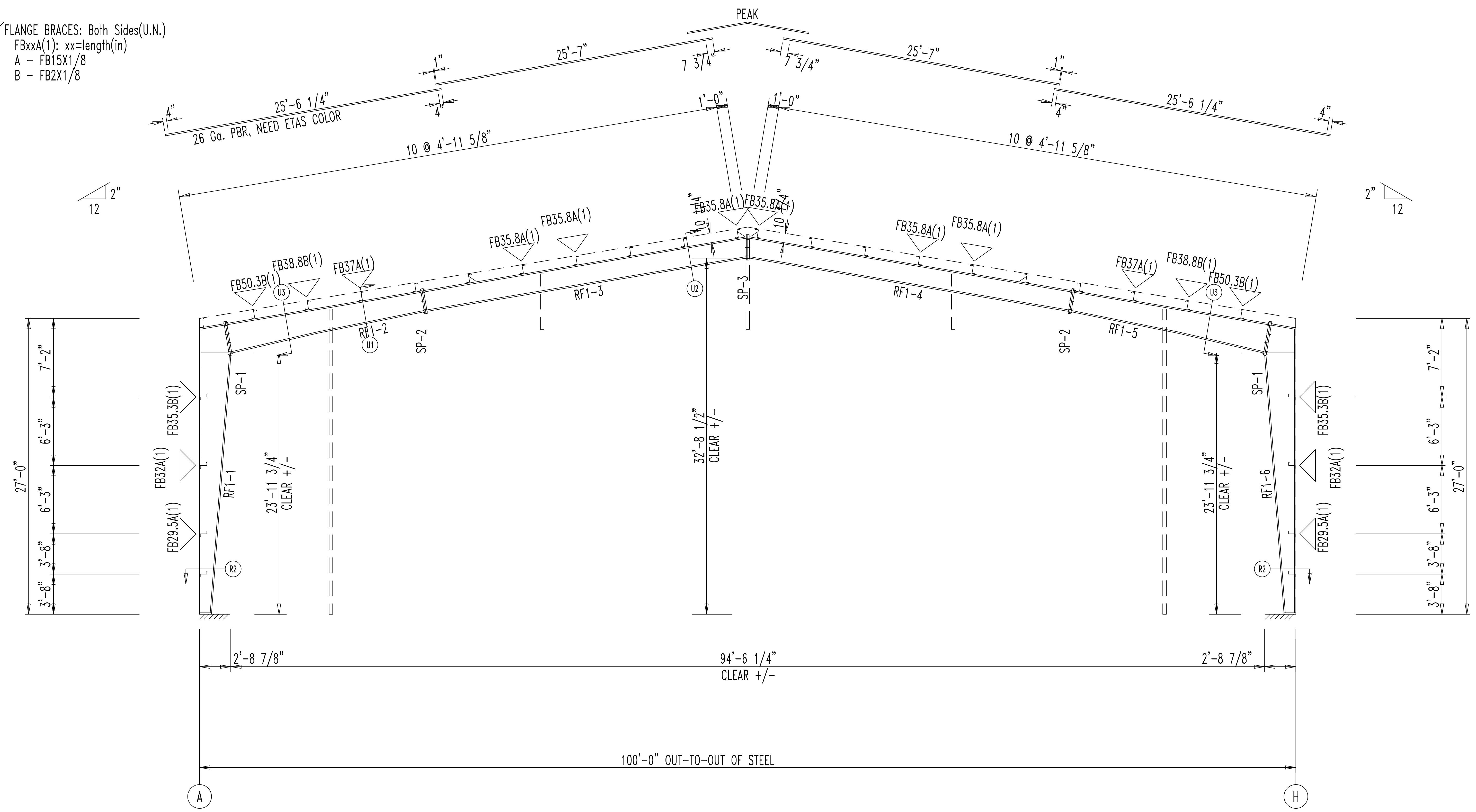


3 attachments

14-2.jpg
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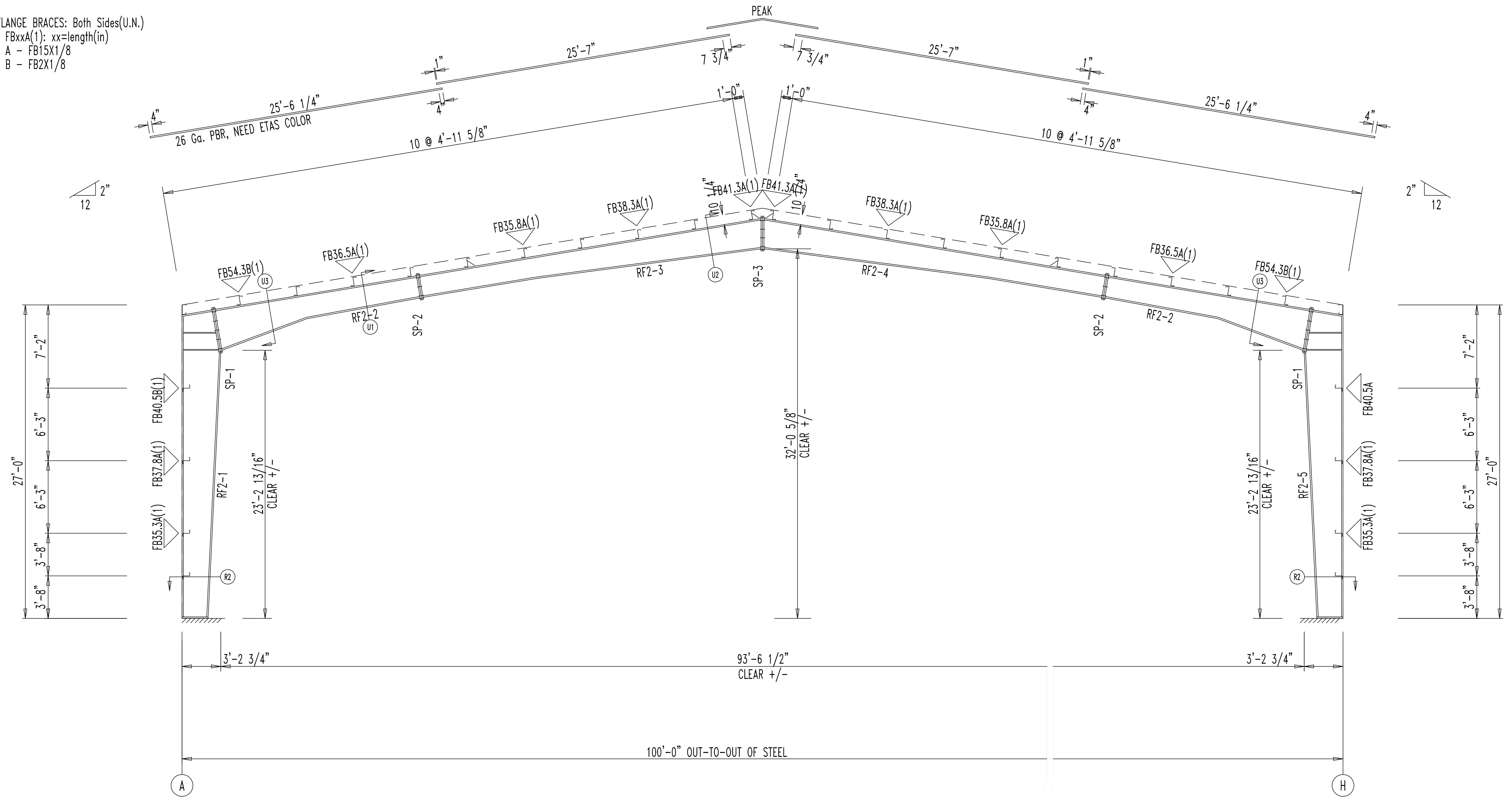


▽ FLANGE BRACES: Both Sides(U.N.)
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 A - FB15X1/8
 B - FB2X1/8



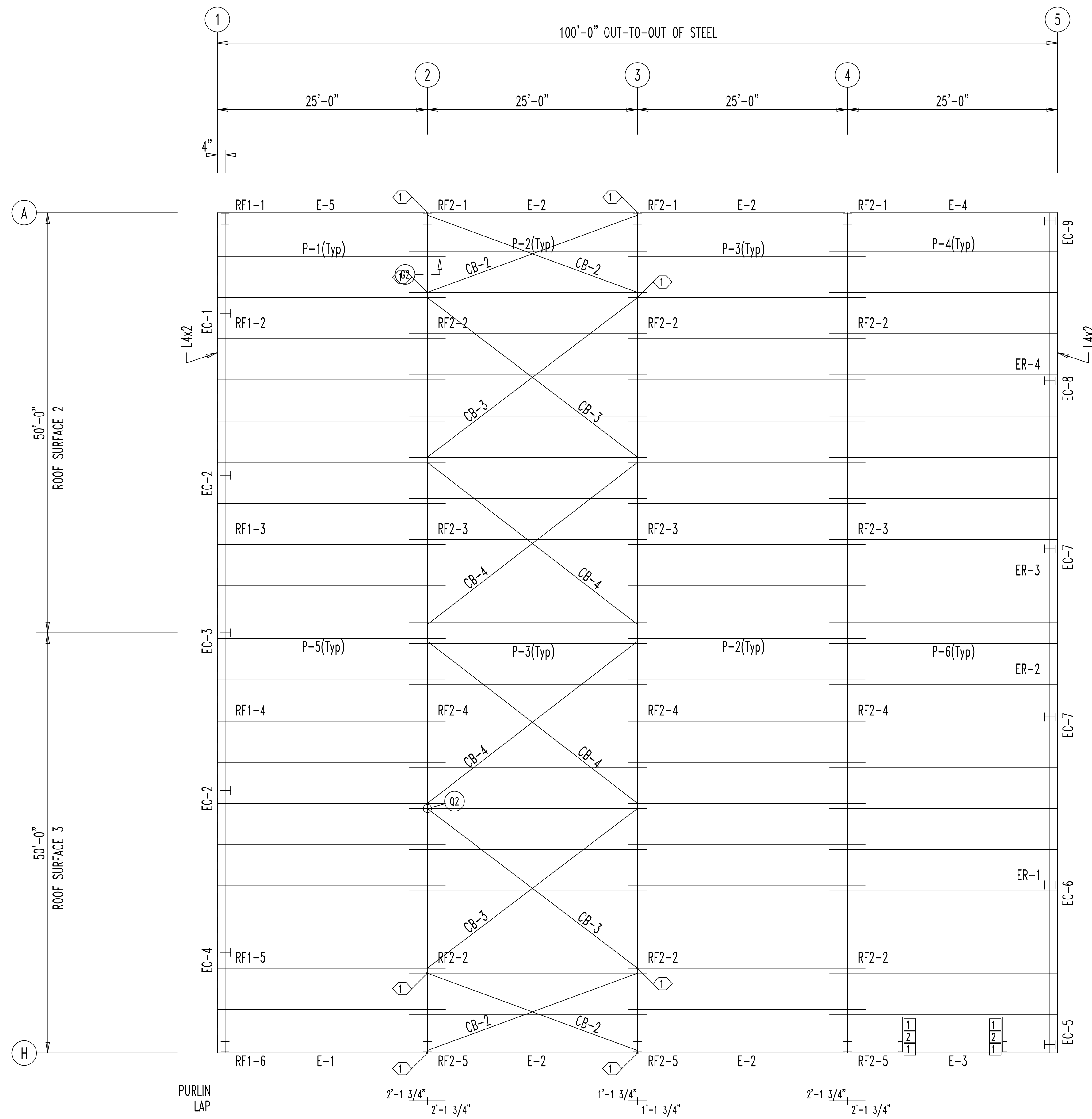
RIGID FRAME ELEVATION: FRAME LINE 1

▽ FLANGE BRACES: Both Sides(U.N.)
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 B - FB2X1/8

