

**D I X O N   A I R P O R T   L E A S E**

**P R I V A T E   O P E R A T O R**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the Board of County Commissioners of Carbon County, Lessor, and  
\_\_\_\_\_, Lessee.

WHEREAS, Carbon County is the owner of certain real property known as the Dixon Airport (hereinafter "Airport") located in Carbon County, Wyoming; and

WHEREAS, the parties desire to enter into a lease of hereafter described Airport property for the purpose of leasing space on the airport for construction of an airplane hangar to park privately owned aircraft; and

WHEREAS, the Board of County Commissioners have determined that it is in the Board's best interest to enter into said lease;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein expressed, the parties agree and covenant as follows:

1. Lessor leases to Lessee, and Lessee leases from Lessor, the following described premises: Which is \_\_\_\_\_ square feet as shown on the attached Lease Parcel Exhibit "A" together with all improvements thereon.
2. Incorporated herein by reference as though fully set forth herein, are the Minimum Airport Standards of Dixon Airport, hereinafter referred to as Minimum Standards, as the same are, by their nature, applicable to Lessee; Lessee shall be bound by such Minimum Standards as the same may now exist or as they shall be amended or modified by proper action of Lessor or an airport board in the future.
3. Lessee shall use and occupy said premises for the purpose of constructing and/or maintaining a hangar to be used for parking and storage of aircraft owned or leased by Lessee only. Lessee shall not offer aeronautical services or storage services to the public. However, Lessee may, if the size of the hangar is adequate to do so, also park or store inside the hangar other personal property; however, no snow machines, boats, motor homes or other large vehicles may be stored on airport grounds. No items shall be stored so as to violate any local, state or federal ordinance, statute, regulation or law. No items shall be stored so as to create a fire or safety hazard to persons or property, and no hazardous

flammable substances (other than aircraft fuel in the aircraft and aircraft oil and additives) shall be stored on the property. No item shall be stored on the premises outside the hangar.

4. Lessee shall, at its own expense, maintain the leased premises in a clean, neat, safe and orderly manner at all times, free of waste, rubbish and debris, and shall dispose of all such refuse in a proper manner. Lessee will not suffer any unlawful, improper or offensive use of the property, nor allow any use or occupancy thereof which is contrary to the laws of the United States of America, the State of Wyoming, or any Resolution of Carbon County, Wyoming, now or hereafter enacted, or which shall be injurious to any persons or property.

5. Lessee shall not use the leased premises or the hangar thereon as a residence.

6. Lessee shall not assign, underlet, sublet or part with possession of the whole or any part of the leased property without the prior written consent of the Lessor.

7. The term of this lease shall be for a period of 30 (thirty) years from the date of execution. The subject premises may be leased by Lessee for additional 5 (five) year periods upon approval by the Lessor using the then current version of this lease document. If Lessee desires additional lease periods, Lessee shall notify Lessor in writing not less than sixty (60) days before the expiration of this and each subsequent lease. Beginning with the fifth (5th) year of the Primary Term and for each fifth (5<sup>th</sup>) year following, the then current annual rental fee shall be adjusted by multiplying it by the change in the Consumer Price Index for the immediately preceding lease period. For the purpose of this Lease, Consumer Price Index shall mean the Consumer Price Index—U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items (1982–84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the “CPI”).

8. During the term of this lease, Lessee shall pay to Lessor the sum of \$ \_\_\_\_\_ per year which is based on \$ \_\_\_\_\_ per square foot. The initial payment shall be the prorated amount covering the period from the date of this agreement through December 31 of the current year (said year being 2009). Subsequent payments shall be made for the period from January 1 through December 31 of each calendar year, and shall be paid by Lessee through the office of the Carbon County Clerk no later than the 1<sup>st</sup> day of January for each subsequent year. Lessee shall be subject to a late payment penalty of Ten Dollars (\$10.00) per day for failure to remit rental payments as they become due. Payments shall be made to Carbon County at P.O. 6, Rawlins, WY 82301. Failure to remit payments when they become due shall be considered a default of this lease by the Lessee.

9. No hangar or other building shall be constructed or placed upon the leased premises nor any external modifications or additions made to existing hangars or other buildings without the express written consent of the Lessor and approval of proposed building plans. Plans and specifications shall be presented to Lessor upon application for permission to construct or modify. All construction shall be completed within a reasonable time after Lessor's approval, but in no case later than one (1) year after the issuance of the building permit. Lessor may grant extensions upon proper application by Lessee for good cause. Failure to reasonably complete construction once commenced, shall, at the sole option of Lessor, constitute a default by Lessee.

10. Lessor and/or its authorized representative may inspect the leased premises, including the interior of any hangar or building, for fire or other safety hazards and to determine compliance with the provisions of this lease agreement, upon twenty-four (24) hour prior notice to the Lessee.

11. Any hangar or other building erected on the leased premises by the Lessee shall remain the property of Lessee and shall be removed by the Lessee, at Lessee's sole expense, together with all personal property ten (10) days prior to the termination of this lease unless a new lease has been entered into by the parties. Lessee shall restore the property to its original condition. Failure to remove or otherwise properly dispose of any hangar or other building or property of Lessee shall constitute an abandonment by Lessee. In such event, the Lessor may keep the hangar or other building together with all personal property on the leased premises as its own or it may cause the hangar or other building and the personal property to be removed or otherwise disposed of and Lessee shall pay all costs and expenses, if any, in connection therewith.

