

**SHERIDAN COUNTY AIRPORT**  
**AIRPORT BUSINESS PARK LEASE AGREEMENT**

The County of Sheridan, State of Wyoming ("County"), and Joe Scott Enterprises, Inc., ("Lessee") enter into this lease agreement ("Agreement"). In consideration of the mutual covenants contained herein, the parties agree as follows:

**I. LEASED PREMISES.**

County leases to Lessee, a tract(s) of land shown on **Exhibit A, RECORD OF SURVEY for Lease Areas Sheridan County Airport Business Park Phase 1**, recorded in the Office of the Sheridan County Clerk on February 27, 2006 in Drawer A Plat No. 352, attached hereto (the "Premises"), together with the right of ingress and egress.

A tract or tracts of land situated in a portion of the N1/2SW1/4, SE1/4NW1/4, Section 3, Township 55 North, Range 84 West, 6<sup>th</sup> Principal Meridian and more particularly described as follows:

- LA-1, Block 1; said leased area contains 0.56 acres of land more or less.
- LA-2, Block 1; said leased area contains 0.52 acres of land more or less.
- LA-1, Block 2; said leased area contains 0.94 acres of land more or less.

**II. USE OF PREMISES.**

LA-1 and LA-2, Block 1 shall be used for the express purpose of a storage and manufacturing facility for NST Investments LLC and EMIT Water Discharge Technology LLC.

LA-1, Block 2 shall be used for the express purpose of office complexes in association with NST Investments LLC and EMIT Water Discharge Technology LLC.

**A. LESSEE'S RIGHTS AND OBLIGATIONS.**

1. Lessee shall, at its sole expense, maintain and repair the Premises and any improvements existing, installed, altered, or constructed in a reasonable appearance and state of repair with normal wear and tear excepted. In the event Lessee fails to so reasonably maintain or repair the Premises or improvements, County may, after providing written notice to Lessee, enter the Premises and perform the maintenance or repair. Lessee shall pay the costs of any such maintenance or repairs in addition to all other rental fees and other charges.
2. Lessee shall keep the Premises clean, safe, and orderly at all times and shall provide a proper arrangement for the sanitary handling and disposal of all rubbish, grass clippings, and other waste products.
3. Lessee shall maintain all landscaped areas and keep parking lots and access roads on the Premises reasonably clear of snow.

**B. COUNTY'S RIGHTS AND OBLIGATIONS.**

1. County shall indicate to Lessee in writing its approval of any proposed leasehold improvements based on submitted plans and specifications.
2. County, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises at any reasonable hour with reasonable notification. This Agreement does not authorize County to inspect confidential records, files, or documents.
3. County reserves a right of flight for the passage of aircraft in the airspace above the surface of the Premises and for the noise and fumes inherent in

the operation of aircraft including landing, taking off, and operating aircrafts now known or hereafter used for flight or navigation.

4. County shall be responsible for street maintenance and snow removal on Aviation Drive, Aero Loop, and Hangar Avenue.

### III. LEASEHOLD IMPROVEMENTS.

#### A. GENERAL CONDITIONS.

1. Lessee shall, at its sole expense, pay all costs and expenses associated with the construction of all building(s) and improvements on the Premises.
2. Lessee shall faithfully observe and comply with the Covenants, Conditions, and Restrictions for Buildings, Structures, and Uses in the Sheridan County Business Park as described in **Exhibit B**.
3. Lessee shall file FAA Form 7460-1 with the Federal Aviation Administration ("FAA") and obtain approval from the FAA prior to commencing any construction or alteration; Airport Management shall be copied on all correspondence to FAA.
4. Lessee shall diligently pursue construction of the building(s) / improvements so that they will be completed within six (6) months from the date of this Agreement. Lessee shall not be responsible if the completion is delayed by virtue of strike, catastrophes, shortage of material, delays occasioned by actions of local, state, or federal agencies, or acts of God, or other causes beyond the control of Lessee.
5. No structural changes may be made to any building(s) or improvements to be constructed as approved by County, without having first secured written approval of County, which approval shall not be unreasonably withheld.
6. Lessee shall obtain prior written approval of the Airport Manager to install signs or otherwise alter or construct improvements on the Premises. Such approval shall not be unreasonably withheld. Lessee is responsible for all costs associated with such installation, alteration, and construction.
7. Lessee shall within forty-five days after full development of each lot, provide the Airport Management with a complete set of as-built drawings for the improvements that include at a minimum the plans required in III.A.2 of this Agreement.
8. Lessee shall at the end of the term of this Agreement, convey good and merchantable title to all building(s), fixtures, and leasehold improvements in favor of County.
9. Should the Agreement be terminated prior to the expiration of the term because of Lessee's default, all building(s) and leasehold improvements become the property of County, subject to paragraph 10.
10. Notwithstanding any provision of this Agreement to the contrary Lessee may, to secure financing of the building, assign this Agreement as security to Lessee's building financier.
11. The County and Lessee hereby agree to execute the Landlord's Consent to Assignment with Sheridan State Bank, attached hereto as **Exhibit C**.