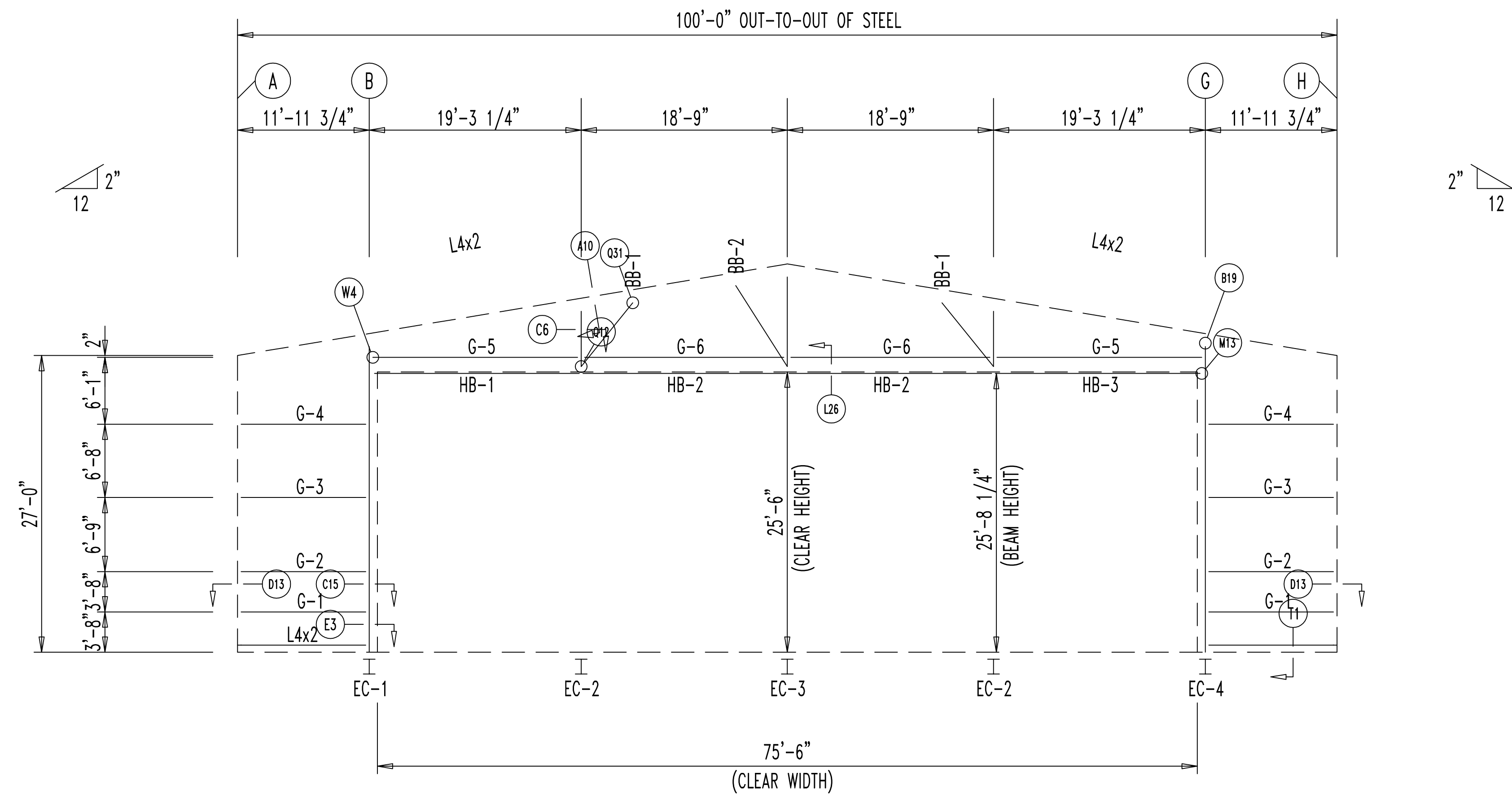


RIGID FRAME ELEVATION: FRAME LINE 2 3 4

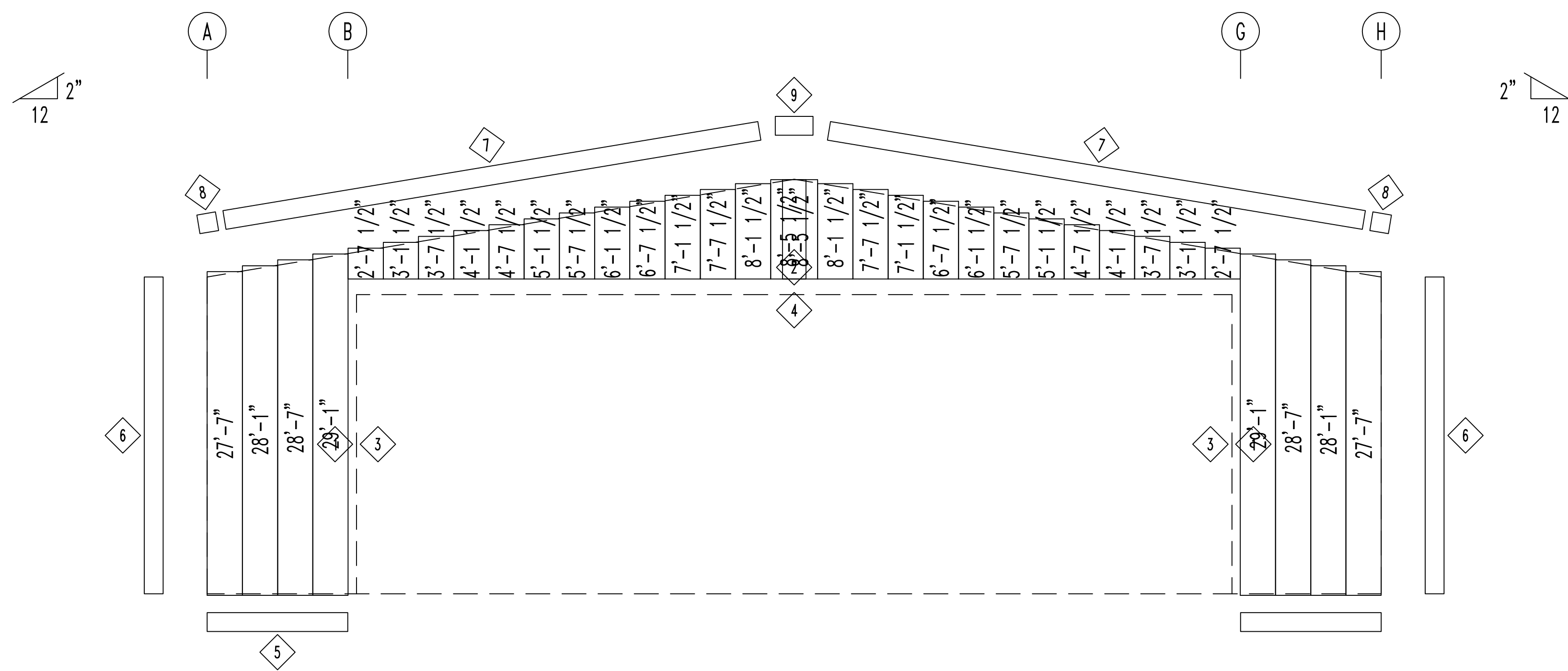
NON FRAME ELEVATION



ROOF FRAMING PLAN

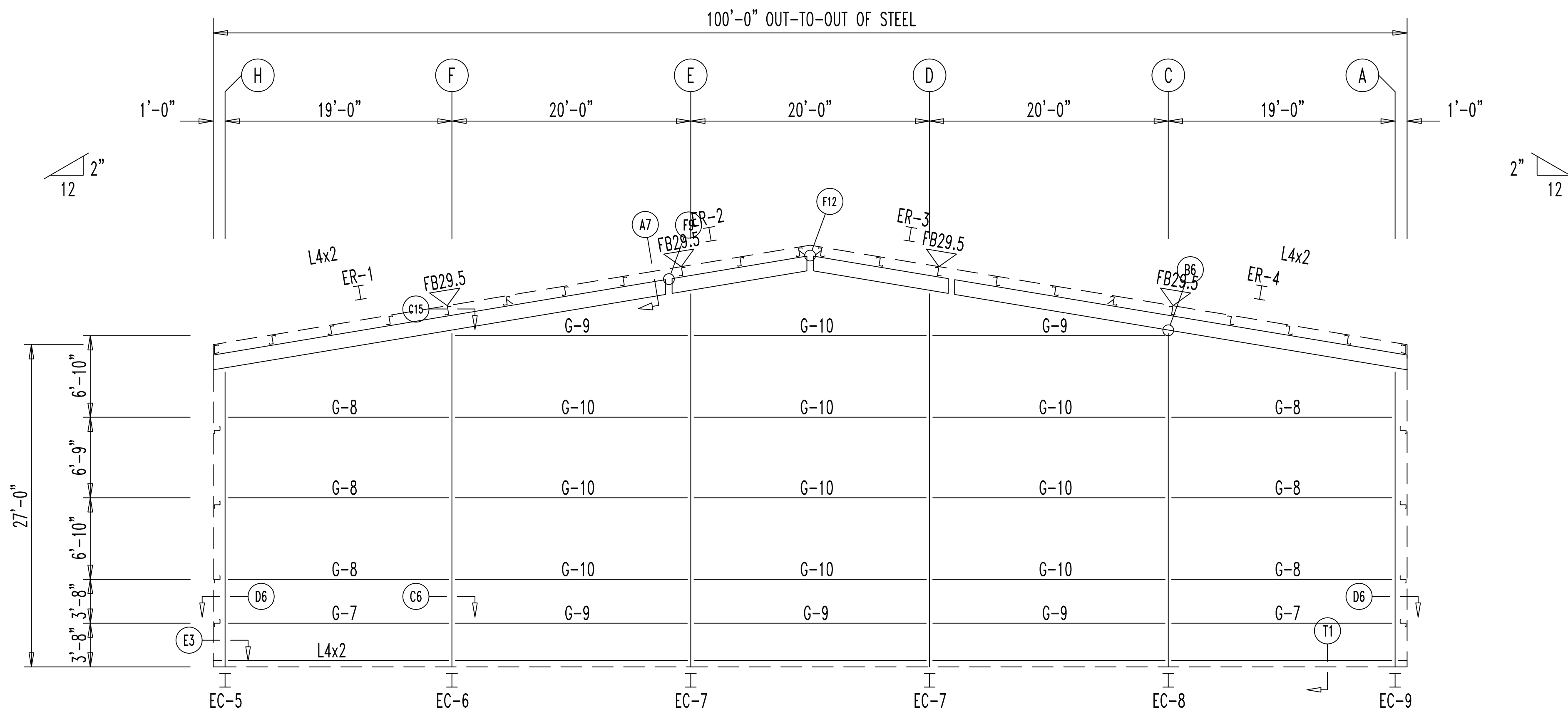


ENDWALL FRAMING: FRAME LINE 1

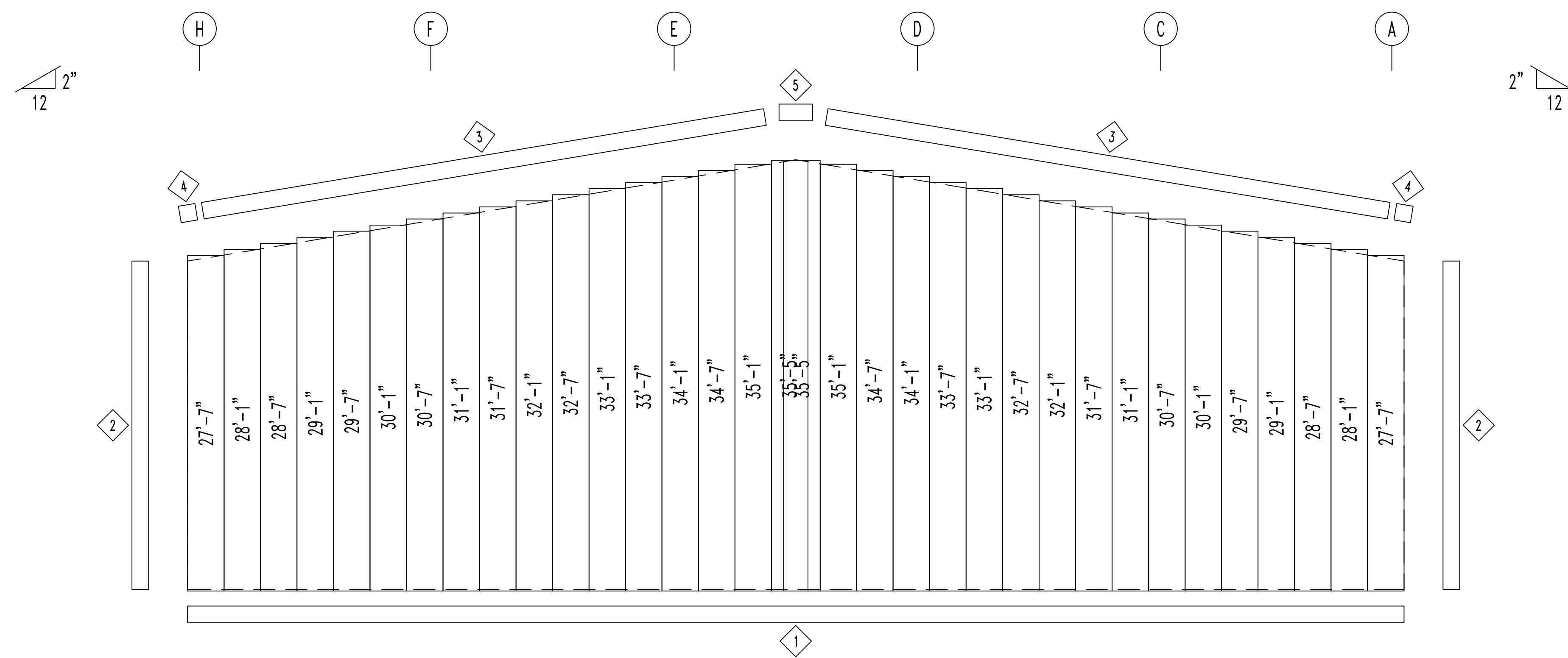


ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. PBR - NEED ETAS COLOR

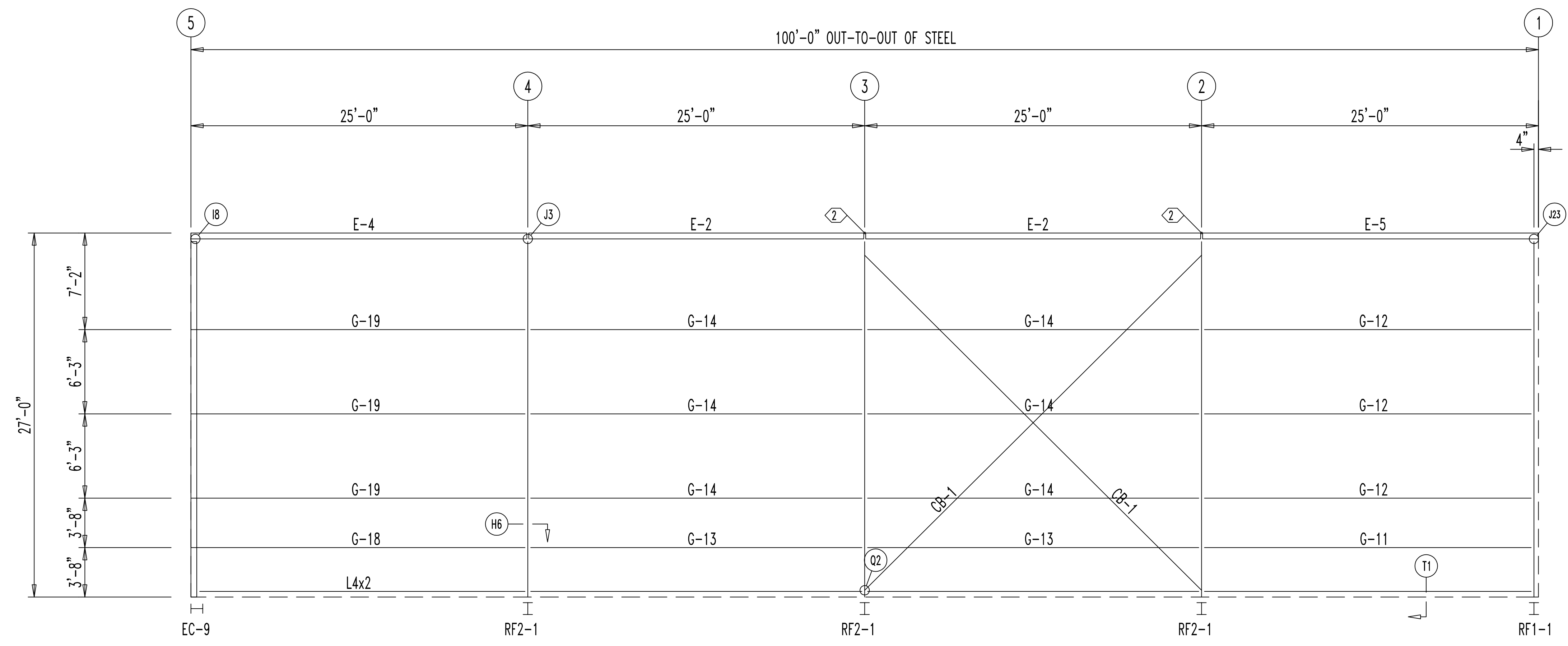


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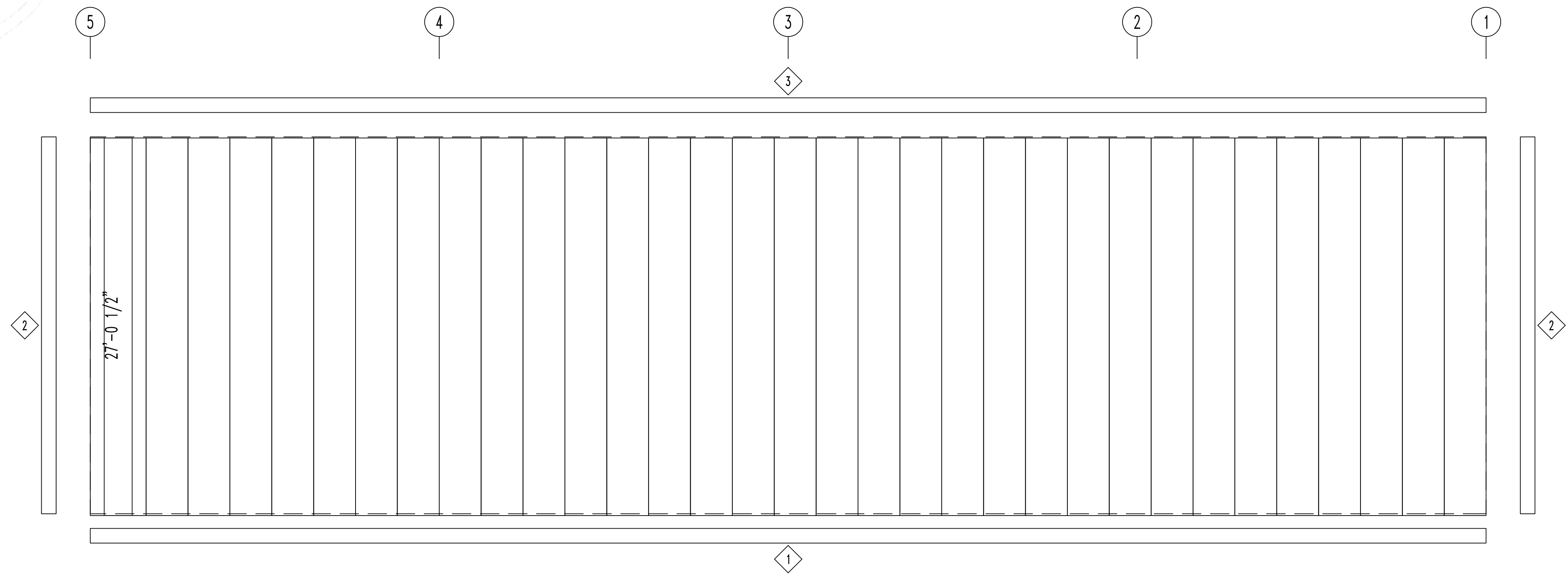


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PANELS: 26 Ga. PBR - NEED ETAS COLOR

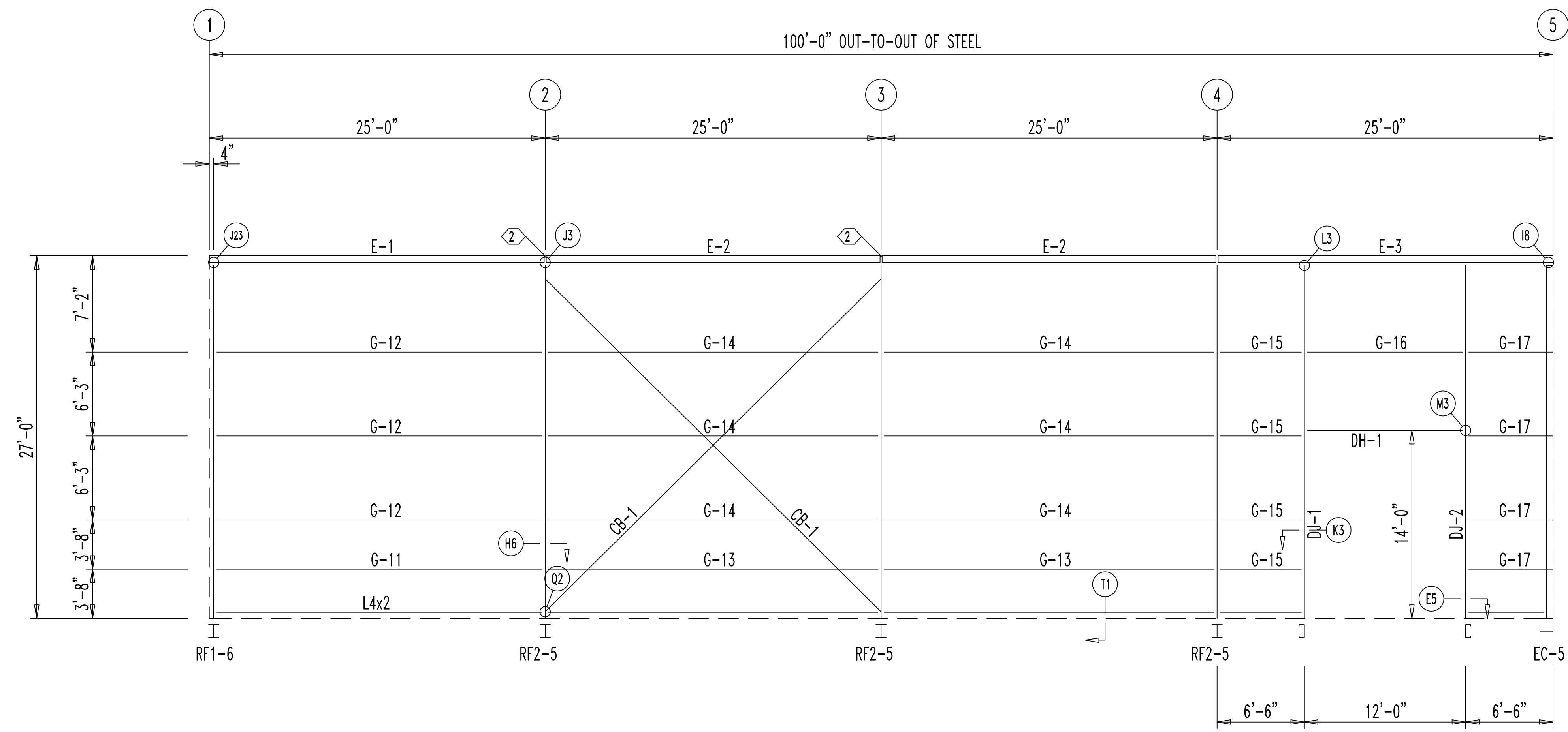


SIDEWALL FRAMING: FRAME LINE A

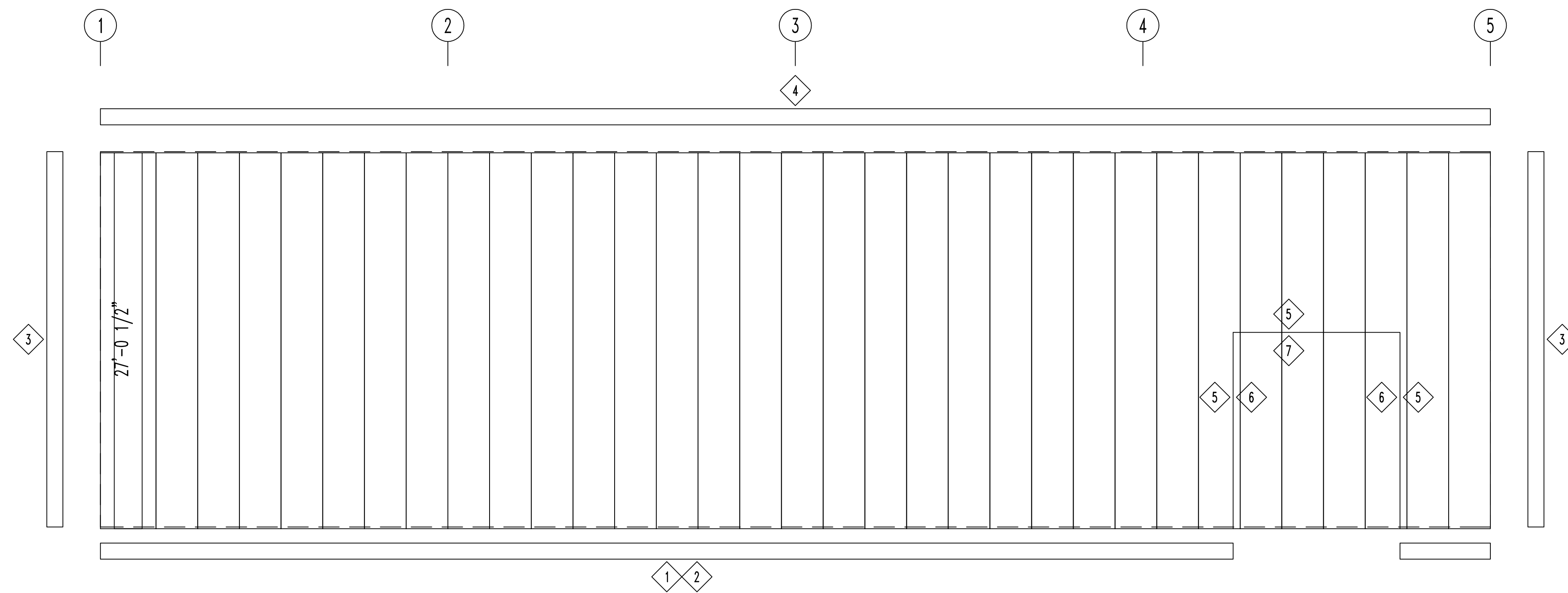


SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. PBR - NEED ETAS COLOR



SIDEWALL FRAMING: FRAME LINE H



SIDEWALL SHEETING & TRIM: FRAME LINE H

PANELS: 26 Ga. PBR - NEED ETAS COLOR



75' 6" x 25' 6" PowerLift Hydraulic Door

Generated in PowerLift Version 4.1.25

Date: 1/17/2022

Moab, UT 84532

Project Info:

Project Name: Clayton Boyd
Building Company: Clayton Boyd
Customer Name: Clayton Boyd
Estimator Name: Gary
Application Type: -
Est. Delivery Date:

Building Info:

Jamb Type: Steel
Jamb Depth: 8 in.
Header Type: Steel
Header Depth: 8 in.

Contact Info:

PowerLift Location: PowerLift Doors by GMAC
PowerLift Phone (801)-973-2117

Steel Cut Lengths:

Steel Coverage Width: 75 ft. 4 in.
Steel Coverage Height: 24 ft. 6-1/16 in.

Door Info:

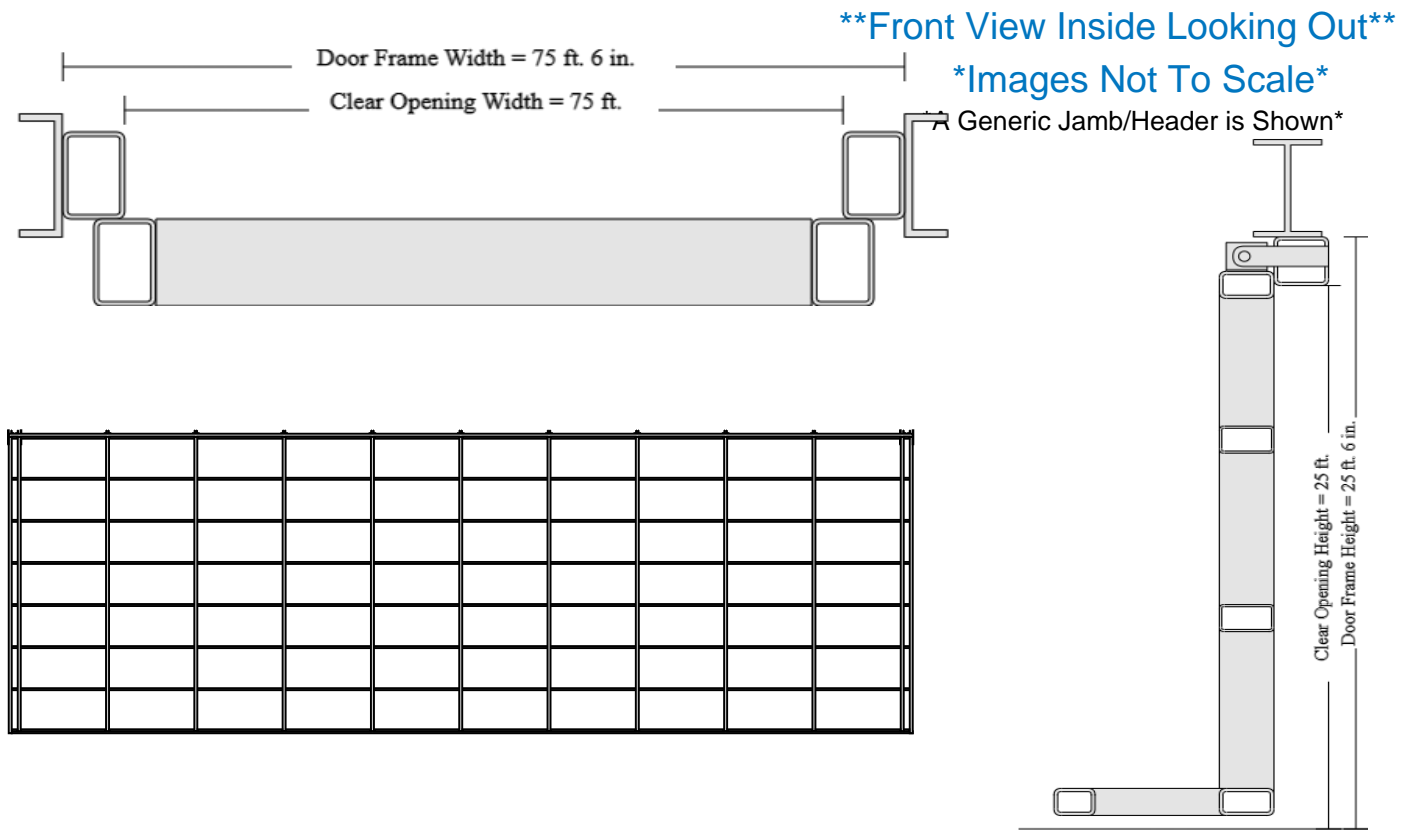
Door Classification: Max
Door Criteria: Engineering
Door Color:
Remote Control: na
Nailers: Top & Bottom
Door Mount: Inside Mount
Insulation: 3" Fiberglass Batt
Int. Cladding: None
Ext. Cladding: 26 Ga. Metal Siding
Hydraulic Mount Side: na
Crossmember Material: Steel
Crossmember Recess Depth: 0 in.
Concrete Slab Poured: Yes
Embed Posts in Concrete: 0 in.
Truss Type: Outside Truss

Design Info:

Cylinders: Max (Series 1)
Frame Header: 6" x 6" x 3/16"
Frame Posts: 8" x 3" x 3/8"
Gusset Tube: 5" x 3" x 1/4"
Door Header: 6" x 3" x 3/16"
Door Legs: 8" x 3" x 3/8" (x2)
Vertical Rails: 5" x 3" x 11Ga (9)
Cross Members: 3" x 2" x 14Ga
Bottom Tube: 6" x 2" x 11Ga
Top Tube: 3" x 2" x 11Ga
Truss Uprights: 3" x 2" x 14Ga
Truss Diagonals: 1.25" x 1.25" x 11Ga
Upright Length: 24"
Camber: 2.50"
Tubing: ASTM A500 Grade B (Fy: 46000psi)

Build Notes:

0



- There are no Row 1 Windows.
- There are no Row 2 Windows.
- There are no Service Doors.
- There is no Wainscot.

{ASD}	Header Loads		Post Top Rxns		Cyl. Couple		Hur Pins	Base Rxns	
Door Closed	Ax	Ay	Bx	By	Pc1	Pc2	Dx	Dx	Dy
Windward (+)	138 plf	² 101 plf	796 lb	0 lb	0 lb	0 lb	3822 lb	1390 lb	2832 lb
Leeward (-)	-171 plf	² 101 plf	987 lb	0 lb	-1579 lb	-2934 lb	5114 lb	-1354 lb	2832 lb
Door Open	Ax	Ay	Bx	By	Pc1	Pc2	Dx	Dx	Dy
Self Weight	-51 plf	² 59 plf	+/-1895 lb	0 lb	26145 lb	126145 lb	0 lb	1347 lb	4174 lb

¹ Building Jamb can be designed to share load with PowerLift Frame Post (see Page 5).
² Building Header can be designed to share load with PowerLift Frame Header (see Page 7).
³ Distributed Load on Header is applied across 63.97 ft (Cntr'd on Header); Includes Self Weight.

Design Notes:

- Code = IBC 2012
- Building Risk Category = 2
- Exposure Category = C
- Design Wind Speed = 103 mph
- Positive (Windward) Windload: 15.49 psf; EWA=>[0.70]
- Negative (Leeward) Windload: 16.80 psf; EWA=>[-0.80]
- Door Weight (incl. Cladding) = 12128 lbs
- Cladding (0.79 psf): 1459 lbs
- Door Leaf (excl. Cladding): 8007 lbs
- Frame: 2662 lbs

Confidential:

The information contained in the engineering is the sole property of PowerLift Doors. Any reproduction in part or as a whole without the express written permission of PowerLift Doors is prohibited.

Disclaimer:

It is the responsibility of the building designer to determine the structural adequacy of the building to withstand the forces from the door. PowerLift Hydraulic Doors IS NOT responsible for the design of the building structure. PowerLift IS NOT responsible for the Selection/Design of the Building Header, nor the Building Jamb. All reactions and Forces listed in this document should be reviewed by a licensed Professional Engineer.

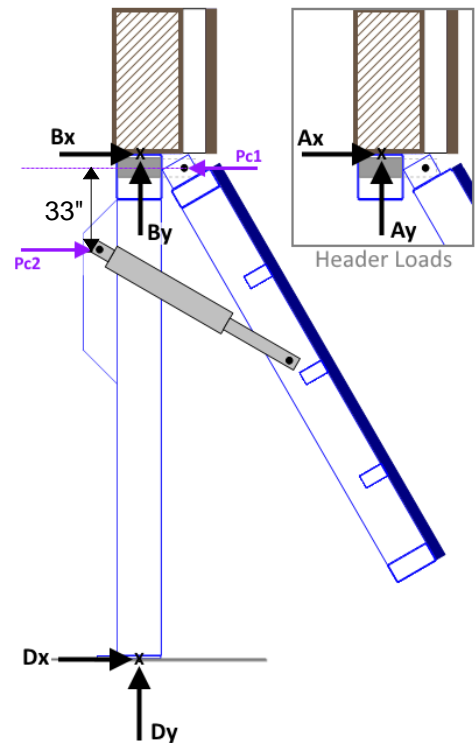


Figure 5.1: Reaction Elevation View

Horizontal wind load deflection of door = 0.49"

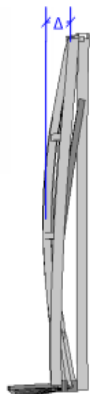


Figure 5.2: Horizontal Deflection

Vertical dead load deflection = 1.72"

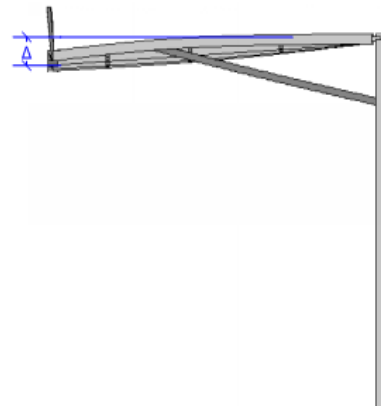


Figure 5.3: Vertical Deflection

This page is meant to show reactions only. Door configuration is generic and will vary.