12. Lessee shall be required to maintain good and adequate liability insurance for the leased property in an amount not less than \$500,000.00 each person and \$1,000,000.00 each incident. Lessee shall furnish proof of such coverage to Lessor within ten (10) days of the date of this lease agreement. Lessee shall include Carbon County and the Airport Board as additionally insured.

13. Lessee, its agents, employees and invitees shall have ingress, egress and regress to the leased premises through the main entrance to the Dixon Airport as the same exists or is relocated and from the runways and taxiways of the Airport and shall use no other access without express permission of Lessor.

14. Lessee shall have during the term of this lease the non-exclusive right to use any of the facilities of the Dixon Airport which are provided to the public for the operation of aircraft.

Lessee has inspected the Dixon Airport and the leased premises, accepts the same and assumes the risk incident to the use thereof. Lessor shall not be liable to Lessee, Lessee's agents, employees or invitees for any damages or injury to property or persons which result from any conditions of the premises, hidden, latent, dangerous or otherwise.

16. Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises which substance is listed at the time as hazardous or potentially hazardous by or under United States Environmental Protection Agency or Wyoming Department of Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor, Carbon County, harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on, or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on, the leased premises.

17. Lessor covenants that, so long as Lessee is not in default in any terms hereof, Lessee shall peaceably and quietly enjoy the leased premises subject to the terms of this lease.

18. It is understood and agreed by both parties that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to the Lessee.

19. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of Dixon Airport, the execution of which has been or may be required as condition precedent to the expenditure of federal funds for the development of the Airport.

20. The Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the aforesaid property described in this lease for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, United States Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the

United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

21. The Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sex, age, physical handicap 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 the said property described in this lease for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, United States Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

22. The Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sex, age, physical handicap 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 Lessee shall use the premises in compliance with all Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

23. In the event Lessee should default in any of the covenants or conditions herein, Lessor shall notify Lessee of such default: Lessee shall have thirty (30) days from the date of said notice to cure the default, and if not cured within said thirty (30) days, the Lessor may, at its election, terminate this lease and re-enter into the leased premises either with or without process of law. The Lessee does hereby covenant and agree to surrender and deliver up the leased premises peaceably and immediately upon termination. Lessor shall have the right to proceed under any remedy at law or in equity, including but not limited to the right of forcible entry and detainer, or in the event of lack of payment, the right to require specific performance hereunder. Lessor further reserves the

right to waive any default by Lessee, but such waiver shall not operate as a continuing waiver of other defaults.

24. Any official notice or other communication relating to the terms of this lease (including a notice of change of address) shall be sent by certified mail, return receipt requested to the party at the address hereinafter provided and shall be effective when posted in a U.S. Postal Service Depository with sufficient postage attached thereto. General communications of an advisory nature, notices of lease rents due and the payments of lease rents may be sent by first class mail through the U.S. Postal Service.

If to Lessor:        Carbon County Commissioners  
                          P.O. Box 6  
                          Rawlins, Wyoming 82323

If to Lessee:        \_\_\_\_\_  
                          \_\_\_\_\_  
                          \_\_\_\_\_  
                          \_\_\_\_\_

25. Lessee shall indemnify and hold harmless Lessor, Carbon County, from and against any and all claims, actions, causes of action, demands, damages, expenses, bills, fines, fees, penalties, costs and loss or liability for damage to property or injuries to persons, caused by or in any way arising out of Lessee's use or ownership of the property described herein above.

26. Lessor expressly preserves all governmental immunity as provided to them pursuant to the laws of the State of Wyoming.

27. It is mutually agreed that in the event either of the respective parties hereto shall breach or default in any of the respective covenants herein so as to require the non-breaching or non-defaulting parties to commence legal or equitable action against the other party, the non-prevailing party agrees to pay all reasonable expenses of litigation, including but not limited to reasonable attorney's fees incurred by the prevailing party.

28. This lease shall be governed and construed according to the laws of the State of Wyoming.

29. The parties agree that the courts of the State of Wyoming and the federal courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim or controversy which may arise involving this lease agreement or

its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

30. This lease contains the entire understanding of the parties and is binding upon the parties, and their assigns, but the parties may, by mutual agreement, modify, waive or alter the terms hereof, such modification, waiver or alteration shall be valid only if executed in writing with the same formalities of this agreement. Each party enters into this agreement voluntarily, without any coercion or inducement other than as stated in the preamble hereto, believing that this lease is reasonable under the circumstances. The parties shall hereafter, make, execute and deliver any instruments, assurances or other things necessary as shall be reasonably required from time to time to give full force and effect to this agreement.

31. This lease agreement has been prepared by the office of the Carbon County Attorney who represents the sole rights and interests of the Lessor. The Lessee has either waived their opportunity to have this lease reviewed by an attorney of their choosing or that this lease has been approved by counsel of Lessee's choice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

LESSOR:

CARBON COUNTY COMMISSIONERS

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
CARBON COUNTY CLERK

LESSEE:

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