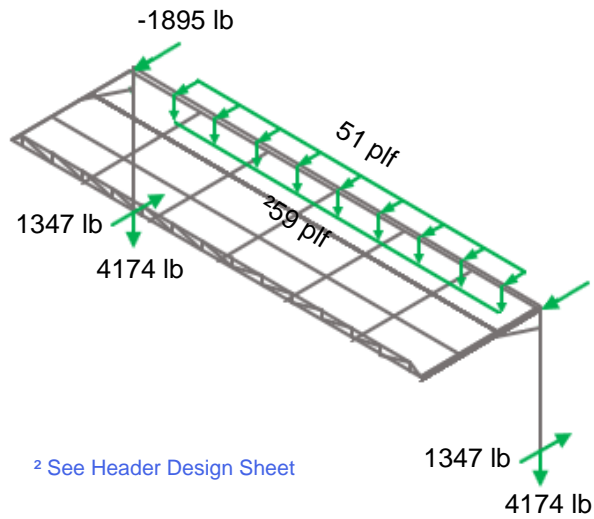


Figure 5.4: Dead Load - Open

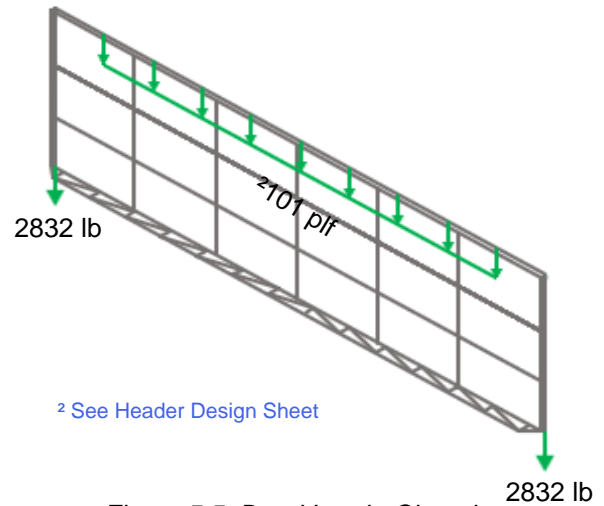


Figure 5.5: Dead Load - Closed

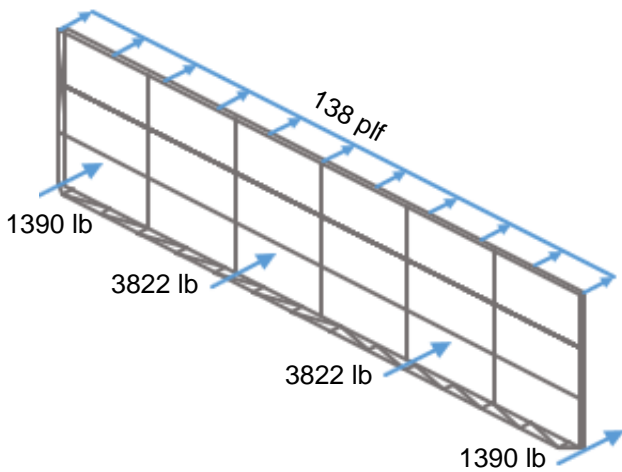


Figure 5.6: Wind Load - Positive Pressure

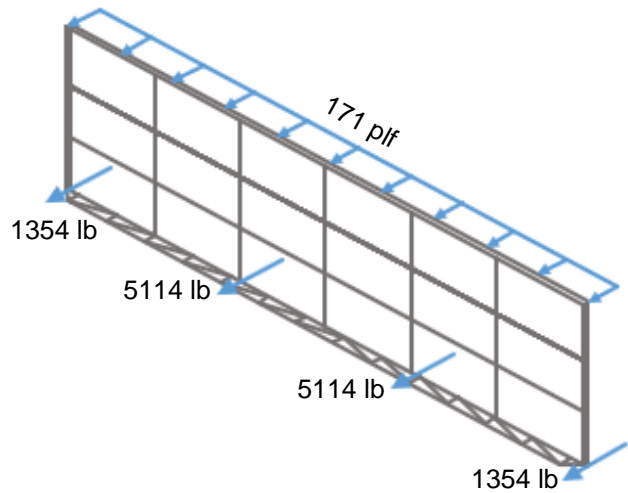


Figure 5.7: Wind Load - Negative Pressure

Hurricane Pins = 2

The following building jamb design guidelines are intended to aid in the engineering design of your building:

Building Jamb Member	Neg. Wind Load Reaction	Open Dead Load Reaction	Min. Open Angle	Deflection (X-axis)
None	0 lbs	0 lbs	91.18 deg	0.5 in.
Steel				
C8x11.5	512 lbs	4474 lbs	90.86 deg	0.31 in.
C10x15.3	742 lbs	6480 lbs	90.71 deg	0.22 in.
C12x20.7	928 lbs	8103 lbs	90.58 deg	0.15 in.
W8x15	635 lbs	5546 lbs	90.78 deg	0.26 in.
W12x22	974 lbs	8506 lbs	90.55 deg	0.13 in.
W16x26	1100 lbs	9603 lbs	90.46 deg	0.08 in.
W18x35	1166 lbs	10182 lbs	90.41 deg	0.05 in.
W21x44	1208 lbs	10543 lbs	90.38 deg	0.03 in.
Wood				
6x6	74 lbs	646 lbs	91.14 deg	0.47 in.
2x6 (4 plys)	80 lbs	701 lbs	91.13 deg	0.47 in.
2x8 (4 plys)	170 lbs	1488 lbs	91.08 deg	0.43 in.
2x8 (5 plys)	206 lbs	1795 lbs	91.05 deg	0.42 in.
2x8 (6 plys)	239 lbs	2089 lbs	91.03 deg	0.41 in.
2x10 (4 plys)	309 lbs	2698 lbs	90.99 deg	0.38 in.
2x10 (5 plys)	364 lbs	3181 lbs	90.95 deg	0.36 in.
Concrete				
6" Concrete	277 lbs	2417 lbs	91.01 deg	0.4 in.
6" Concrete	596 lbs	5200 lbs	90.80 deg	0.28 in.

Table 5.2: Building Jamb Reaction *

Attachment of PowerLift Post to Building Jamb is Required!

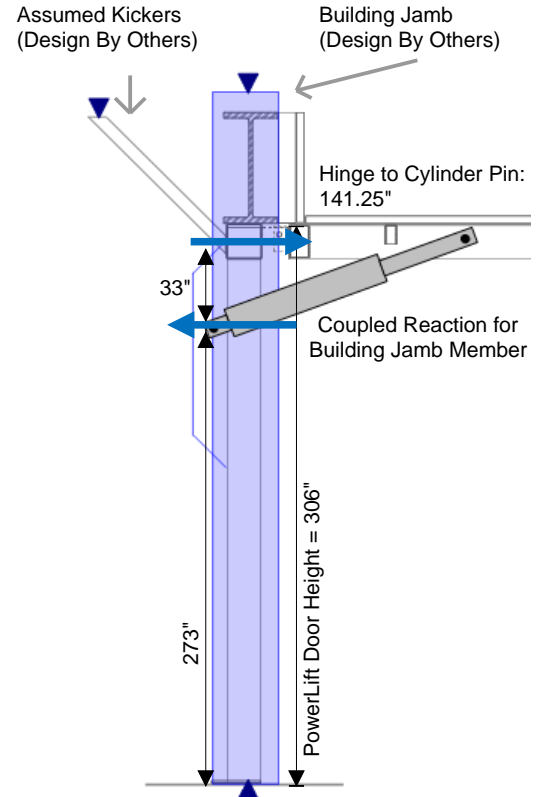


Figure 5.8: Elevation View

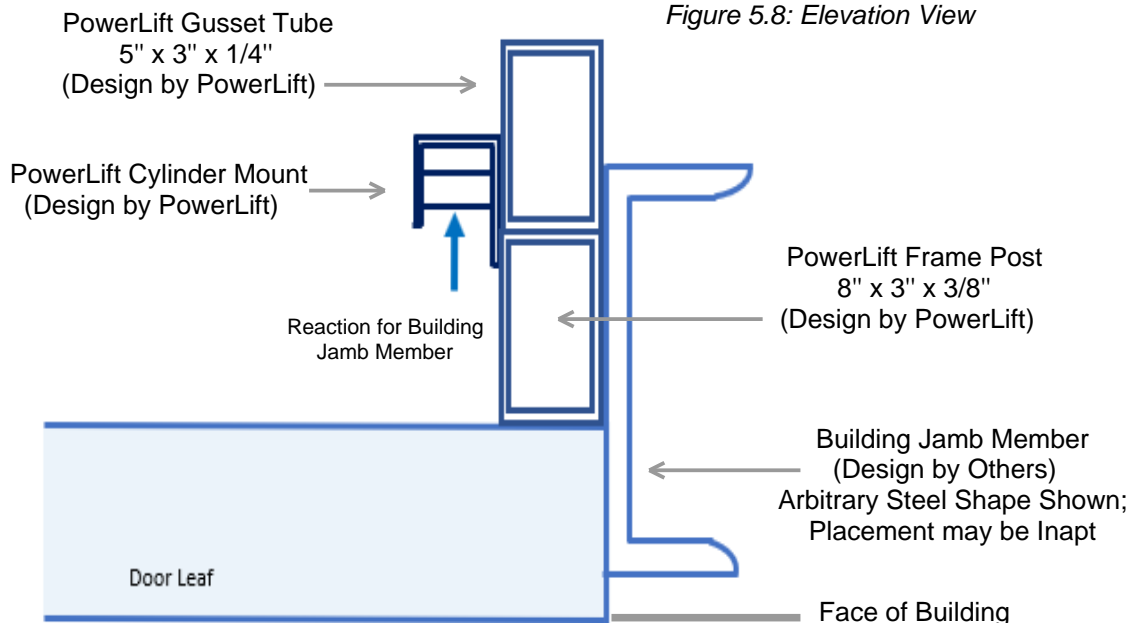


Figure 5.9: Plan View

*Calculated reactions assume the Building Jamb is continuous to the top of the building with wind load kickers present, located at the center line of the PowerLift frame header. Capacity for the building jamb is for reference only and needs to be verified by the building engineer. It does not consider any torsional or axial loading from the building, kicker, ect. Steel Channels are assumed to be ASTM A36. Steel Wide Flanges are assumed to be ASTM A992. Wood is assumed to be SPF No. 2. Concrete is assumed to be $f'c = 4$ ksi. Min. Open angle is the minimum opening angle of the cylinder to counteract dead load deflection and achieve full clear height.

Step 1: Select Desired Building Jamb Member

Building Jamb member should limit minimum open angle to less than 91 degrees for typical cylinder extension. Angles greater than 91 degrees may be used if cylinder is to extend past the typical 91 degrees. Building Jamb Capacity should not exceed 100%.

Ex. From Table 5.2 select a C8x11.5 Building Jamb

Step 2: Verify Building Jamb Member can handle loads

- a. Get the corresponding loads from the selected building jamb member in the table provided.
 - The negative wind pressure reaction shall be treated as a factored wind load reaction (ASD).
 - The door open reaction shall be treated as an unfactored dead load reaction.
 - Torsion generated by eccentric loading is able to be handled and terminated by the PowerLift door system.
 - Loads are calculated to produce the correct maximum moment to design the building jamb member.

Ex. From Table 5.2, the force couple load for the building jamb when the door is open is 4474 lb.
From Table 5.2, the force couple load for the building jamb under negative wind pressure is 512 lb.
The negative wind pressure force couple acts in the opposite direction of the door open force couple.

If you choose a member not in Table 5.2 or a configuration other than that shown in Figure 5.8:
Ratio the total load based on the stiffness of the building door jamb, PowerLift post and PowerLift gusset tube.
The total load over all three members at the jamb is 11824 lb.
The gusset tube extends a minimum of 72 in. down from the centerline of the PowerLift header.
Jamb deflection at the point of the load should be a maximum of 0.39 in. for 91 degrees of minimum open angle.
This allows for an overall jamb deflection of approximately 1.2773564839296336 in.

- b. Apply any additional loads from the building on the building jamb.

Ex. Dead load from the building header, building dead load, building live load, ect.

- c. Perform appropriate load combinations and verify building jamb capacity is adequate.

Step 3: Design building for termination of cylinder couple force load

The load on the jamb is part of a force couple induced by the cylinder.
This load becomes internal to the jamb member and results in an overall couple force on the building.
The resulting load on the building is as shown in Figure 5.4.

The following design building header guidelines are intended to aid in the engineering design of your building:

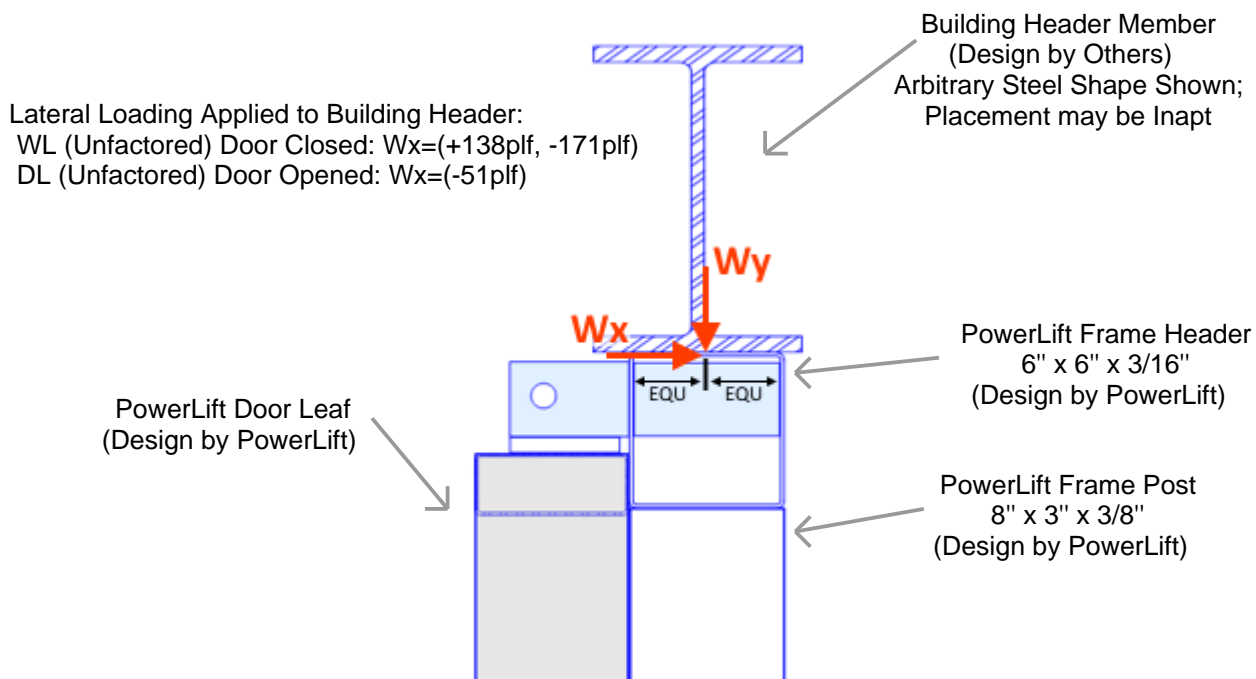
Approximate moment of inertia of Door when closed: $I_x = 1021.0 \text{ in}^4$

Approximate moment of inertia of Door when opened: $I_x = 22.3 \text{ in}^4$

Member	Open Door: Factored Vert. Load (Wy)	Closed Door: Factored Vert. Load (Wy)
W30x90 (3610.0 in ⁴)	58.7 plf	78.8 plf
W27x84 (2850.0 in ⁴)	58.6 plf	74.4 plf
W24x55 (1350.0 in ⁴)	58.1 plf	57.5 plf
W21x44 (843.0 in ⁴)	57.6 plf	45.7 plf
W18x35 (510.0 in ⁴)	56.6 plf	33.7 plf
W16x26 (301.0 in ⁴)	55.0 plf	23.0 plf
W14x22 (199.0 in ⁴)	53.1 plf	16.5 plf
W12x14 (88.6 in ⁴)	47.2 plf	8.1 plf

Table 5.3: Vertical Loading Applied to Building Header*

Shapes provided in Table 5.3 MIGHT NOT represent a valid Header/Lintel! Designing Engineer should verify that a given header/lintel will have sufficient strength/serviceability to support the respective Factored Vertical Loads as shown. Configurations that are not listed in the chart (ie. Structural Shapes, Steel Trusses, Wood Trusses, and Concrete Lintels) can be utilized; Designing Engineer is advised to utilize the Full Vertical Load of: $W_y = 101 \text{ plf}$ (ASD). NOTE: The Factored Vertical Loads DO NOT include the self-weight of their respective W-Shape.



*Linear loads are based on additive section properties of the PowerLift door and building header. Methodology = ASD

Step 1: Select Desired Building Header Member

Building Header to be installed (or cambered) such that dead load deflection will not violate the door clear opening. For a bottom door gap of 2.5 in, header deflection should be limited to 1.0 in for snow and live loading.

Ex. From Table 5.3, select your building header.

The shape W18x35 will be selected for the purpose of this example.

Step 2: Verify Building Header can handle loads

a. Get the corresponding load for the selected header in the table provided.

This load shall be treated as an unfactored dead load reaction.

Ex. From Table 5.3, The linear vertical load for the header when the door is opened is 56.6 plf

Ex. From Table 5.3, The linear vertical load for the header when the door is closed is 33.7 plf

If you choose a member not in Table 5.3:

- Ratio the total load based on the stiffness of the door and the building header
- The moment of inertia for the door can be found above Table 5.3
- The total load when opened across the opening is 59.1 plf.
- The total load when closed across the opening is 101.0 plf.
- Take the remainder of the dead load not carried by the header out through the posts.

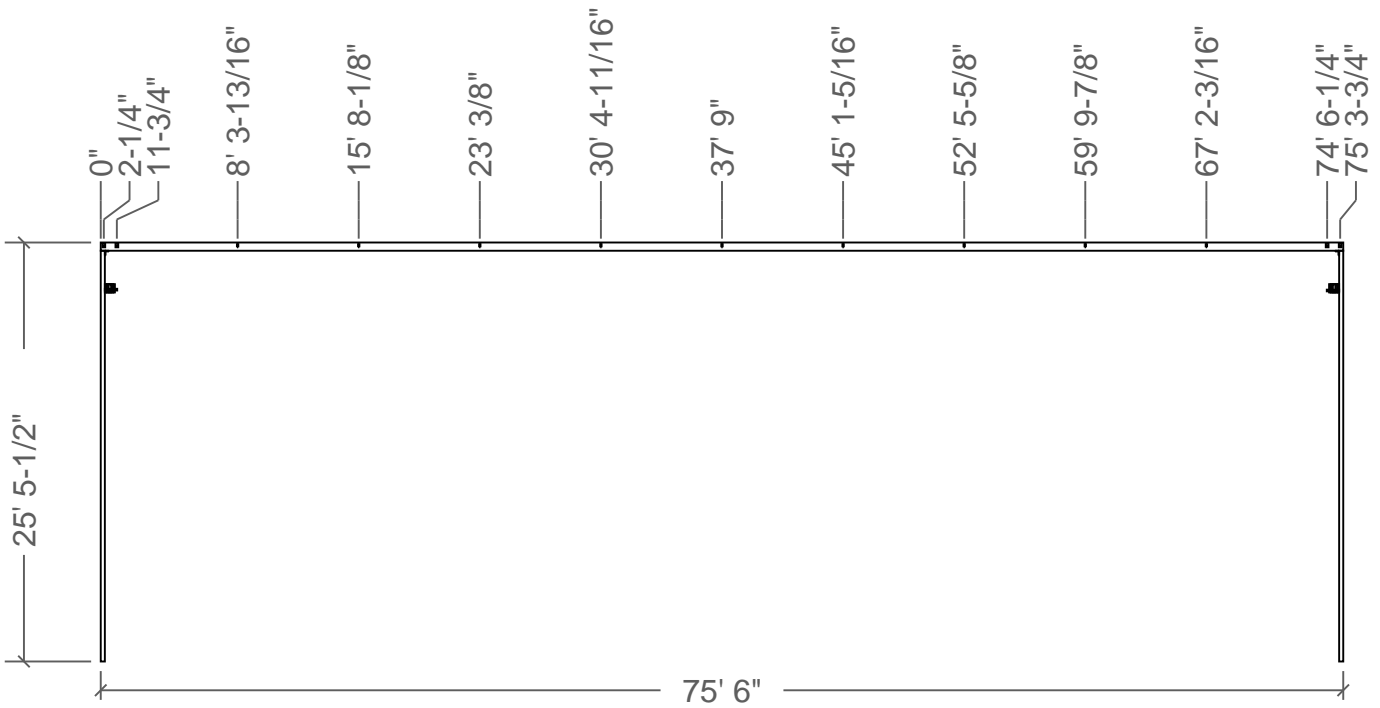
b. Apply any additional loads from the building on the building header.

Ex. Dead load, snow load, live load, etc.

c. Perform the appropriate load combinations and verify building header is adequate.

Step 3: Design building for termination of building header loads

a. All load carried by the building header must be terminated through the building appropriately; the use of kick-braces to resolve lateral loading is advised.





**AIRPORT PROPERTY LEASE AND LICENSE
AGREEMENT BY AND BETWEEN**

**GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT
AND**

**UBTS, LLC
FOR**

LOT 15

Airport Property Lease and License Agreement
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AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement (“Agreement”), is made and entered into this 8th day of June, 2022 by and between GRAND COUNTY, a Utah political subdivision (“County”), whose address is 125 East Center St., Moab, UT, 84532, and UBTS, LLC (“Tenant”), collectively referred to hereinafter as the “Parties” and individually as a “Party”.

RECITALS:

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

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

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

1. PREMISES

- a. Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
 - i. The square footage of a one-hundred foot by one-hundred foot (100’ x 100’) lot or space having approximately 10,000 total square feet of space, hereinafter “Space,” located on a tract of land (Lot 15) at the Airport, which leased space being more particularly described in Exhibit A, which is attached hereto.
- b. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT “AS-IS” PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED

UNDER THIS AGREEMENT NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM

- a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 22nd day of June, 2022 (hereinafter the "Effective Date") and ending on the 21st day of June, 2052.

3. AGREEMENT RENEWAL

- a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement in writing, renew this Agreement (hereinafter referred to as "Renewal Term") for up to four (4) separate five-year (5-year) intervals. This Lease may not be renewed for more than four 5-year Renewal Terms.
- b. Tenant will provide a written request to the County not less than one hundred and twenty (120) days prior to the expiration of the Agreement or Renewal Term for each additional term of five (5) years.
- c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
- d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
- e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(c) and (d).

4. RENT

- a. Rent. Tenant agrees to pay County the Base Rate of twenty-five hundred dollars (\$2,500.00) as established in the County Fee Ordinance, calculated as twenty-five cents [\$0.25] per square foot (10,000) per year ("Rent").
 - i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
 - ii. If paid annually, Year 1 Rent shall be paid in advance, prorated from the Effective Date through December 31, 2022, and all other Rent shall be paid annually on January 2 of each year or within 30 days of invoice by the County.
 - iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
- b. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to:

- i. **County Clerk, 125 East Center St., Moab, Utah 84532.**
- c. **Delinquent Payments.** Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee (“Late Fee”). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum (“Default Interest”).
- d. **Rental Adjustments:**
 - i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year (“Rent”).
 - ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

5. HOLDING OVER

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

6. EXPIRATION/TERMINATION

- a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 11) in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County’s sole discretion and subject to the County’s RFP process).
- b. In the event that Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to ownership by the County; provided that such

- improvements shall be surrendered to County in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.
- c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
 - d. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
 - e. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.
 - f. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation ("RFP") for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

7. COUNTY RIGHT OF FIRST REFUSAL

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

- b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than sixty (60) days prior to expiration or termination of this Agreement.
- c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

8. USES AND PRIVILEGES OF TENANT

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

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

1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.
- h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises, and must provide a key or entry instructions to the Airport Director.

9. MINIMUM STANDARDS AND RULES AND REGULATIONS

- a. Compliance. Tenant, throughout the duration of this Agreement, shall comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County.
- b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of this Lease shall control.

10. INSPECTION

- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
- b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
- c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear excepted.
- d. County Inspection. The County shall have the right to inspect the Leased Premises during regular business hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which case no notice need be given.

11. IMPROVEMENTS

- a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structures, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar.
- b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.

- c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
- d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenant's operations thereon.
- e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.
 - i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.
 - ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.
 - iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility for such shall at all times remain with Tenant.
- f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
 - i. Tenant agrees to complete Form FAA 7460-1 Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
 - ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.
- g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements, Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

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

12. FINANCING

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

13. TAXES AND LICENSES

- a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
- b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.

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

14. REPAIR AND MAINTENANCE

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

15. SNOW REMOVAL

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

16. ALTERATIONS AND ADDITIONS

- a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
- b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes

exceeding \$10,000.00 in cost shall be made without the prior written approval of County.

- c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
 - i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
 - ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
- d. All alterations, additions, installations, placement, erections or changes shall be subject to the requirements of Section 11 (Improvements).

17. SIGNS

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

18. FIRE EXTINGUISHERS

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

19. UTILITIES

- a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
- b. County assumes no responsibility for such utilities.
- c. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.

- d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of Lot 15 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

20. INDEMNIFICATION

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

21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
- c. Tenant shall carry and keep in force applicable insurance coverage of each policy or policies, as follows:
 - i. **Commercial General Liability / Aviation Liability:** Insurance including property damage, bodily injury and personal injury.
 - 1. \$2,000,000 per occurrence and \$4,000,000 annual aggregate;

- ii. **Commercial Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any;
 - 1. \$1,000,000 per occurrence with no limits
 - iii. **Products/Completed Operations Liability:** Combined single limit bodily injury and property damage.
 - 1. \$1,000,000 for each occurrence and in the annual aggregate;
 - iv. **Owned, Hired, and Non-Owned Liability:**
 - 1. \$1,000,000 for each occurrence;
 - v. **Ground Hangar Keepers Liability:**
 - 1. \$1,000,000 each aircraft and;
 - 2. \$1,000,000 for each occurrence;
 - 3. With a maximum deductible of \$10,000 each and every loss;
 - vi. **Workers Compensation Insurance:** Statutory, in compliance with State of Utah law;
 - vii. **Pollution Liability for Commercial Operators:**
 - 1. \$1,000,000 for each occurrence
 - viii. **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.
- d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
- e. Each insurance policy must include Grand County as additional insured.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph before execution of this Agreement, annually in January of each year, and within 5 days of request by the County.
- i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
 - ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
 - iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying Grand County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance

company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

- g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, customers, guests, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
- i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. i. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

22. DAMAGE OR DESTRUCTION

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

the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.

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

23. OBLIGATIONS OF COUNTY

- a. Clear Title.
 - i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
- b. Operation as a Public Airport.
 - i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
- c. Approval of Plans.
 - i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
- d. Maintenance of Airport.
 - i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
 - ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
 - iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which

Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without the Airport.

- iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

24. RELOCATION OF PREMISES

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

25. DEFAULT

- a. The following shall constitute a material default and breach of this Agreement by the Tenant:
 - i. Failure to Pay Rent / Amounts Due.
 - 1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this

Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.

- ii. Abandonment of Premises.
 - 1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.
- iii. Provides Materially False Information.
 - 1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.
- iv. Bankruptcy or Insolvency.
 - 1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
 - a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
 - b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.
- v. Unapproved or Unauthorized Transfer of Interest.
 - 1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.
- vi. Failure to Comply with Insurance Requirements.
 - 1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall

be considered a material default and breach of this Agreement.

vii. Other Agreement Provisions.

1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.

b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, Tenant may avail itself of the following remedies which are cumulative and not exclusive:

i. Right of Surrender.

1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

ii. Right to Re-Enter.

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

iii. Right to Relet Premises.

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

fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

- i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, to the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

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

26. COSTS AND ATTORNEYS' FEES

- a. The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this

Lease. Any action commenced concerning the provisions of this Lease shall be held in Grand County, Utah.

27. CANCELLATION BY TENANT

- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
 - i. The permanent abandonment of the Airport for general aviation;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
 - iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

28. QUIET ENJOYMENT

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

29. PUBLIC RECORDS

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

30. NON-DISCRIMINATION

- a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:
 - i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
 - ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted

Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

- iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.
- b. Affirmative Action.
 - i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment.
- c. Human Rights Law.
 - i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
- d. Enforcement.
 - i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- e. Subordination to Authority Government Commitments.
 - i. This Agreement is subordinate to the provisions of any Agreements between County and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification.

31. RIGHT OF FLIGHT

- a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall

include the right to cause in that airspace such noises as may be inherent to the operation of aircraft used for flight in the air; and that County reserves the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

32. NOTICE AND PLACE FOR PAYMENT OF FEES

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

UBTS, LLC
Attn: Eli Maloy
P.O. Box 3406
Basalt, CO 81621
Phone: 970-948-6608
mortiz@

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

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

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

County Attorney
125 East Center St.
Moab, Utah 84532

- i. Or at any other place as County may designate to Tenant in writing.
- c. No successor to County's interest shall be entitled to receive fee payments until Tenant shall have been furnished with:

- i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
- ii. a photocopy of the deed or other instrument by which such interest passed.

33. COMPLIANCE WITH LAWS

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

34. EVENT OF WAR OR NATIONAL EMERGENCY

- a. During time of war or national emergency County shall have the right to establish an Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

35. ASSIGNMENT AND SUBLETTING

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

36. AMENDMENTS.

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

37. SEVERABILITY.

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

38. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the Parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
- c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Tenant or others, within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

- e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- f. This Agreement shall be construed under Utah law and shall be interpreted in the Utah Seventh District Court.
- g. "Tenant" as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, directors, officers, agents, members, and shareholders, and Tenant shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

SIGNED: _____
UBTS, LLC., by Eli Maloy DATE

SIGNED: _____
Jacques Hadler, Grand County Commission Chair DATE

ATTEST: _____
Gabriel Woytek, County Clerk DATE

EXHIBIT A

PREMISES

Description:

SPACE OR LOT 15 as depicted in the attached diagram consisting of ___ feet by ___ feet,
or _____ sq. ft.

EXHIBIT B

APPROVED AIRCRAFT

(Additional forms as necessary for number of aircraft)

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

TENANT

AIRCRAFT

Signature

AC NO: N_____

Address

MAKE: _____

City / State / Zip

MODEL: _____

Telephone

YEAR: _____

(Attach Copy of A/C Registration)

CANYONLANDS REGIONAL AIRPORT

Airport Director

EXHIBIT C

CERTIFICATE OF INSURANCE (COI)

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<p>PRODUCTS</p> <p>COMPLIANCE POLICY INSURANCE POLICY INSURANCE</p>			<p>INSURER(S)/TERRITORY COVERAGE</p>			
<p>INSURED</p>			<p>INSURANCE 1:</p> <p>INSURANCE 2:</p> <p>INSURANCE 3:</p> <p>INSURANCE 4:</p> <p>INSURANCE 5:</p>			
COVERAGE		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
NO.	TYPE OF INSURANCE	POLICY CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<p>COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> GEN. AGGREGATE LIMIT APPLICABLE PER POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LDC</p> <p><input type="checkbox"/> COVER</p>					<p>CASH HOLD-ADVANCE 0</p> <p>DEDUCTIBLE TO RETIREE 0</p> <p>DEDUCTIBLE TO RETIREE 0</p> <p>BIOL. EXP. (Per Occurrence) 0</p> <p>PERSONAL & AUTO EXCL. 0</p> <p>DIRTY-ON-ACCIDENT 0</p> <p>PRODUCTS - COMP/OP AGG 0</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> OWNED AUTOS ONLY</p> <p><input type="checkbox"/> RENTED AUTOS ONLY</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS ONLY</p>					<p>UNINSURED MOTORIST LIMIT (Per person) 0</p> <p>BODILY INJURY (Per person) 0</p> <p>BODILY INJURY (Per accident) 0</p> <p>PROPERTY DAMAGE (Per occurrence) 0</p>
	<p>UMBRELLA LIFE</p> <p><input type="checkbox"/> EXCESS-LIFE</p> <p><input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> CLAIMS-MADE</p>					<p>CASH HOLD-ADVANCE 0</p> <p>AGGREGATE 0</p>
	<p>EMPLOYER'S LIABILITY</p> <p><input type="checkbox"/> EMPLOYER'S LIABILITY</p> <p><input type="checkbox"/> Y/N</p>					<p>NEW STATUTE 0</p> <p>DEF. COV. 0</p> <p>E.L. EACH ACCIDENT 0</p> <p>E.L. OREASE - (EA EMPLOYE) 0</p> <p>E.L. OREASE - (POLICY LIMIT) 0</p>
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Additional Remarks Schedule may be attached (if not space is required))</p> <p>Certificate Holder is listed as Additional Insured</p>						
CERTIFICATE HOLDER				CANCELLATION		
<p>Grand County, Utah 125 E Center St. Moab UT 84532</p>				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>		
				<p>AUTHORIZED REPRESENTATIVE</p>		

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

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of December 18, 2018, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[Ken Lord]**, hereinafter referred to as "**enant**".

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 (40' x 50') 2,000 square feet, more or less, as more particularly described in Exhibit "A" attached hereto as [108 W. Aviation Way, Moab, UT 84532].

1. TERM.

The term of this lease shall be for a period of [30] years commencing on [January 1st, 2019] and shall expire at midnight on [January 30th, 2049]. 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 **\$460.00**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is **[\$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 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:
- 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:

[Ken Lord]
[230 N 1680 E]
[Building F]
[St. George, UT 84790]
Phone: [801-891-9218]
Email: [dr.kenlord@gmail.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.

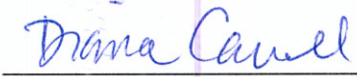
ATTEST:

Ken Lord, (Owner) Date

ATTEST:

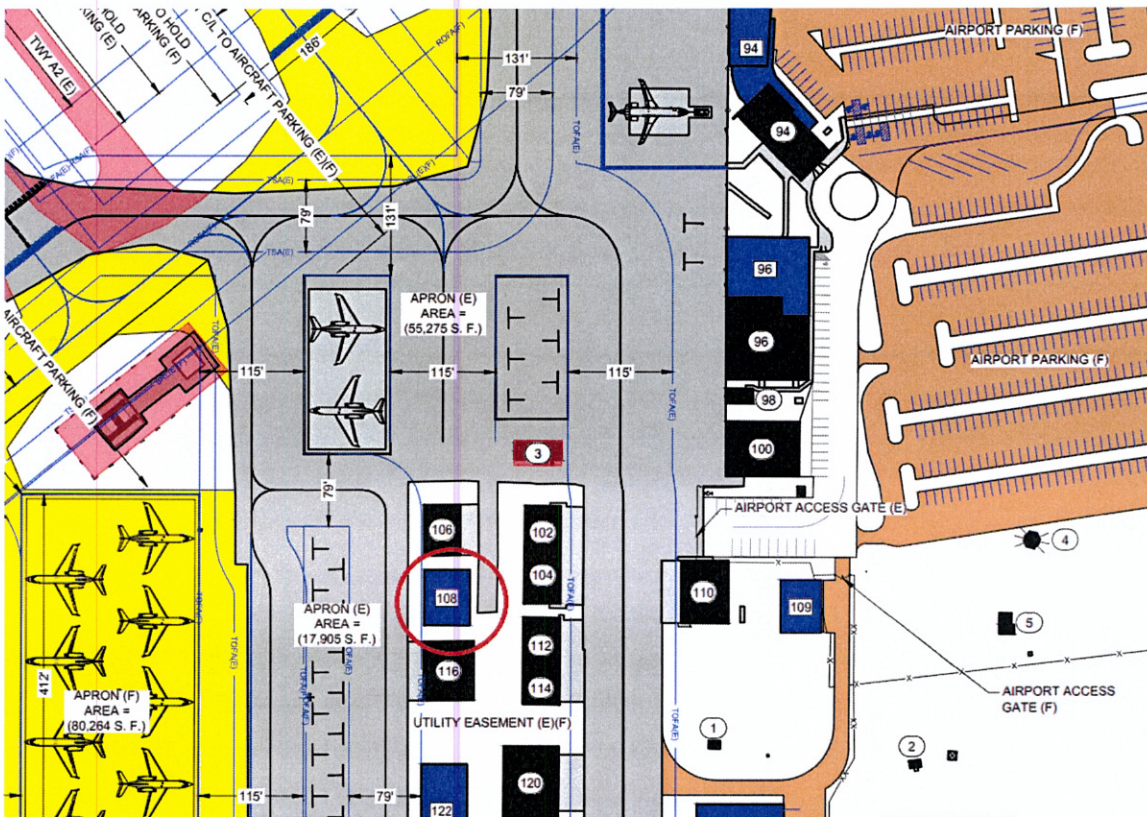
 _____ 12-18-18
Mary McGann, Grand County Council Chair Date

ATTEST:

 _____ 12-18-18
Diana Carroll, County Clerk Date

Attached: Exhibit "A" Description of Lease Area

4846-9703-5567, v. 2





**TERMINATION OF GROUND LEASE AGREEMENT
BY AND BETWEEN
GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT
AND
KEN LORD**

This Termination of Ground Lease Agreement (“Termination”) is made as of the ___ day of June, 2022, by and between GRAND COUNTY, a Utah political subdivision ("County"), whose address is 125 East Center St., Moab, UT 84532, and KEN LORD, an individual whose address is 230 N 1680 E, Bldg F, St. George, UT 84790 ("Tenant"), collectively referred to hereinafter as the “Parties” and individually as a “Party.”

RECITALS:

- A. The Parties entered into a Ground Lease Agreement, dated December 18, 2018, (“Ground Lease”) with respect to the lease of 2,000 square feet, more or less, described therein and known as 108 W. Aviation Way, Moab, UT 84532 (“Space”), a copy of which is attached hereto.
- B. The Parties desire to terminate the Ground Lease upon entering into a new Airport Lease and License Agreement for the Space by and between the County and Canyonlands Hangars, LLC, a Utah limited liability company (the “New Lease”).

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

1. Termination of Ground Lease. The Ground Lease shall be terminated upon the effective date of the New Lease and shall, as of that date, have no further force or effect.
2. No defaults. The Parties hereby represent and warrant, each to the other, that, to the best of their knowledge, the covenants of the Ground Lease have been fully performed through the date hereof, and that there are no defaults, violations, breaches or damages outstanding by any party to the Ground Lease.
3. Applicable Law. This Termination shall be construed under Utah law and shall be interpreted in the Moab District Court.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

ATTEST: __

KEN LORD

DATE

ATTEST:

NAME, Grand County Council Chair DATE

ATTEST:

NAME, County Clerk

DATE

APPENDIX A

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

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

Company Name: Canyonlands Hangars, LLC

Mailing Address: HC 64, Box 2312

City: Castle Valley

State/Zip UT 84532

Phone Number: 859 221 7903

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

Type and Structure of the Organization: Utah limited liability company

Name(s) of Officers or Partners: Ken Lord, M.D.

High Performance Hangars, LLC

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

Name: Canyonlands Hangars LLC

Address 1: HC 64, Box 2312

Address 2: _____

City/State/Zip: Castle Valley, UT 84532

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

Ken Lord, M.D. is a pilot with both private and instrument ratings. Dr. Lord currently holds a ground lease for Parcel 108 and has made lease payments under that agreement since 2018. Dr. Lord flies an M350. Laurel Catto, manager of High Performance Hangars, is a pilot with private and instrument ratings. She is a transactions lawyer who has acquired and managed a portfolio of real estate for her family's Alpenglow Holdings, LLC since 2011. High Performance Hangars is in development with over 60,000 sq. ft. of hangar space on the field at Rifle Garfield County Airport in Rifle, Colorado, and Georgetown Regional Airport, in Georgetown, KY

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

Pilot Licence

x PPL x IR CPL ATP MCP CFI ME

Aircraft Mechanic License (AMP)

Other: Describe Below

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

Parcel 108

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

The hangar will be used solely for storage of privately owned aircraft. No commercial services will be provided.

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

Commencement Date: _____* Completion Date: Not later than 12/31/23

*As soon as possible after approvals and permits are issued, and construction contracts signed.

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

One steel building to serve as a private aircraft hangar, approximately 70' x 70' in area, or 4,040 sq. ft.

Building height at or below 28'.

10. The estimated total cost of construction and improvements. \$ 400,000

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

12. The hours of operations and number of employees. n/a

Hours of Operations: _____ Number of Employees: _____

APPENDIX B
SAMPLE AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

Canyonlands Regional Airport – Building Development

Lot #: 108
Contact: Laurel Catto (859) 221 7903
Adrian Scaife (859) 255-9590

Lease Start: _____
Sq. Ft: 4900 sq ft

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

DEVELOPING A CONTRACT

Meeting with Airport Staff to discuss a potential project; discussion points will focus on the size, location, and intended use of the structure. 5/20/22

Present proposed project to Airport Board for approval to proceed (written letter of intent). 4/4/22

Meeting with Airport Management to work out any issues during discussion of the project with the board, and to review costs (i.e. building application, ground lease rates, increase in rates through time, water/sewage/garbage fees, and power). 5/20/22

Work with Airport Staff and airport's engineer of record, develop a site plan (building footprint) to make sure that it complies with airport layout plan. 5/20/22

___ Determine what type of utilities will be used, and incorporate needed equipment (i.e. propane tanks or septic). Utilities map requested from Armstrong 5/27/22

___ Present proposed ground lease to the Airport Board for Council recommendation. 6/6/22

___ Present airport board-recommended ground lease to the County Commission to get a contractual ground lease between hangar owner and airport owner/sponsor (Grand County). 6/7/22

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

___ Lessee's signature on contract copies.

___ County Clerk's signature on contracts.

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

___ Verification of billing through Clerk's office.

DESIGNING, PLANNING, and CONSTRUCTING PROJECT

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

FAA:

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

___ Determine need for possible temporary 7460 for construction equipment.

UTILITIES:

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

___ 8-1-1 Blue Stake.

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

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

___ Coordinate phone/internet with provider and Airport staff.

ACCESS AND DESIGN:

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

___ Install taxilane to designed specifications, if needed.

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

___ Determine external lighting requirements.

___ Determine compliance with airport security needs, such as secure doors, permanent fences, or temporary fences. Conduct soil testing and share results with Airport Director.

___ Present building design to Airport and Building department.

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

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

___ Determine plan for removal of ground soil.

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

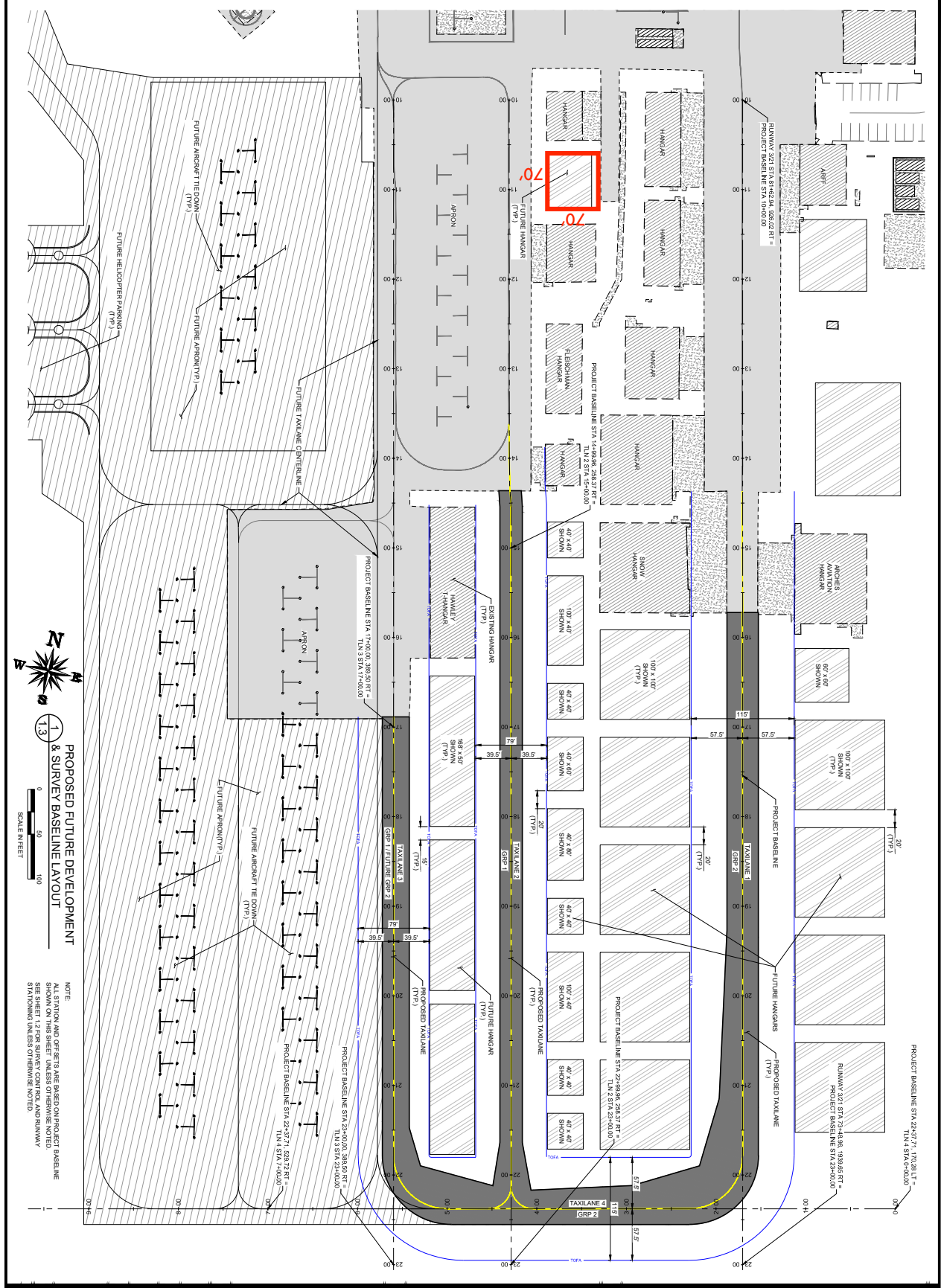
___ Schedule appropriate bathroom facilities for construction crews.

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

___ Determine timeline for construction.

CONSTRUCTION:

- ___ All contractors and laborers must be trained by airport staff for 14 CFR 139.329 training.
- ___ All safety components (parking, barricades, fences, etc) in place prior to initiation.
- ___ Verify utility hook-ups with Airport staff.



PROPOSED / FUTURE DEVELOPMENT & SURVEY BASELINE LAYOUT

Drawn: LBS
 Checked: EFR
 Approved: CSN

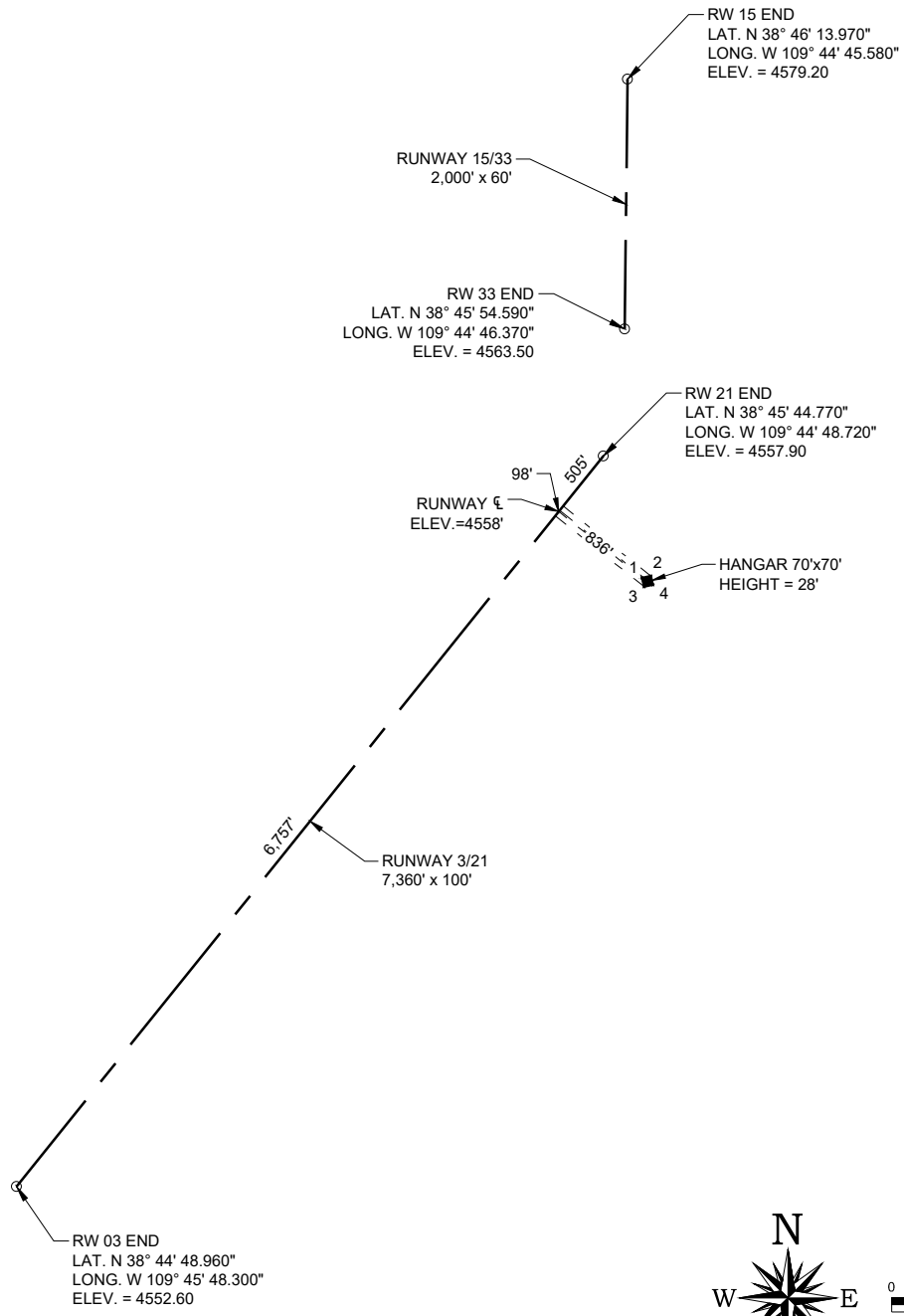
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No.	Revision	Date	By

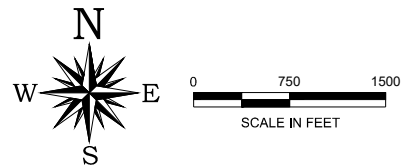
CANYONLANDS FIELD
 GRAND COUNTY, UTAH

CONSTRUCT TAXILANES
 (DESIGN ONLY)

ARMSTRONG
 PLANNING ENGINEERING CONSTRUCTION
 www.armstrongconsultants.com

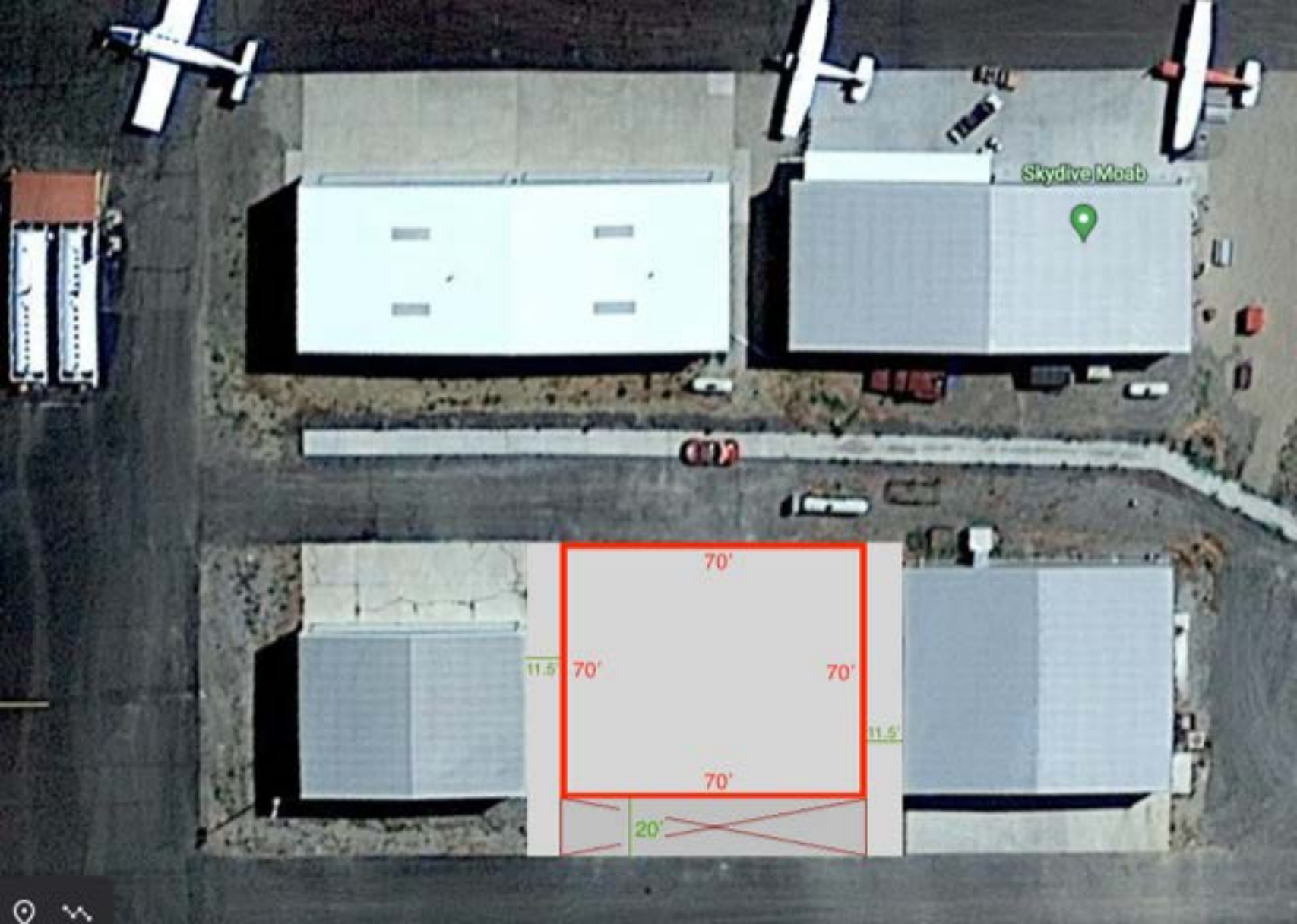


POINT COORDINATES			
POINT #	GROUND ELEVATION	LATITUDE	LONGITUDE
1	4562	N038°45'35.25"	W109°44'45.12"
2	4562	N038°45'35.38"	W109°44'44.25"
3	4562	N038°45'34.57"	W109°44'44.94"
4	4562	N038°45'34.71"	W109°44'44.08"



CANYONLANDS REGIONAL AIRPORT
 GRAND COUNTY, UTAH
 HANGAR 7460-1 SKETCH

ARMSTRONG
 PLANNING ENGINEERING CONSTRUCTION
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Skydive Moab

70'

11.5'

70'

70'

11.5'

70'

20'

GEOTECHNICAL EVALUATION REPORT

PROPOSED HANGAR AND FUEL FARM

Canyonlands Field
Moab, Utah
WT Reference No. 3126JS094

PREPARED FOR:

Jones & DeMille Engineering, Inc.
1535 South 100 West
Richfield, Utah 84701

October 27, 2016

Roger K. Southworth
Managing Director



Bruce M. MacLroy, P.E.
Senior Geotechnical Engineer





**Western
Technologies
Inc.**

The Quality People
Since 1955

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October 27, 2016

Jones & DeMille Engineering, Inc.
1535 South 100 West
Richfield, Utah 84701

Attn: Mr. Dan Schaugaard, P.E.

Re: Geotechnical Evaluation
Proposed Hangar and Fuel Farm
Canyonlands Field
Moab, Utah

Job No. 3126JS094

Western Technologies Inc. (WT) has completed the geotechnical evaluation for the above-referenced project. This study was performed in general accordance with our proposal number 3126PS084 dated September 22, 2016. The results of our study, including the boring location diagram, boring logs, laboratory test results, and the geotechnical recommendations are attached.

We have appreciated being of service to you in the geotechnical engineering phase of this project and are prepared to assist you during the construction phases as well. Please do not hesitate to contact us if the design conditions change or if you have any questions concerning this report. We look forward to working with you on future projects.

Sincerely,

WESTERN TECHNOLOGIES INC.

Roger K. Southworth
Managing Director

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**GEOTECHNICAL EVALUATION
PROPOSED HANGAR AND FUEL FARM
CANYONLANDS FIELD
MOAB, UTAH**

JOB NO. 3126JS094

1.0 PURPOSE

This report contains the results of our geotechnical evaluation for the hangar and fuel farm that will be constructed at Canyonlands Field. The purpose of these services is to provide information and recommendations regarding:

- Foundation Design
- Floor Slab Support
- Pavement Design
- Seismic Design Parameters
- Earthwork
- Drainage

The results of the field exploration and laboratory tests are presented in the Appendix.

2.0 PROJECT DESCRIPTION

The project will consist of constructing a hangar and fuel containment facility at Canyonlands Field in Moab, Utah. The fuel containment facility will have plan dimensions of approximately 56 feet by 43 feet and will support four large fuel tanks containing a total of approximately 70,000 gallons of fuel. The airplane hangar will have a footprint of approximately 12,000 square feet. The improvements will also include the construction of an access road and parking lot. It was assumed that the final site grades would be within about 3 feet of the current site grades. We should be notified immediately if any of our assumptions are incorrect since a revision of the recommendations presented herein could then be necessary.

3.0 SCOPE OF SERVICES

3.1 Field Exploration

Four borings were drilled for this project to depths of 15 to 16½ feet. The borings were drilled at the approximate locations indicated on the attached Boring Location Diagram (Plate 1). The boring locations were staked in the field by others.



A WT geotechnical engineer monitored the drilling operations and prepared a field log for each boring. These logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples.

The final boring logs, included in Appendix A, represent our interpretation of the field logs and may include modifications based on laboratory observations of the recovered samples. The final logs describe the materials encountered, their thicknesses, and the depths at which samples were obtained.

The Unified Soil Classification System was used to classify the soil. The soil classification symbols appear on the boring logs and are briefly described in Appendix A.

3.2 Laboratory Testing

Laboratory tests were performed on representative samples to aid in material classification and to estimate the pertinent engineering properties of the soil. Testing was performed in general accordance with applicable ASTM methodologies. The following tests were performed and the results are presented in Appendix B.

- Water Content
- Swell Potential
- Dry Unit Weight
- Percent Passing No. 200 Sieve

The laboratory test results were used in the development of the recommendations contained in this report.

3.3 Analyses and Report

Analyses were performed and this report was prepared for the exclusive purpose of providing geotechnical engineering information and recommendations. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such contamination, other studies should be undertaken. We are available to discuss the scope of such studies with you.

This geotechnical engineering report includes a description of the project, a discussion of the field exploration and laboratory testing programs, a discussion of the subsurface



conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 SITE CONDITIONS

4.1 Surface

The ground surface in the area of the proposed hangar had been cut to the design finish grade prior to drilling operations. The ground surface in this area was relatively flat and level, and shale was exposed as the ground surface. The building area appeared to have been cut into a hillside. The ground surface to the north and east of the proposed building area appeared to be approximately 10 feet higher in elevation than the proposed building pad. The ground surface to the south and west of the proposed building area was at approximately the same elevation as the proposed building pad.

The fuel farm will be located east of the airport office. This area was approximately 5 to 10 feet higher in elevation than surrounding site grades. The ground surface in this area was vegetated with sparse grass and weeds.

The airport manager, Mr. Brandon McGuffee, indicated that the hangar located west of the proposed hangar had to be underpinned because it was experiencing distress due to foundation movement.

4.2 Subsurface

Borings B-1 and B-2 were drilled in the proposed building area and Boring B-3 was drilled north of the proposed building area. Shale was encountered from the ground surface to the boring termination depths in these borings.

Boring B-4 was drilled in the area of the proposed fuel farm. Silty sand fill was encountered in this boring to a depth of about 2½ feet. The fill was underlain by shale that extended to the boring termination depth.

4.3 Groundwater

Groundwater was not encountered in the borings during drilling. The level of the groundwater table will fluctuate seasonally with variations in the amount of precipitation, evaporation, and surface water runoff. The observations made during this investigation



must be interpreted carefully because they are short-term and do not constitute a groundwater study.

5.0 GEOTECHNICAL PROPERTIES & ANALYSIS

Swell tests were performed to evaluate the expansion potential of the shale. The test results indicated swell values of 0.9 to 2.9 percent when the samples were placed under a surcharge load of about 100 pounds per square foot and inundated with water. These test results indicate that the shale has a moderate potential for shrink/swell with variations in its water content.

6.0 RECOMMENDATIONS

6.1 General

The recommendations contained in this report are based on our understanding of the project criteria described in Section 2.0, **Project Description**, and the assumption that the subsurface conditions are those disclosed by the test borings. Others may change the plans, final elevations, number and type of structures, foundation loads, and floor levels during design or construction. Substantially different subsurface conditions from those described herein may be encountered or become known. Any changes in the project criteria or subsurface conditions shall be brought to our attention in writing.

6.2 Foundations

The proposed hangar and fuel farm can be supported by spread footings. However, the shale is moderately expansive and is not recommended for direct foundation support. The foundations should therefore be underlain by a minimum of 24 inches of non-expansive fill in order to reduce movements due to soil shrink/swell. Foundation subgrade preparation is discussed in greater detail in the **Earthwork** section of this report.

Foundations bearing on the non-expansive fill can be designed for a maximum net allowable bearing capacity of up to 2,000 pounds per square foot (psf). The allowable bearing capacity applies to dead load plus design live load conditions.

Resistance to lateral loads will be provided by the passive earth pressure acting against the footing and the frictional resistance acting along the base of the footing. An ultimate passive earth pressure resistance of 280 pounds per square foot per foot (psf/ft) is recommended



for design. A coefficient of sliding resistance of 0.35 is recommended for design. The lateral load resistance should incorporate a factor of safety of at least 1.5.

The foundations should bear a minimum of 24 inches below the final adjacent site grade for frost considerations. Strip footings should have a minimum width of 16 inches and isolated column pad foundations should have a minimum dimension of 24 inches.

We estimate that the total post-construction movement of foundations supported as recommended herein will be less than an inch. We estimate that the differential movement between comparably sized and loaded foundations could be on the order of one-half the total foundation movement. Additional foundation movement can occur if water from any source infiltrates the foundation subgrade. Therefore, proper drainage should be provided in the final design and during construction.

All footings, stem walls, and masonry walls should be reinforced to reduce the potential for distress caused by differential foundation movement. The use of joints at openings and other discontinuities in masonry walls is recommended. Joints should also be closely spaced along the length of masonry site retaining walls and screen walls to accommodate minor differential foundation movement.

We recommend that the geotechnical engineer or a representative of the engineer observe the footing overexcavations before backfilling operations. This observation is to assess whether the exposed bearing stratum is similar to that anticipated for indirect support of the footings. Any loose, soft, or disturbed material should be undercut to a suitable bearing subgrade.

6.3 Slab-on-Grade Support

The floor slab can be designed as a slab-on-grade. The floor slab can be supported directly on the shale provided that floor slab movement of approximately one inch is acceptable. If floor slab movement of about ½ inch or less is desired, the floor slab should be underlain by a minimum of 24 inches of non-expansive fill. The floor slab subgrade should be prepared in accordance with the procedures outlined in the **Earthwork** section of this report.

A minimum four-inch-thick layer of drainage aggregate should be provided beneath at-grade floor slabs to prevent the capillary rise of water beneath the slab and a damp slab. The drainage aggregate should consist of sand, sand-gravel, crushed stone, or a combination of these materials. The granular fill should have a maximum particle diameter of no more than one-half the granular fill thickness and should contain no more than 5 percent passing the No. 200 sieve. In addition, the granular fill should have a maximum plasticity index of 6.



The use of vapor retarders is desirable for any slab-on-grade where the floor will be covered by products using water-based adhesives, wood, vinyl-backed carpet, impermeable floor coatings (urethane, epoxy, acrylic terrazzo, etc.). When used, the design and installation should be in accordance with the recommendations presented in ACI 302.1R-15 302.2R-15. Final determination on the use of a vapor retarder should be left to the slab designer.

All concrete placement and curing operations should follow the American Concrete Institute manual recommendations. Improper curing techniques and/or high slump (high water-cement ratio) could cause excessive shrinkage, cracking, or curling of the floor slab. Concrete slabs should be allowed to cure adequately before placing vinyl or other moisture-sensitive floor covering.

6.4 Seismic Considerations

Structural design criteria based upon the 2012/2015 International Building Code is provided below.

- Site Soil Classification: Site Class C
- Risk Category: I/II/III

$S_s = 0.206 g$	$S_{MS} = 0.247 g$	$S_{DS} = 0.165 g$
$S_1 = 0.068 g$	$S_{M1} = 0.115 g$	$S_{D1} = 0.077 g$

6.5 Drainage

Properly functioning foundations and floor slabs require appropriately constructed and maintained site drainage conditions. Therefore, it is extremely important that positive drainage be provided during construction and maintained throughout the life of the structure. It is also important that proper planning and control of landscape and irrigation be performed.

The building should be provided with downspouts extensions to direct water away from the structure. The downspouts should discharge into drainage swales or into the storm sewer system.

In areas where sidewalks, patios, or driveways do not immediately adjoin the structure, the ground surface adjacent to the structure should slope down at a grade of about five percent for a distance of at least 10 feet from the perimeter walls. Planters or other surface features



that could retain water adjacent to the structure should be avoided. If planters and/or landscaping are adjacent to or near the structure, we recommend the following:

- Grades should slope away from the structure.
- Planters should slope away from the structure and should not pond water. Drains should be installed in enclosed planters to facilitate flow out of the planters.
- Watering should be kept to a minimum. Irrigation systems should be situated on the far side of any planting and away from the building to reduce the potential for infiltration beneath foundations from possible leaks.

It should be understood that these recommendations will help reduce the potential for soil movement and resulting distress, but will not eliminate this potential.

6.6 Pavement

It was assumed that the parking lot/drive would be subject to both passenger vehicles and small- to medium-size delivery trucks. On this basis, a daily traffic value of two Equivalent 18-kip Single Axle Loads (ESAL) was assumed for passenger car parking areas and drives (light duty), and a traffic value of 10 ESALs was assumed for the access drives. It was assumed that this traffic volume is an average for the life of the pavement and that it includes any anticipated traffic growth. The design period for the pavement was 20 years.

A revision of the recommended pavement sections may be necessary if the expected traffic loading conditions are different than assumed. An evaluation of the type and volume of traffic that each portion of the parking lot will experience should be conducted to determine if the pavement sections presented herein are appropriate.

The pavement subgrade is expected to consist of shale. Shale is considered a poor quality material for pavement support. A resilient modulus (M_r) of 5,000 pounds per square inch was used for pavement design.

A reliability value of 70 percent was assumed for pavement design. This parameter assumes that the pavement will be subject to occasional interruption of traffic for pavement repairs. Based upon these parameters, the resulting pavement sections according to the AASHTO procedure are:



Traffic Area	Asphalt Concrete Pavement (inches)	Base Course (inches)
Light Duty	2.5	6.0
Access Drives	3.0	7.0

The "design life" of a pavement is defined as the expected life at the end of which reconstruction of the pavement will need to occur. Normal maintenance, including crack sealing, slurry sealing, and/or chip sealing, should be performed during the life of the pavement.

Due to the high static loads imposed by parking trucks in loading and unloading areas and at dumpster locations, we recommend a rigid pavement section for these areas. A minimum six-inch thick Portland cement concrete pavement is recommended.

Bituminous pavement should be constructed of dense-graded, central plant-mix, asphalt concrete. Base course, Portland cement, and asphalt concrete should conform to the Grand County or Utah Department of Transportation standard specifications.

Material and compaction requirements should conform to recommendations presented in the **Earthwork** section of this report. The pavement should be sloped to ensure positive drainage. Water should not pond in areas directly adjoining paved sections.

7.0 EARTHWORK

7.1 General

The conclusions contained in this report are contingent upon compliance with recommendations presented in this section. Any excavating, trenching, or disturbance that occurs after completion of the earthwork must be backfilled, compacted, and tested in accordance with the recommendations contained herein. It is not reasonable to rely upon our conclusions and recommendations if any future unobserved and untested trenching, earthwork activities, or backfilling occurs.

7.2 Site Clearing

Strip and remove any vegetation and other deleterious materials from the building and pavement areas. The building area is defined as the area within the building footprint plus



five feet beyond the perimeter of the footprint. All exposed surfaces should be free of mounds and depressions that could prevent uniform compaction.

7.3 Hangar Pad Preparation

The hangar floor slab can be supported directly on the shale provided that floor slab movement of approximately one inch is acceptable. If floor slab movement of approximately ½ inch or less is desired, the hangar pad should be cut as required to allow the placement of a minimum of 24 inches of non-expansive fill beneath the floor slab.

The hangar foundation areas should be overexcavated to allow the placement of a minimum of 24 inches of non-expansive fill beneath the foundations. The foundation overexcavations should not extend beyond the footing edges. The overexcavations should be backfilled to the design bearing elevation with imported non-expansive fill. The non-expansive fill should be placed and compacted in accordance with the recommendations presented in Section 7.6. The non-expansive fill should consist of low expansive potential material meeting the requirements presented in Section 7.7.

In areas where pavement will not abut the building, the perimeter foundation excavations on the exterior side of the building area should be backfilled with clay or on-site shale to reduce the potential for surface water ponding in the non-expansive fill. The backfill should be sloped away from the structure to promote drainage away from the foundations (ref. Section 6.5).

7.4 Fuel Farm Pad Preparation

If the fuel farm area will be cut below its current grade so that the shale is exposed at the finish subgrade elevation, the foundations and floor slabs should be prepared as recommended in Section 7.3 - *Hangar Pad Preparation*.

If the fuel farm will be at the current site grade, the fuel farm slab can be supported directly on the existing silty sand fill. However, a series of probes or test pits should be conducted to ensure that the fill does not contain any debris or deleterious materials. If the fill contains any debris or deleterious materials it should be removed and replaced with imported non-expansive fill. In addition, if floor slab movement of up to one inch is not acceptable and the probes indicate that the fill is less than 24 inches thick, the pad should be overexcavated as required so that there is a minimum of 24 inches of non-expansive fill below the slab. The existing silty sand fill should be scarified to a minimum depth of 10 inches and recompact to a minimum of 100 percent of the standard Proctor (ASTM D-698) maximum dry density. The foundations should be underlain by a minimum of 24 inches of non-expansive fill, as discussed in Section 7.3.



7.5 Pavement Subgrade Preparation

Following site clearing operations, the pavement subgrade should be cut as required to the design finish subgrade elevation. The exposed subgrade should then be proof rolled in the presence of the project geotechnical engineer or a representative of the engineer. Proof rolling should be performed using a heavily loaded, rubber-tired piece of construction equipment (25 ton or greater total weight), such as a loaded tandem-axle dump truck or water truck, making several passes over the area. Any soft, loose, or unstable zones should be removed to a suitable bearing subgrade. The pavement area should then be filled to the design finish grade is engineered fill placed and compacted in accordance with the recommendations presented in Section 7.7.

7.6 Materials

The shale is not recommended for use as fill in the planned building, fuel farm, and pavements. Imported fill should conform to the following:

- Gradation (ASTM C136):

	percent finer by weight
6"	100
4"	85-100
$\frac{3}{4}$ "	70-100
No. 4 Sieve	50-100
No. 200 Sieve	30 (max)

- Maximum expansive potential (%)*1.5
- Maximum soluble sulfates (%).....0.10

* Measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at about three percent below the optimum water content. The sample is confined under a 100 psf surcharge and submerged.

Imported fill should be approved by WT prior to placement.



7.7 Placement and Compaction

- a. Place and compact fill in horizontal lifts, using equipment and procedures that will produce recommended water contents and densities throughout the lift.
- b. Uncompacted fill lifts should not exceed 10 inches.
- c. No fill should be placed over frozen ground nor should frozen fill or backfill be used.
- d. Materials should be compacted to the following:

**Minimum Percent
Material Compaction (ASTM D698)**

- Imported fill in the hangar, fuel farm, and pavement areas..... 95
- Existing fill beneath fuel farm slab 100
- Nonstructural backfill..... 90

Fill should be compacted within a water content range of -3 to +3 percent of the optimum water content.

7.8 Compliance

Recommendations for foundation, slab-on-grade, and pavement elements supported on compacted fill or prepared subgrade depend upon compliance with the **Earthwork** recommendations. To assess compliance, observation and testing should be performed under the direction of the project geotechnical engineer.

8.0 LIMITATIONS

This report has been prepared assuming the project criteria described in **Section 2.0**. If changes in the project criteria occur, or if different subsurface conditions are encountered or become known, the conclusions and recommendations presented herein shall become invalid. In any such event, WT should be contacted in order to assess the effect that such variations may have on our conclusions and recommendations.

The recommendations presented are based entirely upon data derived from a limited number of samples obtained from widely spaced borings. The attached logs are indicators of subsurface



conditions only at the specific locations and times noted. This report assumes the uniformity of the geology and soil structure between borings, however variations can and often do exist. Whenever any deviation, difference or change is encountered or becomes known, WT should be contacted.

This report is for the exclusive benefit of our client alone. There are no intended third-party beneficiaries of our contract with the client or this report., and nothing contained in the contract or this report shall create any express or implied contractual or any other relationship with, or claim or cause of action for, any third party against WT.

This report is valid for the earlier of one year from the date of issuance, a change in circumstances, or discovered variations. After expiration, no person or entity shall rely on this report without the express written authorization of WT.

9.0 CLOSURE

We prepared this report as an aid to the designers of the proposed project. The comments, statements, recommendations and conclusions set forth in this report reflect the opinions of the authors. These opinions are based upon data obtained at the boring locations. Work on your project was performed in accordance with generally accepted standards and practices utilized by professionals providing similar services in this locality. No other warranty, express or implied, is made.





 Approximate Boring Location

Geotechnical
Environmental
Inspections
Materials



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PROJECT: PROPOSED HANGAR AND FUEL FARM
JOB NO.: 3125JS094

BORING LOCATION DIAGRAM

PLATE: 1

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified aggregate material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson/Drilled Shaft	A concrete foundation element cast in a circular excavation which may have an enlarged base (or belled caisson).
Concrete Slabs-On-Grade	A concrete surface layer cast directly upon base course, subbase or subgrade.
Crushed Rock Base Course	A base course composed of crushed rock of a specified gradation.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Engineered Fill	Specified soil or aggregate material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Existing Grade	The ground surface at the time of field exploration.
Expansive Potential	The potential of a soil to expand (increase in volume) due to absorption of moisture.
Fill	Materials deposited by the actions of man.
Finished Grade	The final grade created as a part of the project.
Gravel Base Course	A base course composed of naturally occurring gravel with a specified gradation.
Heave	Upward movement.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
Sand and Gravel Base Course	A base course of sand and gravel of a specified gradation.
Sand Base Course	A base course composed primarily of sand of a specified gradation.
Scarify	To mechanically loosen soil or break down existing soil structure.
Settlement	Downward movement.
Soil	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material placed to form a layer between the subgrade and base course.
Subbase Grade	Top of subbase.
Subgrade	Prepared native soil surface.



COARSE-GRAINED SOILS
LESS THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVEL OR WELL-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVEL OR POORLY-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	
GM	SILTY GRAVEL OR SILTY GRAVEL WITH SAND, MORE THAN 12% FINES	
GC	CLAYEY GRAVEL OR CLAYEY GRAVEL WITH SAND, MORE THAN 12% FINES	
SW	WELL-GRADED SAND OR WELL-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SAND OR POORLY-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	
SM	SILTY SAND OR SILTY SAND WITH GRAVEL, MORE THAN 12% FINES	
SC	CLAYEY SAND OR CLAYEY SAND WITH GRAVEL, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

FINE-GRAINED SOILS
MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	SILT, SILT WITH SAND OR GRAVEL, SANDY SILT, OR GRAVELLY SILT	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	LEAN CLAY OF LOW TO MEDIUM PLASTICITY, SANDY CLAY, OR GRAVELLY CLAY	
OL	ORGANIC SILT OR ORGANIC CLAY OF LOW TO MEDIUM PLASTICITY	
MH	ELASTIC SILT, SANDY ELASTIC SILT, OR GRAVELLY ELASTIC SILT	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	FAT CLAY OF HIGH PLASTICITY, SANDY FAT CLAY, OR GRAVELLY FAT CLAY	
OH	ORGANIC SILT OR ORGANIC CLAY OF HIGH PLASTICITY	
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics (e.g. CL-ML).

SOIL SIZES

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. – 12 in.
GRAVEL	No. 4 – 3 in.
Coarse	¾ in. – 3 in.
Fine	No. 4 – ¾ in.
SAND	No. 200 – No. 4
Coarse	No. 10 – No. 4
Medium	No. 40 – No. 10
Fine	No. 200 – No. 40
Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

CONSISTENCY

CLAYS & SILTS	BLOWS PER FOOT
VERY SOFT	0 – 2
SOFT	3 – 4
FIRM	5 – 8
STIFF	9 – 15
VERY STIFF	16 – 30
HARD	OVER 30

RELATIVE DENSITY

SANDS & GRAVELS	BLOWS PER FOOT
VERY LOOSE	0 – 4
LOOSE	5 – 10
MEDIUM DENSE	11 – 30
DENSE	31 – 50
VERY DENSE	OVER 50

NOTE: Number of blows using 140-pound hammer falling 30 inches to drive a 2-inch-OD (1½-inch ID) split-barrel sampler (ASTM D1586).

PLASTICITY OF FINE GRAINED SOILS

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 – 7	LOW
8 – 20	MEDIUM
Over 20	HIGH

DEFINITION OF WATER CONTENT

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED



The number shown in "**BORING NO.**" refers to the approximate location of the same number indicated on the "Boring Location Diagram" as positioned in the field by pacing or measurement from property lines and/or existing features, or through the use of Global Positioning System (GPS) devices. The accuracy of GPS devices is somewhat variable.

"**DRILLING TYPE**" refers to the exploratory equipment used in the boring wherein **HSA = hollow stem auger**, and the dimension presented is the outside diameter of the HSA used.

"**N**" in "**BLOW COUNTS**" refers to a 2-inch outside diameter split-barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows, or "blow count", of the hammer is recorded for each of three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the Standard Penetration Test (SPT) "**N**"-Value. Refusal to penetration is considered more than 50 blows per 6 inches. (Ref. ASTM D1586).

"**R**" in "**BLOW COUNTS**" refers to a 3-inch outside diameter ring-lined split barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 12 inch is achieved or until refusal. The number of blows required to advance the sampler 12 inches is defined as the "**R**" blow count. The "**R**" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows per foot. (Ref. ASTM D3550).

"**CS**" in "**BLOWS/FT.**" refers to a 2½-in. outside diameter California style split-barrel sampler, lined with brass sleeves, driven into the ground with a 140-pound hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows of the hammer is recorded for each of the three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the "**CS**" blow count. The "**CS**" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows for a 6-inch increment. (Ref. ASTM D 3550)

"**SAMPLE TYPE**" refers to the form of sample recovery, in which **N** = Split-barrel sample, **R** = Ring-lined sample, "**CS**" = California style split-barrel sample, **G** = Grab sample, **B** = Bucket sample, **C** = Core sample (ex. diamond bit rock coring).

"**DRY DENSITY (LBS/CU FT)**" refers to the laboratory-determined dry density in pounds per cubic foot. The symbol "**NR**" indicates that no sample was recovered.

"**WATER (MOISTURE) CONTENT**" (% of Dry Wt.) refers to the laboratory-determined water content in percent using the standard test method ASTM D2216.

"**USCS**" refers to the "Unified Soil Classification System" Group Symbol for the soil type as defined by ASTM D2487 and D2488. The soils were classified visually in the field, and where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

These notes and boring logs are intended for use in conjunction with the purposes of our services defined in the text. Boring log data should not be construed as part of the construction plans nor as defining construction conditions.

Boring logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and characteristics may occur between borings. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the boring logs represent our interpretation of the approximate boundary between soil or rock types based upon visual field classification at the boring location. The transition between materials is approximate and may be more or less gradual than indicated.

<p><i>Geotechnical Environmental Inspections Materials</i></p>  <p>Western Technologies Inc. The Quality People Since 1955 wt-us.com</p>	<p>BORING LOG NOTES</p>	<p>PLATE A-3</p>
--	--------------------------------	-----------------------------

DATE DRILLED: 10-10-16
 LOCATION: See Boring Location Diagram
 ELEVATION: Not determined

BORING NO. B-1

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: R.Southworth

WATER CONTENT (%)	POCKET PENETROMETER (tsf)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
5.2		G						SHALE; gray to dark gray, moderately hard
		R		43				
		R		33	5			
		N		50				
		N		40	10			
		N		44	15			
								Boring terminated at 16.5 feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE
- BN- BLUNT NOSE PENETROMETER

NOTES: **Groundwater not encountered during drilling**



PROJECT: **PROPOSED HANGAR AND FUEL FARM**
 REF. NO.: 3126JS094

BORING LOG

PLATE
A-5

DATE DRILLED: 10-10-16
 LOCATION: See Boring Location Diagram
 ELEVATION: Not determined

BORING NO. B-2

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: R.Southworth

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

WATER CONTENT (%)	POCKET PENETROMETER (tsf)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
4.6		G						SHALE; gray to dark gray, moderately hard
		R		33				
		R		42/6"	5			
		N		20	10			
					15			Boring terminated at 15 feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE
- BN- BLUNT NOSE PENETROMETER

NOTES: **Groundwater not encountered during drilling**



PROJECT: PROPOSED HANGAR AND FUEL FARM
 REF. NO.: 3126JS094

BORING LOG

PLATE
A-7

DATE DRILLED: 10-10-16
 LOCATION: See Boring Location Diagram
 ELEVATION: Not determined

BORING NO. B-3

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: R.Southworth

WATER CONTENT (%)	POCKET PENETROMETER (tsf)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G						SHALE; gray to dark gray, moderately hard
		R		33				
		R		43	5			
		N		70	10			
		N		50/3"	15			Boring terminated at 16 feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE
- BN- BLUNT NOSE PENETROMETER

NOTES: **Groundwater not encountered during drilling**



PROJECT: **PROPOSED HANGAR AND FUEL FARM**
 REF. NO.: 3126JS094

BORING LOG

PLATE
A-4

DATE DRILLED: 10-10-16
 LOCATION: See Boring Location Diagram
 ELEVATION: Not determined

BORING NO. B-4

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: R.Southworth

WATER CONTENT (%)	POCKET PENETROMETER (tsf)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
28.8		G				SM		(FILL) SILTY SAND; light brown, medium dense, damp
3.9		R		20				SHALE; gray to dark gray, moderately hard
		R		42	5			
		R		48				
		N		40	10			
					15			Boring terminated at 15 feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE
- BN- BLUNT NOSE PENETROMETER

NOTES: **Groundwater not encountered during drilling**



PROJECT: PROPOSED HANGAR AND FUEL FARM
 REF. NO.: 3126JS094

BORING LOG

PLATE
A-6

Boring No.	Depth (ft.)	USCS Classification	Dry Density (pcf)	Water Content (%)	Expansion Properties		Plasticity		Percent Passing #200	Remarks
					Surcharge (ksf)	Expansion (%)	Liquid Limit (%)	Plasticity Index		
B-1	5 - 6	SHALE	119	4.6	0.1	0.9			21.1	1, 2
B-2	2 - 3	SHALE	127	3.9	0.1	2.7				1, 2
B-4	0 - 2	SM		28.8						
B-4	2 - 3	SHALE	121	5.2	0.1	2.9				1, 2

Note: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.

Remarks

- Test performed on undisturbed sample.
- Submerged to approximate saturation.

<p><i>Geotechnical Environmental Inspections Materials</i></p>  <p>Western Technologies Inc. The Quality People Since 1955 wt-us.com</p>	<p>PROJECT: PROPOSED HANGAR AND FUEL FARM JOB NO.: 3126JS087</p>	<p>PLATE B-1</p>
	<p>LABORATORY TEST RESULTS</p>	

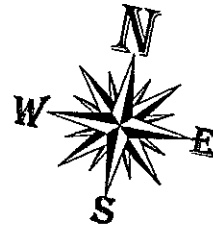
APPENDIX A

BORING AND TEST SUMMARY
FOR AIRPORT IMPROVEMENTS
CANYONLANDS FIELD AIRPORT
MOAB, UTAH

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BORING AND CBR LOCATION PLAN.....	Figure 2
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LABORATORY CBRS AND ATTERBURG LIMITS.....	Table 2
RECOMMENDED GRADINGS FOR ASPHALT CONCRETE MIXES	Table 3
SUGGESTED CRITERIA FOR TEST LIMITS	Table 4

⊙	TEST BORE W/CBR S
•	TEST BORE LOCATIC



SCALE IN FEET

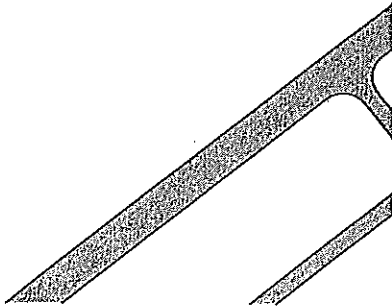


FIGURE 2

DIES

1000 Avenue
 Loveland, CO 81501
 702-411-1769

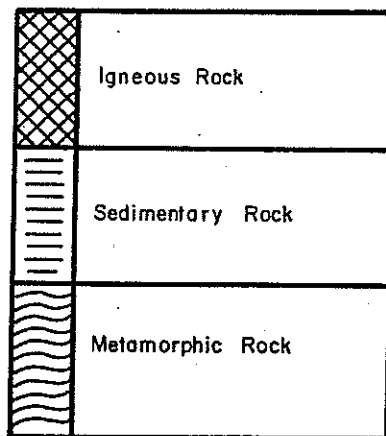
CANYONLANDS AIRPORT
 MOAB, UTAH

TEST HOLES & CBR LOCATIONS

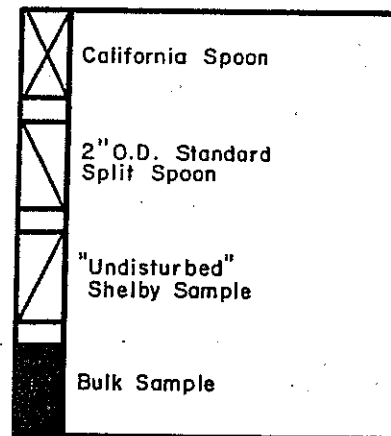
SCALE: PER GRID	DATE: 04/17/02
DRAWN: LAR	FILE: 5607200
CHK'D: RPR	JOB NO. 025607

GW		Well Graded Gravels Gravel - Sand Mixtures	ML		Inorganic Silts and Very Fine Sands, Rock Flour, Silty or Clayey Fine Sands, or Clayey Silts with Slight Plasticity
GP		Poorly Graded Gravels, Gravel - Sand Mixtures	CL		Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
GM		Silty Gravels, Poorly Graded Gravel - Sand - Silt Mixtures	OL		Organic Clays and Organic Silty Clays of Low Plasticity
GC		Clayey Gravels, Poorly Graded Gravel - Sand - Clay Mixtures	MH		Inorganic Silts, Micaceous or Diatomaceous Fine Sandy or Silty Soils, Elastic Silts
SW		Well Graded Sands, Gravelly Sands	CH		Inorganic Clays of High Plasticity, Fat Clays
SP		Poorly Graded Sands, Gravelly Sands	OH		Organic Clays of Medium to High Plasticity. Organic Silts
SM		Silty Sands, Poorly Graded Sand - Silt Mixtures	PT		Peat and Other Highly Organic Soils
SC		Clayey Sands, Poorly Graded Sand - Clay Mixtures	NOTE: Classification of Earth Material Shown On the Boring Logs is Based On Field Inspection Unless Otherwise Determined By Laboratory Testing		

UNIFIED SOIL CLASSIFICATION SYSTEM



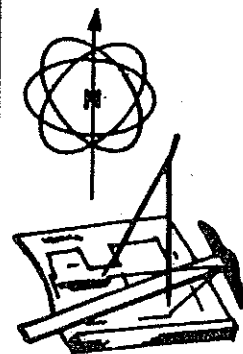
ROCK TYPE



SAMPLE TYPE

WATER TABLE

All blow counts are determined by the 30" free fall of a 140 pound hammer

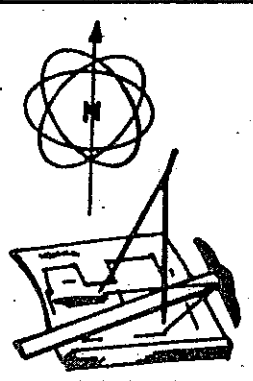
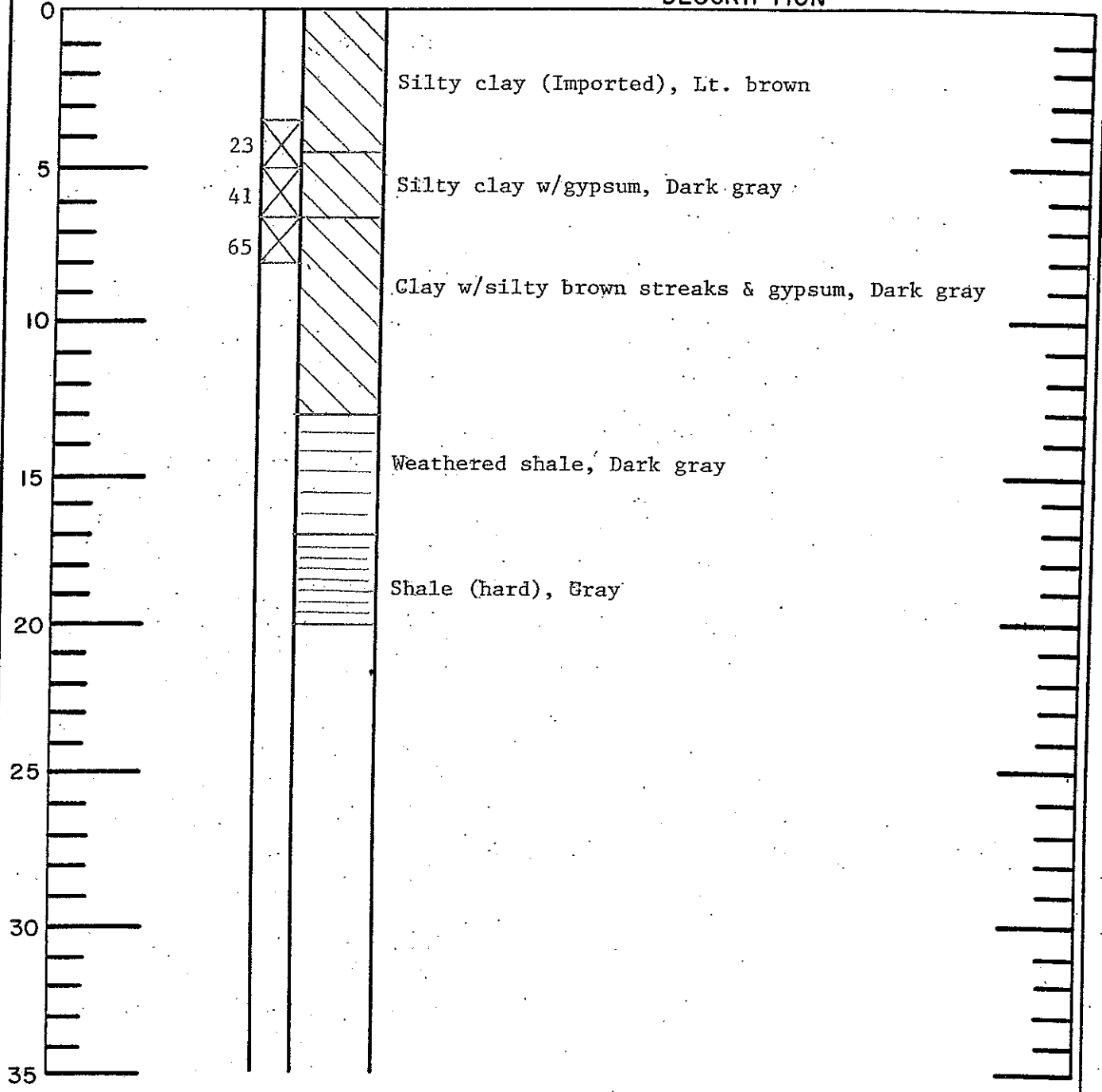


ARMSTRONG CONSULTANTS, INC.

JOB NO. 025607
 APPR. EMA
 DATE 4/19/02
 FIGURE 3

Geotechnical Investigation
 Canyonlands Airport
 Moab, Utah

DEPTH IN FEET BLOWS/FT SAMPLE SYMBOLS LOCATION Apron Expansion
 EQUIPMENT 6 3/4" Hollow Stem Auger
 ELEVATION _____ DATE 04/04/02
 DESCRIPTION

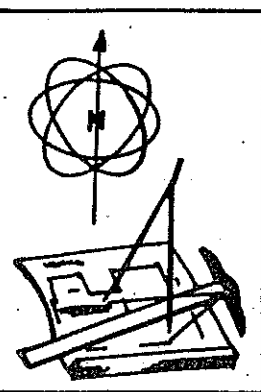
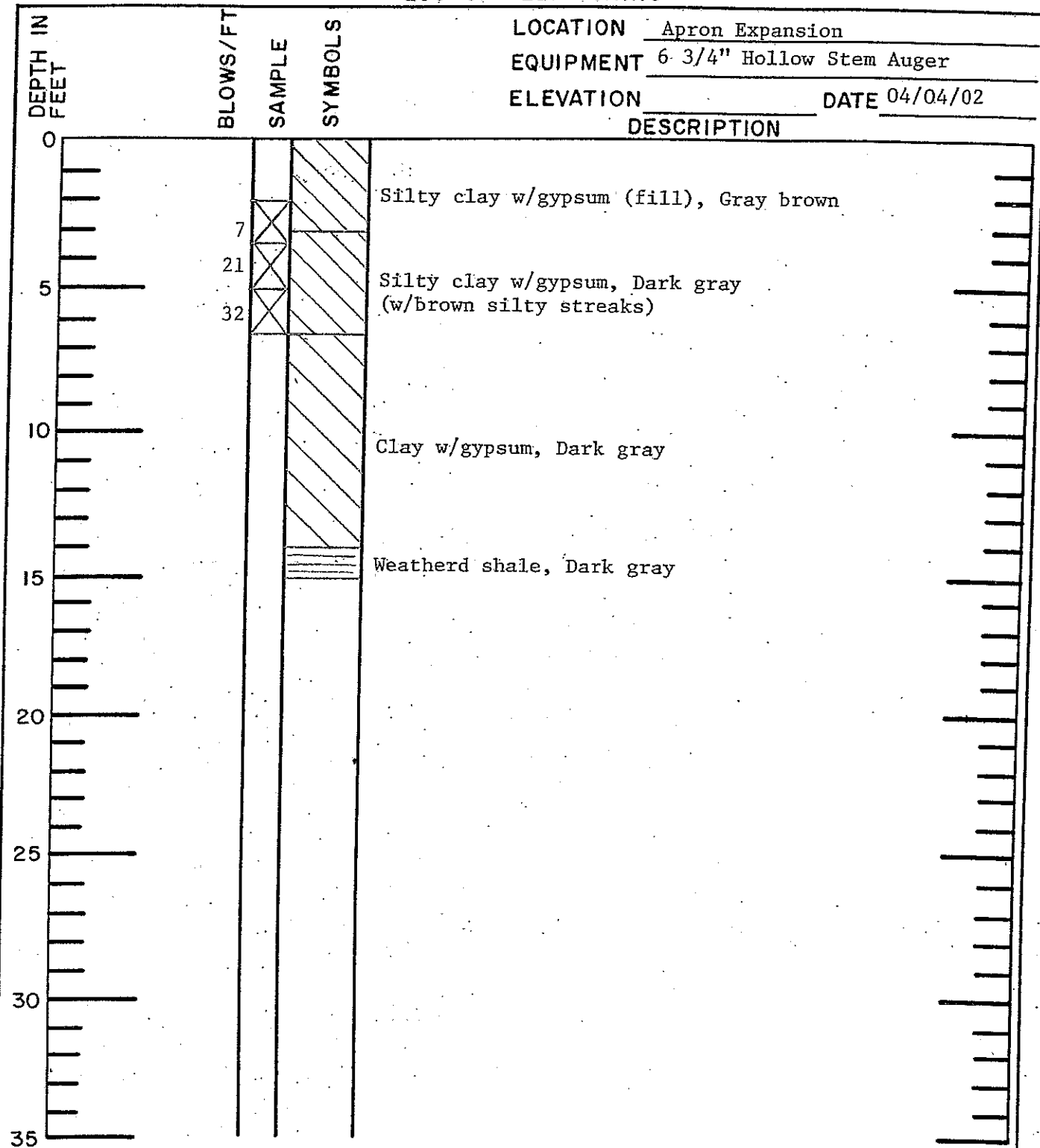


ARMSTRONG CONSULTANTS, INC.

JOB NO. 025607
 APPR. EAA
 DATE 4/19/02
 FIGURE 4

Geotechnical Investigation
 Canyonlands Airport
 Moab, Utah

LOG OF TEST BORING TB-2

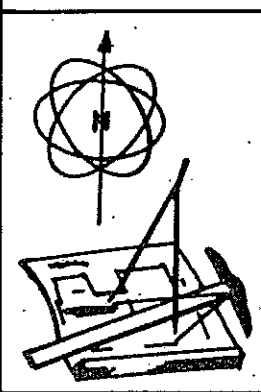


ARMSTRONG CONSULTANTS, INC.

JOB NO. 025607
 APPR. EAA
 DATE 4/19/02
 FIGURE 5

Geotechnical Investigation
 Canyonlands Airport
 Moab, Utah

DEPTH IN FEET	BLOWS/FT	SAMPLE	SYMBOLS	LOCATION
				<u>Apron Expansion</u>
				EQUIPMENT
				<u>6 3/4" Hollow Stem Auger</u>
				ELEVATION
				<u>DATE 04/04/02</u>
				DESCRIPTION
0				V. silty clay, Lt. brown
12				
40				Silty clay w/abundant gypsum, Dark gray (w/brown silty streaks)
5	68/10"			
				Weathered silty shale (hard), Lt. gray
10				
				Shale (hard), Gray
15				
20				
25				
30				
35				

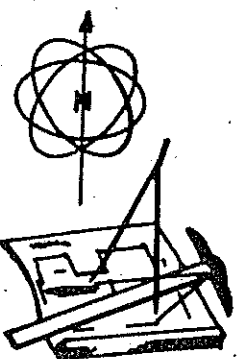


ARMSTRONG CONSULTANTS, INC.

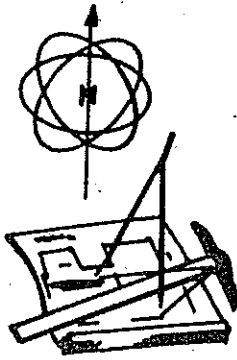
JOB NO. 025607
 APPR. EAA
 DATE 4/19/02
 FIGURE 6

Geotechnical Investigation
 Canyonlands Airport
 Moab, Utah

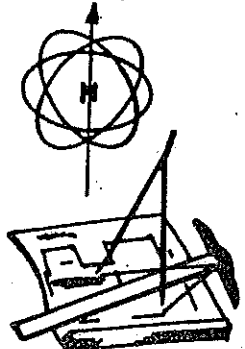
DEPTH IN FEET	BLOWS/FT	SAMPLE	SYMBOLS	LOCATION
				Apron Expansion
				EQUIPMENT
				6 3/4" Hollow Stem Auger
				ELEVATION
				DATE 04/04/02
				DESCRIPTION
0				V. silty clay, Gray
38				Weathered silty shale w/gypsum, Dark gray
52				
85/11"				Silty shale (hard), Dark gray
5				
10				
15				
20				
25				
30				
35				

	ARMSTRONG CONSULTANTS, INC.	
	JOB NO. 025607	Geotechnical Investigation Canyonlands Airport Moab, Utah
	APPR. <i>EAA</i>	
	DATE 4/19/02	
FIGURE 7		

DEPTH IN FEET	BLOWS/FT	SAMPLE	SYMBOLS	LOCATION
				Apron Expansion
				EQUIPMENT
				6 3/4" Hollow Stem Auger
				ELEVATION
				DATE 04/04/02
				DESCRIPTION
0				Silty clay w/shale pieces (fill), Gray
14				
5	8			Silty clay w/gypsum (fill), Gray & brown
11				
15				Sandy, silty clay (fill), Gray & brown
34				
10				Silty clay w/gypsum, Dark gray
				Weathered shale, Dark gray
15				Shale (hard), Dark gray
20				
25				
30				
35				

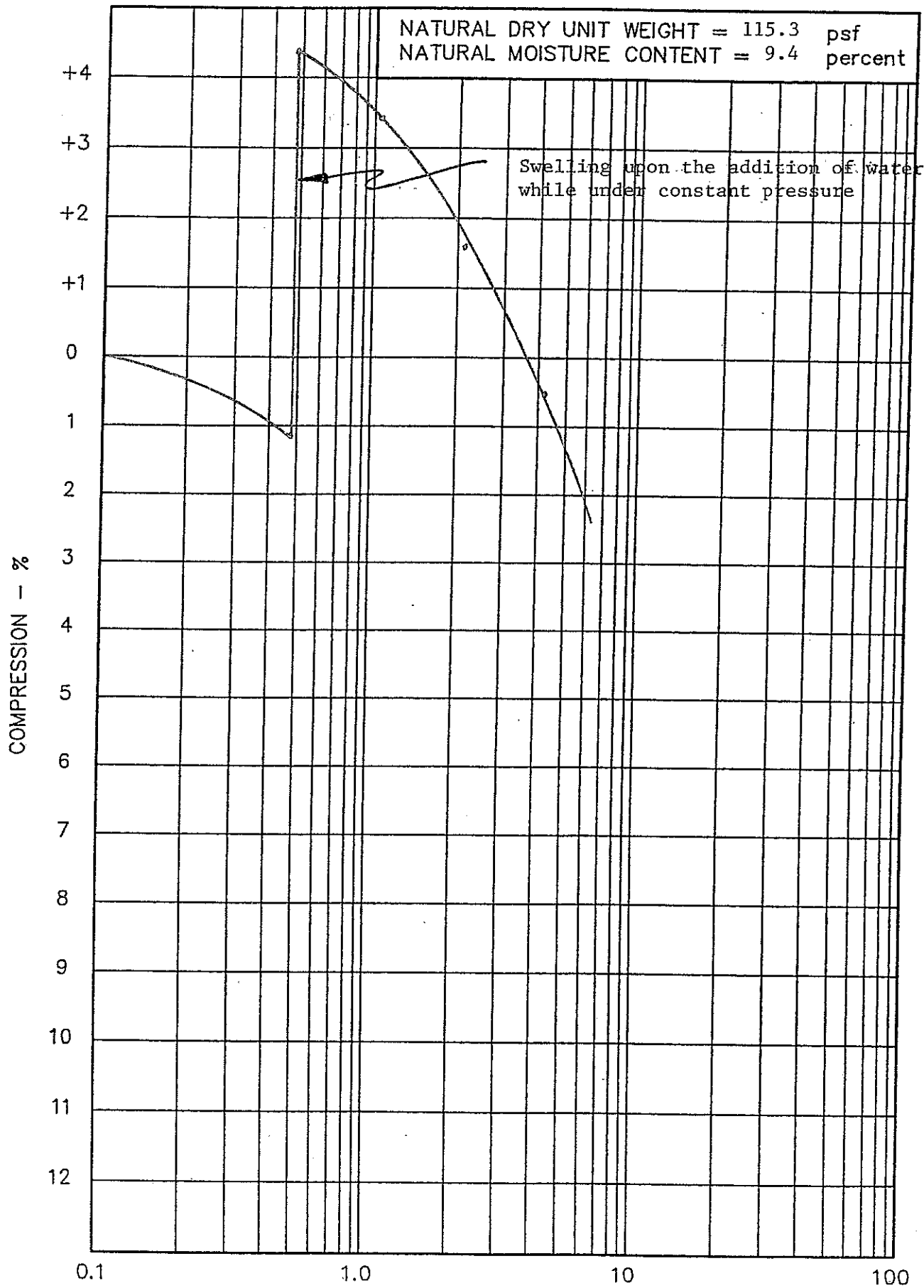
	ARMSTRONG CONSULTANTS, INC.	
	JOB NO. 025607	Geotechnical Investigation Canyonlands Airport Moab, Utah
	APPR. <i>EJA</i>	
	DATE 4/19/02	
FIGURE 8		

DEPTH IN FEET	BLOWS/FT	SAMPLE	SYMBOLS	LOCATION	DATE
				Apron Expansion	04/04/02
				EQUIPMENT	DESCRIPTION
				6 3/4" Hollow Stem Auger	
				ELEVATION	
0	10				Silty clay, Lt. brown
	10				Silty clay w/gypsum, Dark gray
	14				
5	30				Silty clay w/gypsum (getting shaley), Dark gray
					Weathered shale, Dark gray
10					Shale (hard), Dark gray
					Shale (hard), Lt. gray
15					
20					
25					
30					
35					

	ARMSTRONG CONSULTANTS, INC.	
	JOB NO. <u>025607</u>	Geotechnical Investigation Canyonlands Airport Moab, Utah
	APPR. <u>EJA</u>	
	DATE <u>4/19/02</u>	
FIGURE <u>9</u>		

ARMSTRONG CONSULTANTS INC.

15-1 at 3.0 11



SWELL - CONSOLIDATION TEST RESULTS

Figure 10

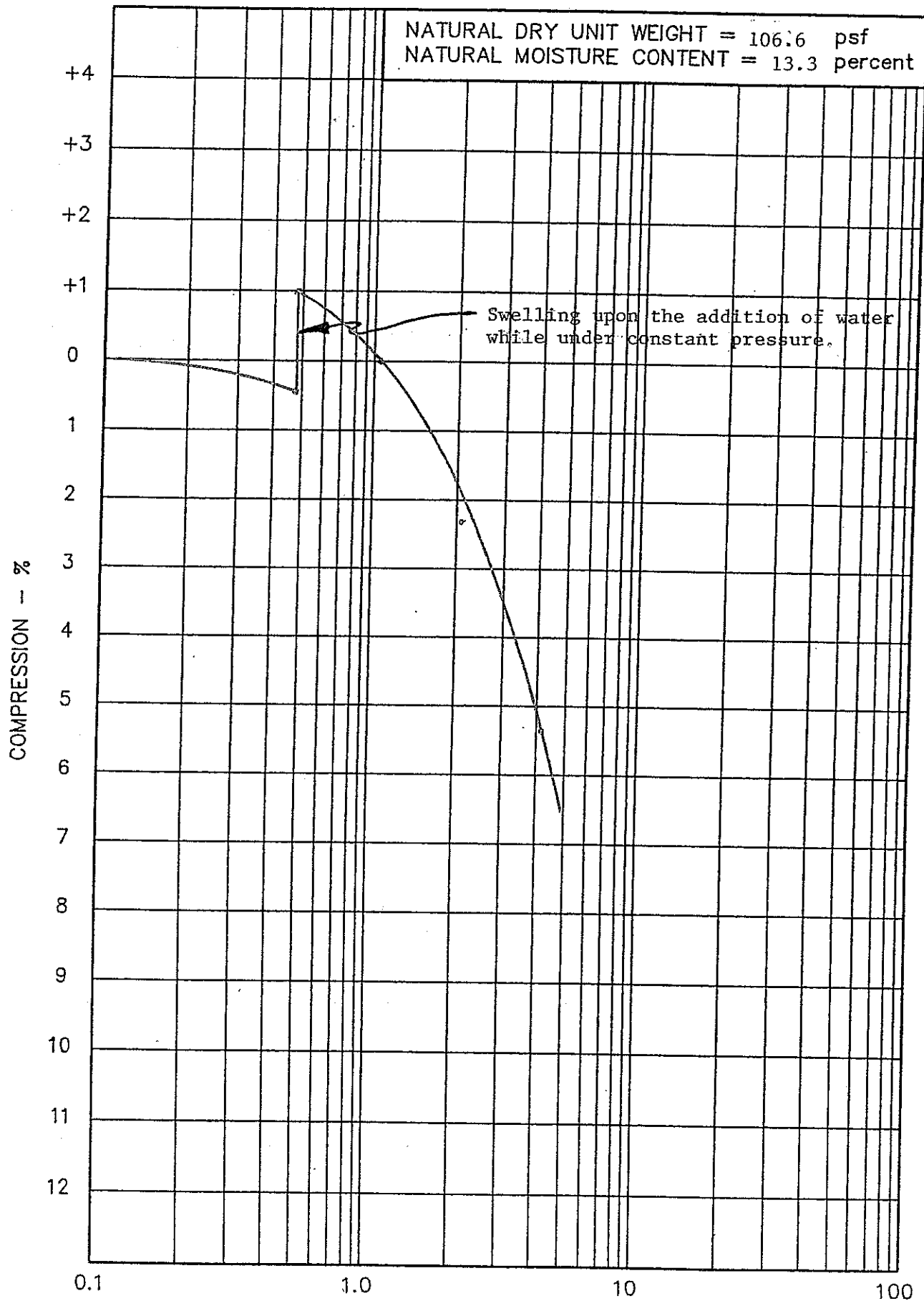
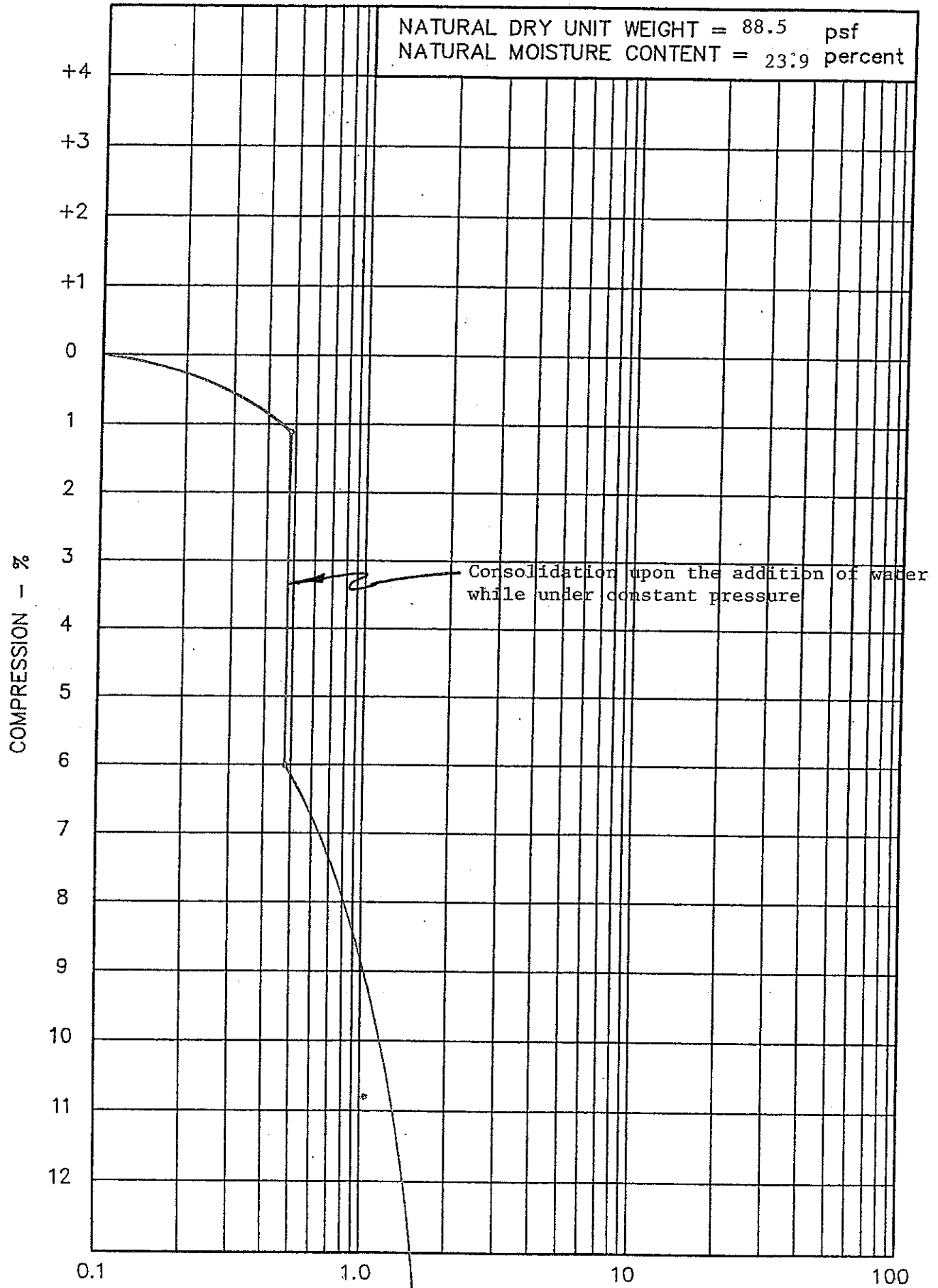


Figure 11

ARMSTRONG CONSULTANTS INC.

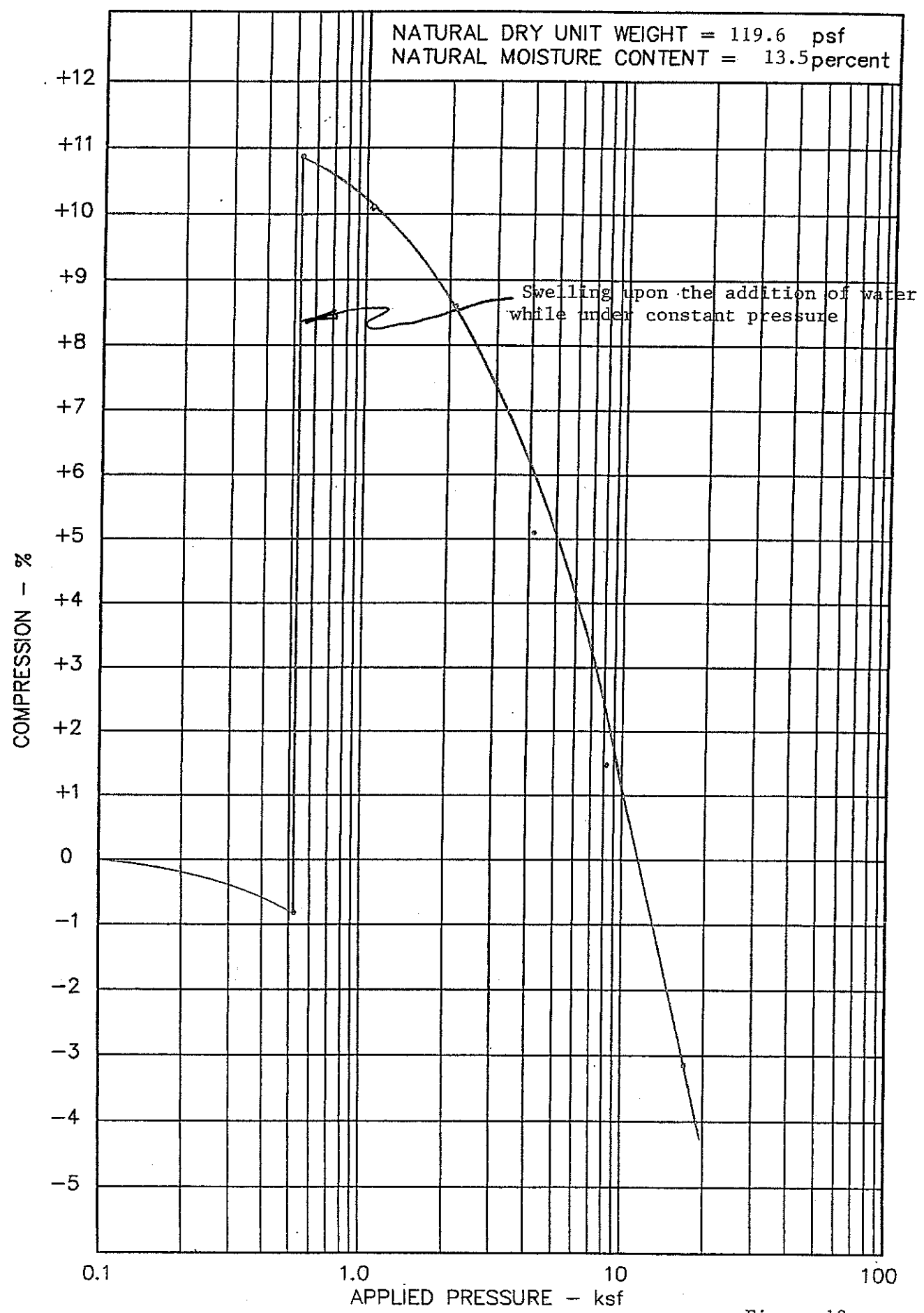
10-3 at 2.5 I



SWELL - CONSOLIDATION TEST RESULTS

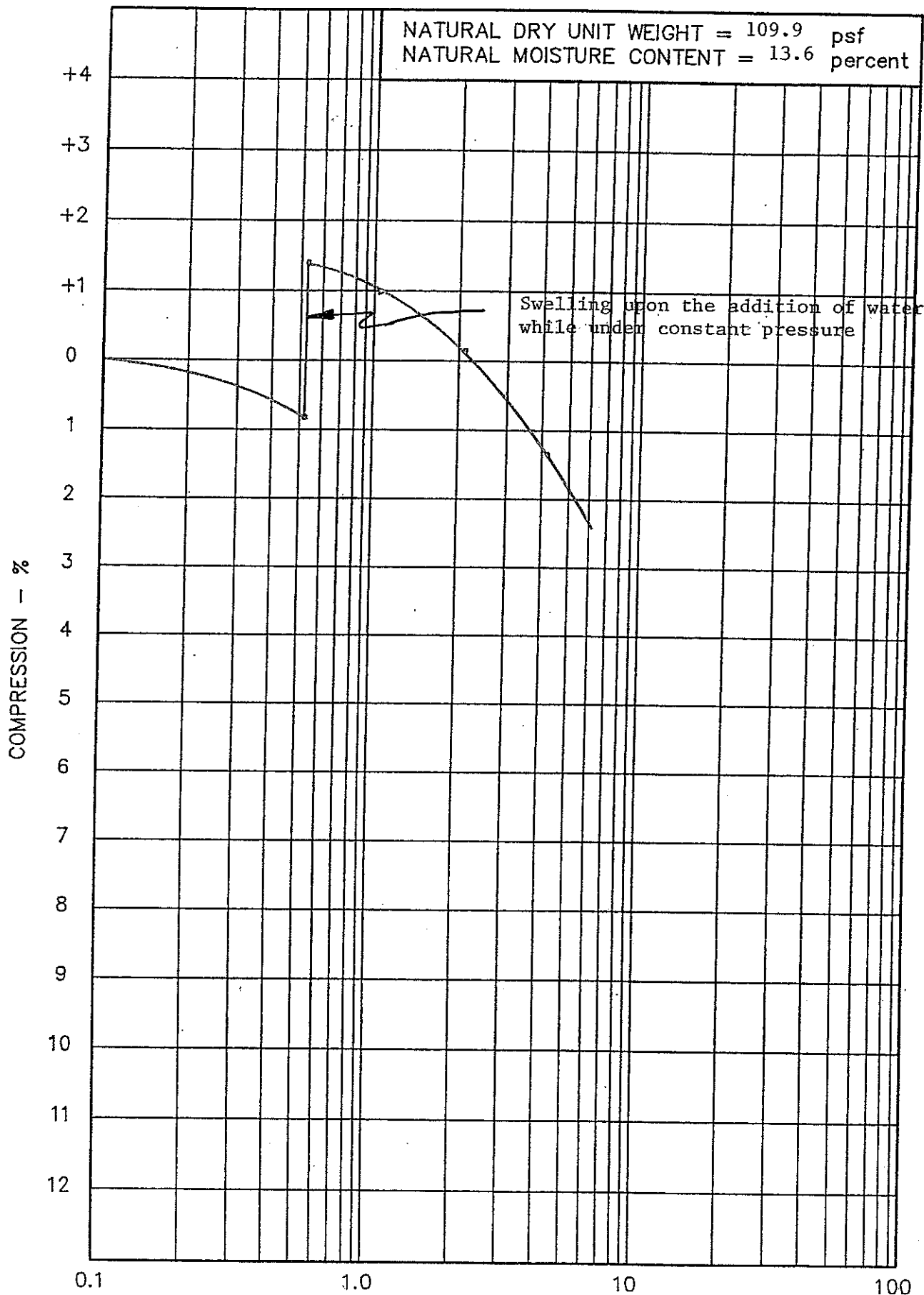
Figure 12

ARMSTRONG CONSULTANTS INC.



SWELL - CONSOLIDATION TEST RESULTS Figure 13

ARMSTRONG CONSULTANTS INC.

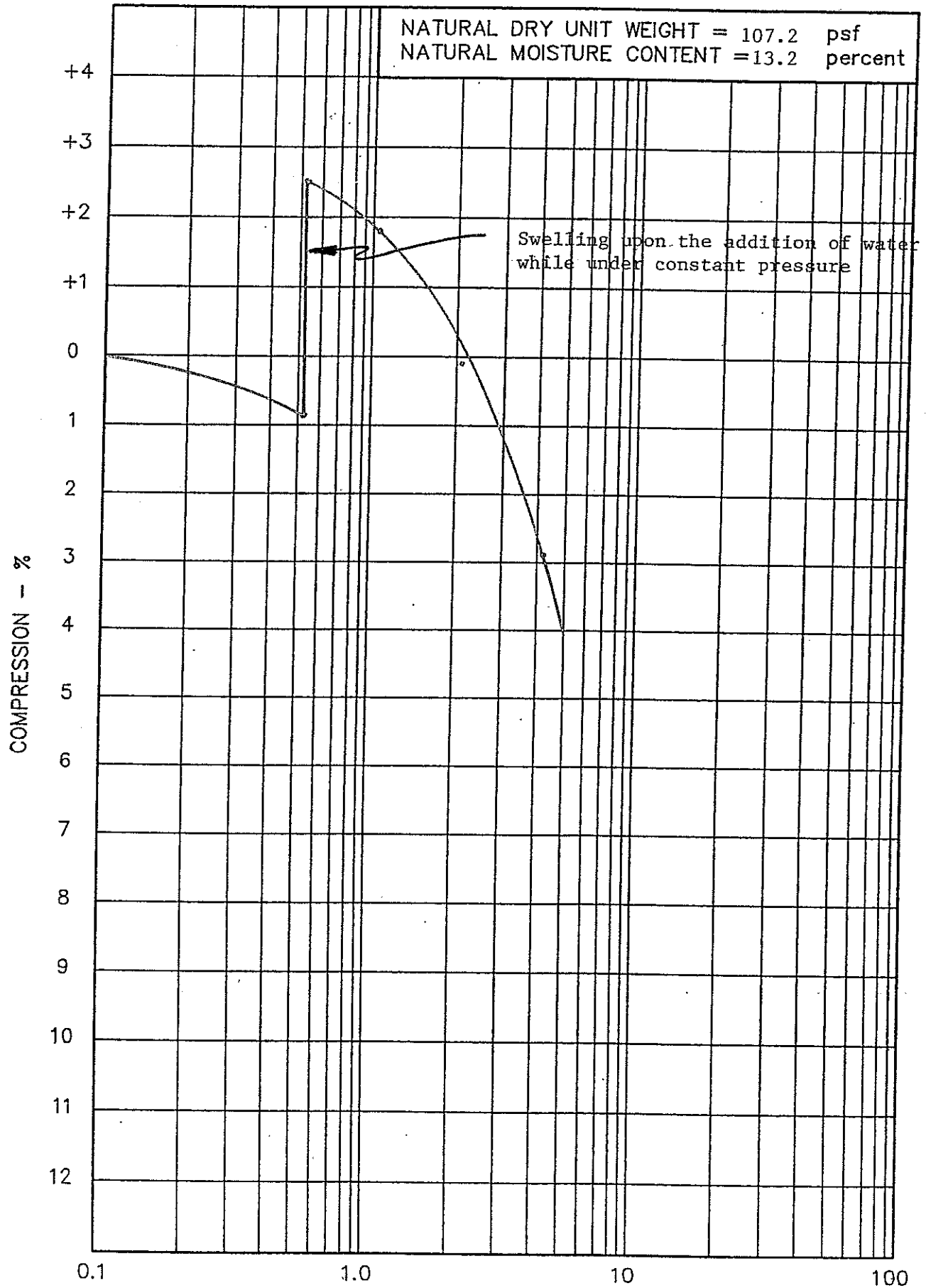


SWELL - CONSOLIDATION TEST RESULTS

Figure 14

ARMSTRONG CONSULTANTS INC.

1B-5 at 2.5 ft



SWELL - CONSOLIDATION TEST RESULTS

Figure 15

ARMSTRONG CONSULTANTS INC.

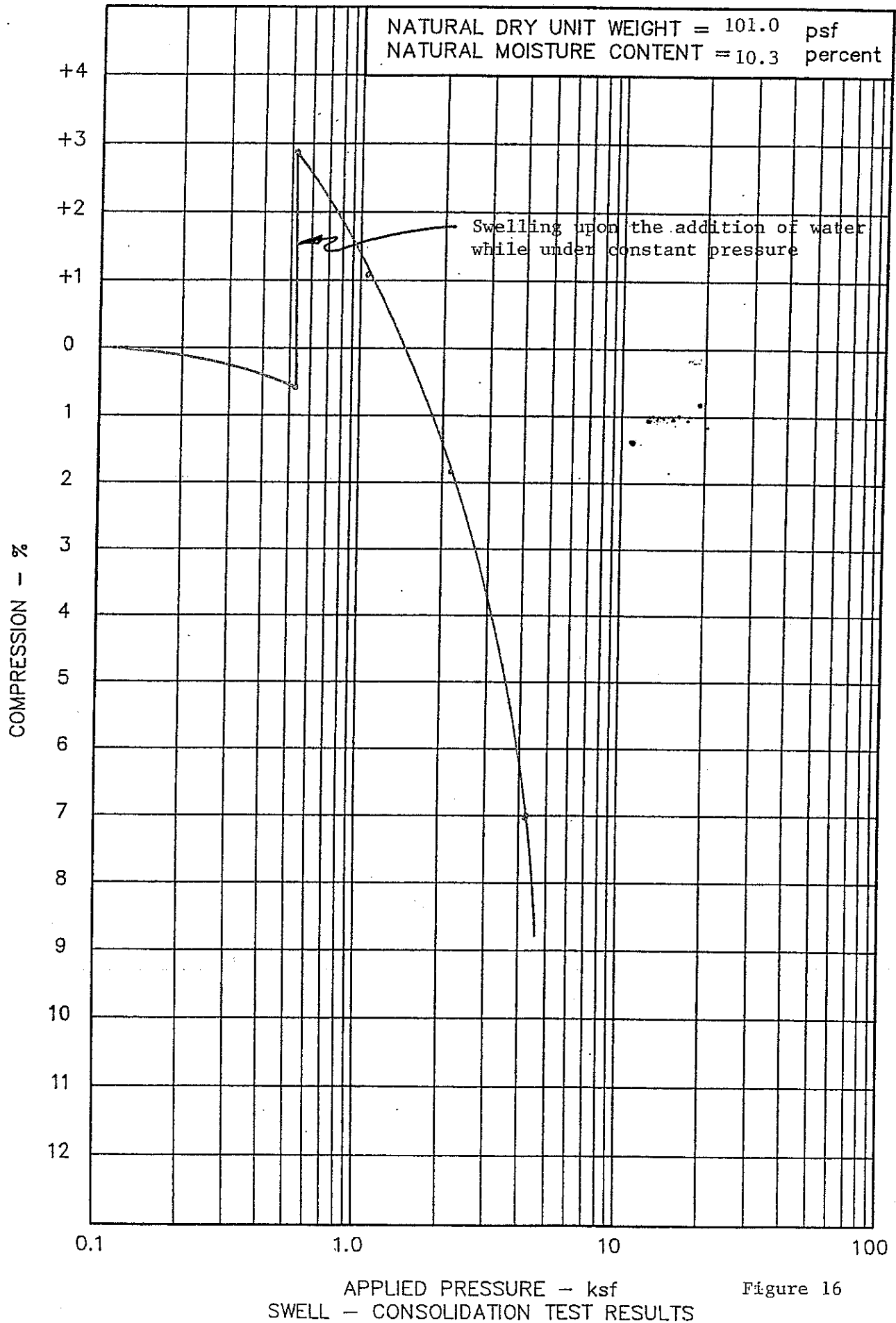


Figure 16

ARMSTRONG CONSULTANTS, INC.
SOIL COMPACTION TEST GRAPH

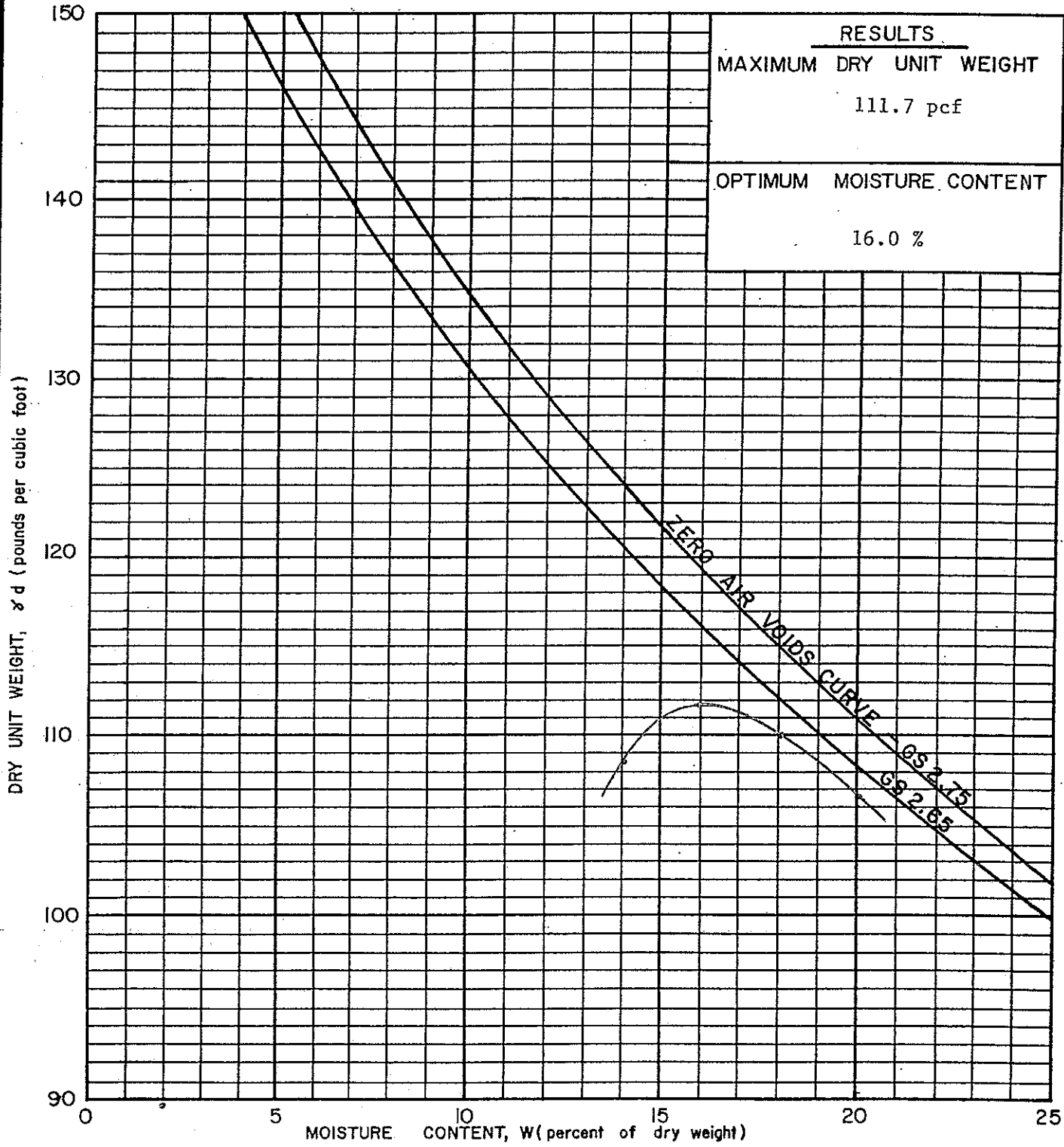
DATE
4/23/02

PROJECT
Canyonlands Airport, Moab, Utah

EXCAVATION LOCATION
CBR #1 (TB-1)

COMPACTION METHOD
Standard Proctor
ASTM D698 Method D

SOIL CLASSIFICATION
Silty clay



TECHNICIAN (Signature)
Dale Lockhart

PLOTTED BY (Signature)
E. P. Armstrong

CHECKED BY (Signature)

Figure 17

ARMSTRONG CONSULTANTS, INC.
SOIL COMPACTION TEST GRAPH

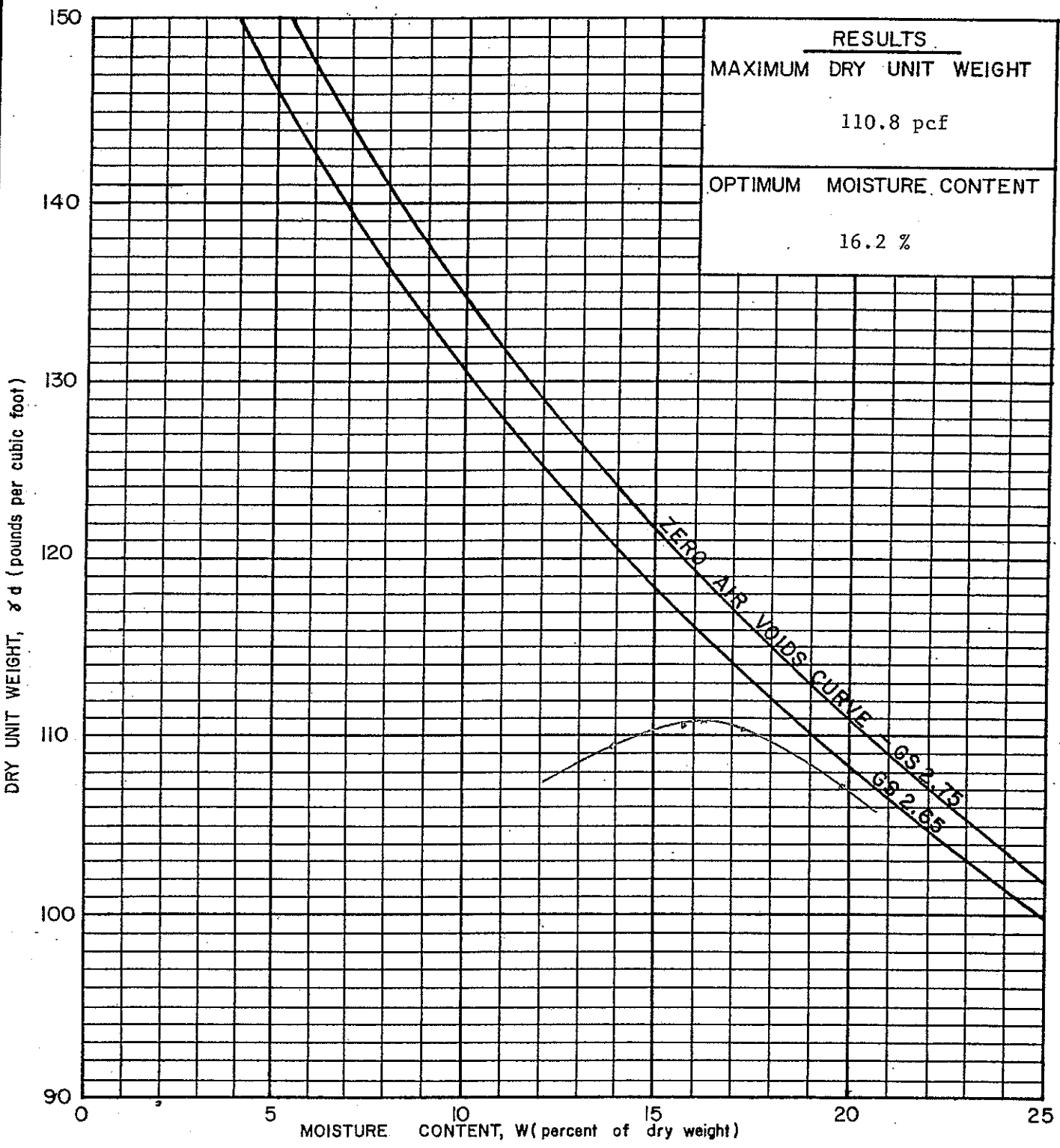
DATE
4/23/02

PROJECT
Canyonlands Airport, Moab, Utah

COMPACTION METHOD
Standard Proctor
ASTM D698 Method D

EXCAVATION LOCATION
CBR #2 (TB-4)

SOIL CLASSIFICATION
Silty clay



TECHNICIAN (Signature)
Dale Lockhart

PLOTTED BY (Signature)
E. C. Armstrong

CHECKED BY (Signature)

Figure 18

ARMSTRONG CONSULTANTS, INC.
SOIL COMPACTION TEST GRAPH

DATE 4/23/02

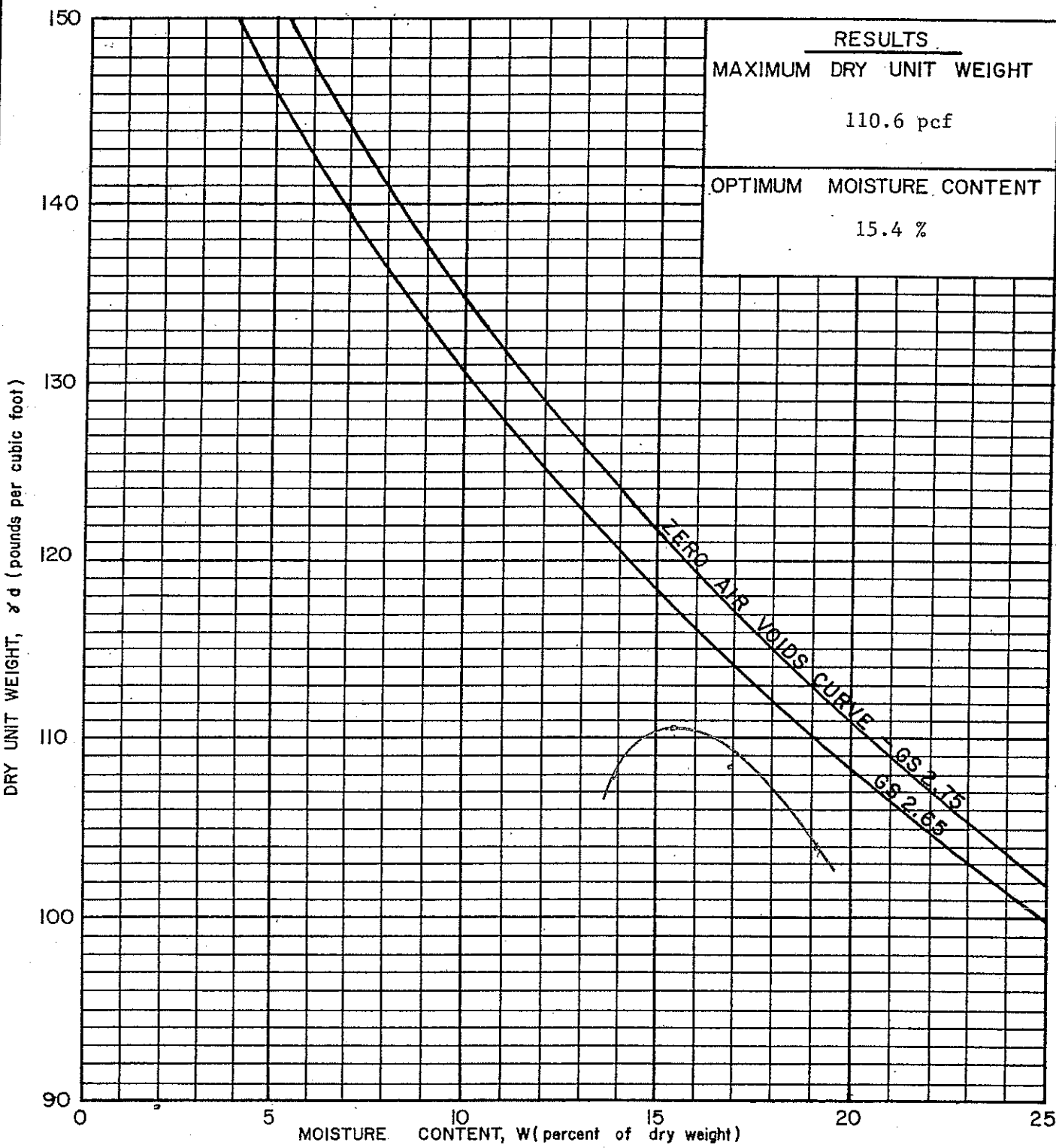
PROJECT Canyonlands Airport, Moab, Utah

COMPACTION METHOD

EXCAVATION LOCATION
CBR #3 (TB-6)

SOIL CLASSIFICATION
Silty clay

Standard Proctor
ASTM D698 Method D



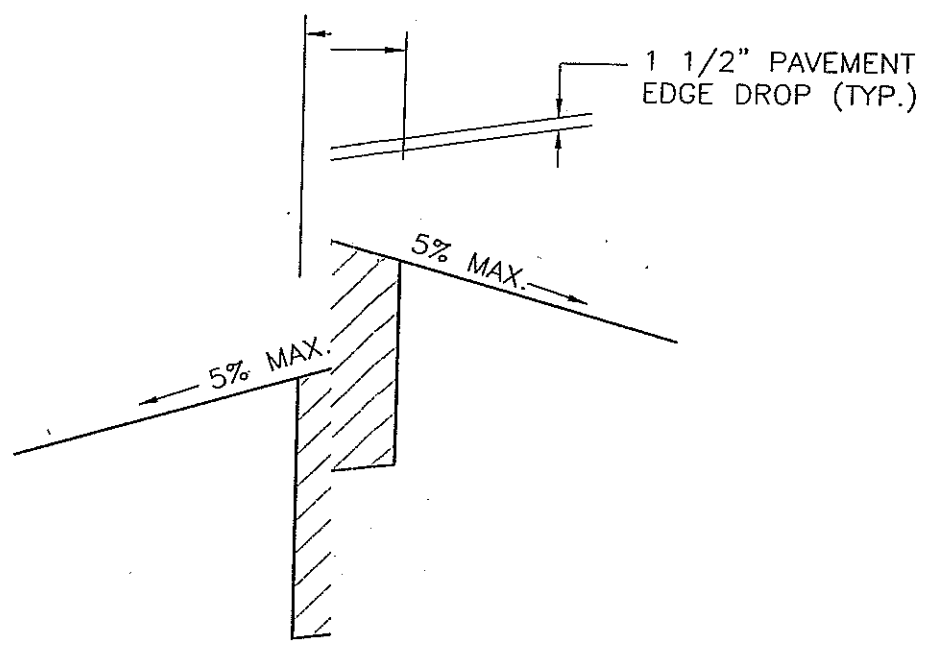
TECHNICIAN (Signature)
Dale Lockhart

PLOTTED BY (Signature)
E. P. Armstrong

CHECKED BY (Signature)

Figure 19

CONTINUOUS PAVEMENT
COURSE (50 BLOW)(P-401)



OVEREXCAVATE
AND IN ALL
DEPTH DOES
USE APPROVE

FIGURE 20

S, INC. ENVIRONMENTAL STUDIES 861 Road Avenue Grand Junction, CO 81501 Phone 970-241-1769	CANYONLANDS AIRPORT MOAB, UTAH	
	NEW PAVEMENT SECTION	
Scale: N.T.S.	Date: 04.24.02	
Drawn: JOS	File: 5607200	
Chk'd: EAA	Job #: 025607	

ARMSTRONG CONSULTANTS, INC.

Job No. 02560Z

SUMMARY OF LABORATORY TEST RESULTS

Hole	Depth, (Feet)	Natural Moisture (%)	Natural Dry Density (pcf)	Atterburg Limits		Particle Size Distribution, % Passing by wt.					Soil Type
				Liquid Limit (%)	Plasticity Index (%)	3/4"	#4	#10	#40	#200	
TB-1	BULK 0-3			35	19	100	100	100	98	79.2	CL/A-6
	4.0	7.0	128.0			100	100	100	99	81.2	CL/A-6
	5.0	9.4	115.3			100	93	88	80	64.4	CL/A-6
	6.5	9.8	96.0			100	88	86	82	68.5	CL/A-6
TB-2	3.0	11.7	109.0			100	97	93	87	77.3	CL/A-6
	3.5	13.3	106.6			100	100	98	90	78.7	CL/A-6
	6.5	9.7	123.5			100	97	88	79	71.3	CL/A-6
TB-3	2.5	23.9	88.5			100	90	83	68	47.5*	CL/A-6
	4.5	8.9	123.8			100	96	87	77	66.3	CL/A-6
TB-4	BULK 0-4			37	18	100	100	98	95	82.4	CL/A-6
	3.5	13.3	119.6			100	100	100	98	88.0	CL/A-6
	4.5	12.4	121.5			100	100	99	97	88.3	CL/A-6
	6.0	9.6	127.1			100	100	99	97	85.6	CL/A-6
TB-5	2.5	13.2	107.2			100	100	98	94	78.5	CL/A-6
	4.5	13.6	109.9			100	98	98	93	77.2	CL/A-6
	8.0	17.0	112.1			100	100	97	94	87.5	CL/A-6
TB-6	BULK 0-4			42	23	100	98	94	88	76.5	CL/A-7
	1.0	10.3	101.0			100	99	93	85	72.8	CL/A-7
	2.5	10.4	104.3			100	98	92	84	74.2	CL/A-7
	5.5	12.9	104.6			100	100	100	98	89.5	CL/A-7

*3@2.5' CONSOLIDATION DATA, QUESTIONABLE, CONSOLIDATED OBLIQUELY. (SAMPLE WAS SILTY SHALE WITH GYPSUM CRYSTALS)

**TABLE 2
LABORATORY CBRs AND ATTERBURG LIMITS**

Date	Sample	Location	Material	Compaction	LL	PI	Remolded		Soaked	Swell
							CBR	W/%	W/%	
04/04/02	1	CBR #1	Silty clay	96.3%	35	19	3	15.8	21.4	+1.89%
04/04/02	2	CBR #2	Silty clay	95.5%	37	18	2	14.9	24.0	+1.74%
04/04/02	3	CBR #3	Silty clay	96.7%	42	23	2	15.3	22.2	+2.82%

Test Results from Job Number 915400 (January 1992)

**TABLE 2
LABORATORY CBRs AND ATTERBURG LIMITS**

Date	Sample	Location	Material	Compaction	LL	PI	Remolded		Soaked	Swell
							CBR	W/%	W/%	
01/08/92	1	CBR #1	Weathered Shale	100.0%	39	22	4	15.3	21.7	%
01/08/92	2	CBR #2	Weathered Shale	100.0%	48	22	3	18.5	29.1	%
01/08/92	3	CBR #3	Weathered Shale	99.7%	45	25	3	18.3	27.2	%
01/08/92	4	CBR #4	Weathered Shale	99.9%	48	28	2	17.3	31.8	%

TABLE 3
RECOMMENDED GRADINGS FOR ASPHALT CONCRETE MIXES

Sieve Sizes	Mix Designation and Nominal Maximum Size of Aggregate		
	1 in.	3/4 in.	1/2 in.
	Base and Surface	Base and Surface	Base and Surface
Grading of Total Aggregate (Course Plus Fine, Plus Filler is Required) Amounts Finer Than Each Laboratory Sieve (Square Opening), weight percent			
1 in. (25.0 mm)	100	--	--
3/4 in. (19.0 mm)	76 to 95	100	--
1/2 in. (12.5 mm)	60 to 86	78 to 95	100
3/8 in. (9.5 mm)	57 to 77	64 to 88	79 to 99
No. 4 (4.75 mm)	35 to 60	44 to 68	58 to 78
No. 8 (2.36 mm)	24 to 46	30 to 53	39 to 59
No. 16 (1.18 mm)	17 to 37	20 to 40	26 to 46
No. 30 (0.6 mm)	11 to 27	14 to 30	19 to 35
No. 50 (0.30 mm)	7 to 19	8 to 21	12 to 24
No. 100 (0.150 mm)	6 to 16	6 to 14	7 to 17
No. 200 (0.075 mm)	3 to 6	3 to 6	3 to 6
Bitumen percent	4.5 - 7.0	5.0 - 7.5	5.5 - 8.0

**TABLE 4
SUGGESTED CRITERIA FOR TEST LIMITS**

METHOD	Up to 60,000 lbs. (27,200 kg) Maximum Gross Weight	
MARSHALL (ASTM D1559) Number of Compaction blows, each end of Specimen Stability (Newtons) Surface Base	50 1,350 minimum 1,350 minimum	
	Minimum	Maximum
Flow, all mixtures	10	18
Percent Air Voids	2.8	4.2



March 1, 2022

Mr. Eric Trinklein

Federal Aviation Administration

Denver Airports District Office

26805 East 68th Avenue, Suite 224

Denver, CO 80249

RE: No Foam Testing Device

Dear Mr. Trinklein

Bids were received for no foam testing devices. Three bids were submitted:

NoFoam Systems – \$23,957.76

ECOLOGIC Mobile Foam Testing System (E-ONE) - \$25,750.00

Oshkosh Eco- EFP Retrofit - \$31,122.00

Based on the lowest bid, we are recommending the no foam testing system be awarded to NoFoam Systems for \$23,957.76. The grant application will be submitted upon completion by the Airport Director.

If you have any questions regarding this matter, please contact me.

Sincerely,

Tammy Howland

Tammy Howland

Airport Operations Manager/ARFF

Application for Federal Assistance SF-424

* 1. Type of Submission:		* 2. Type of Application:		* If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New		<input type="text"/>	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		* Other (Specify):	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		<input type="text"/>	
* 3. Date Received:		4. Applicant Identifier:			
<input type="text" value="05/11/2022"/>		<input type="text"/>			
5a. Federal Entity Identifier:			5b. Federal Award Identifier:		
<input type="text"/>			<input type="text" value="3-49-0020-044-2022"/>		
State Use Only:					
6. Date Received by State:		7. State Application Identifier:			
<input type="text"/>		<input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <input type="text" value="Grand County Utah"/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN):			* c. UEI:		
<input type="text" value="87-6000304"/>			<input type="text" value="KVPMAQ6HAFW9"/>		
* d. Address:					
* Street1:	<input type="text" value="125 E Center Street"/>				
Street2:	<input type="text"/>				
* City:	<input type="text" value="Moab"/>				
County/Parish:	<input type="text" value="Grand"/>				
* State:	<input type="text" value="UT: Utah"/>				
Province:	<input type="text"/>				
* Country:	<input type="text" value="USA: UNITED STATES"/>				
* Zip / Postal Code:	<input type="text" value="84532-0000"/>				
* e. Organizational Unit:					
Department Name:			Division Name:		
<input type="text" value="Airport"/>			<input type="text"/>		
* f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:	<input type="text"/>	* First Name:	<input type="text" value="Tammy"/>		
Middle Name:	<input type="text" value="Marie"/>				
* Last Name:	<input type="text" value="Howland"/>				
Suffix:	<input type="text"/>				
Title:	<input type="text" value="Interim Airport Director"/>				
Organizational Affiliation:					
<input type="text" value="Canyonlands Regional Airport"/>					
* Telephone Number:	<input type="text" value="435-259-4120"/>	Fax Number:	<input type="text"/>		
* Email:	<input type="text" value="thowland@grandcountyutah.net"/>				

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

00 166393 Moab ALP As-Built- Sheets 2-4 (1)

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

No Foam testing equipment for AFFF.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="23,957.76"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="23,957.76"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand County

Airport: Canyonlands Regional Airport

Project Number: 3-49-0020-044-2022

Description of Work: Purchase of No Foam Testing Equipment

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 7 day of June, 2022.

Name of Sponsor: Grand County

Name of Sponsor's Authorized Official: Jaques Hadler

Title of Sponsor's Authorized Official: Grand County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Canyonlands Regional Airport

LOCATION: Moab. Ut.

AIP PROJECT NO.: 3-49-0020-044-2022

STATEMENTS APPLICABLE TO THIS PROJECT This is for equipment only

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Canyonlands Regional Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) _____, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Tammy M. Howland **DATE:** 6/7/2022

TITLE: Interim Airport Director

SPONSORING AGENCY: Grand County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____

STANDARD DOT TITLE VI ASSURANCES

Grand County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

(Sponsor)

(Signature of Authorized Official)