#### IV. TERM.

This Agreement is for a term of thirty years, commencing June 1, 2008 and ending May 31, 2038 (the "termination date"), inclusive, unless sooner terminated in accordance with the provisions herein. On the termination date, Lessee shall have the first right of refusal to lease the Premises under new term and conditions. Lessee shall request a copy of the proposed new terms within six months of the termination date and County shall within six weeks of receipt of the request provide same. Such terms shall be reasonable and more favorable terms shall not be given to a third party for a period of six months if such terms are rejected by Lessee. However, if Lessee breached the initial Agreement and notice of any breach was provided to Lessee in writing more than once during the term of this Agreement, then the foregoing six month restriction is void.

#### V. RENTAL FEE.

Lessee shall pay to County the rental fee monthly in advance, on or before the 10th day of each month during the term of this Agreement. The monthly rental fee shall be as follows: effective June 1, 2008 the monthly rental fee shall be \$366.00; effective June 1, 2009 the monthly rental fee shall be \$458.00; effective June 1, 2010 the monthly rental fee shall be \$572.00; effective June 1, 2011 the monthly rental fee shall be \$715.00; effective June 1, 2012 the monthly rental fee shall be \$858.00; effective June 1, 2012 and for the remainder of the term of this Agreement the monthly rental fee shall be increased or decreased per the National Consumer Price Index (NCPI) West Urban all items for the immediately preceding two-year period. The rental adjustment shall take place on June 1 of each two-year period. No increase shall exceed 8% of the rental fee last paid by Lessee. A delinquency charge of 1.5% per month shall be added to any rental fee that is more than thirty days delinquent. Lessee shall deliver all fees due County to the Office of the Airport Manager, Sheridan County Airport, 908 W. Brundage Lane, Sheridan, Wyoming 82801.

#### VI. INSURANCE.

##### A. LESSEE'S REQUIREMENTS.

1. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, comprehensive general liability and property damage insurance of not less than \$1,000,000 per occurrence protecting County against any and all liability from Lessee's use of the Premises or this Agreement. Lessee shall obtain and maintain fire insurance in an amount approved by County, but not in excess of the current value of the improvements. The insurance policy(s) specified above shall name County as an additional insured. Lessee shall furnish a certificate from the insurance carrier(s) showing insurance to be in full force and effect during the term of this Agreement. All policies shall provide for a minimum of ten working days notice to County in the event of cancellation, non-renewal, or material change in the terms.
2. Lessee shall provide and maintain such fire protection equipment as required by its fire insurance underwriters and local fire codes.
3. Lessee bears sole risk of loss to all personal property on the premises.

- B. COUNTY'S REQUIREMENTS. County shall not build or permit to be built any structures or other hindrances within a reasonable amount of area immediately adjoining the Premises in order that free and ready access to Lessee's building and other improvements may be had for fire prevention and fire fighting purposes.

#### VII. GENERAL COVENANTS.

- A. CONDITION OF PREMISES. Lessee acknowledges that it has physically examined the Premises upon which the improvements will be constructed prior to execution of this Agreement and acknowledges that the Premises are in

satisfactory condition for the intended uses. County had made no representations to Lessee relating to the condition of the Premises except as are specifically provided in this Agreement.

- B. UTILITIES. Lessee shall, at its sole expense, pay all costs and expenses required to extend any utility lines from their current location to the Lessee's improvements and to bury all utilities and be responsible for the payment of all utilities service hookups, including plant investment and tap fees payable to the City of Sheridan for water and sewer hookups on the Premises and promptly pay for all utilities including, but not limited to trash removal, water, gas, sewer, electric, cable, and telephone.
- C. TAXES. Lessee shall pay such taxes as may be levied upon all improvements by the County of Sheridan during the term of this Agreement. It is the understanding that any improvements placed on the Premises shall be considered property of Lessee for the purpose of assessing taxes.
- D. SUB-LEASING. Lessee shall not sublet said Premises or any other part thereof without the written consent of County. County shall not unreasonably withhold consent to any reasonable corporation, individual or other business.
- E. ASSIGNMENT. This Agreement is not assignable without the prior written consent of the parties. County acknowledges that Lessee will make a substantial investment on the Premises and, therefore, shall not unreasonably withhold consent to any such assignment to any responsible corporation, individual or other business entity capable of receiving such assignment. Neither this Agreement nor any interest herein shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law, except as provided in paragraph III.A.10.
- F. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- G. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- H. NOTICE. Any notice given by one party to the other in conjunction with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certification fees prepaid:

If to County, addressed to:

Office of the Airport Manager  
Sheridan County Airport  
908 W. Brundage Lane  
Sheridan, WY 82801

If to Lessee, addressed to:

Joe Scott Enterprises, Inc.  
P.O. Box 6812  
Sheridan, WY 82801

I. NON-DISCRIMINATION.

- 1. Lessee 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,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. In all use and operation of the Premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
3. County reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection shall constitute a material breach of this Agreement.

J. REQUIREMENTS OF THE UNITED STATES.

1. The parties hereto acknowledge that this Agreement is subject to the lawful emergency demands of one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the United States, including a lawful demand to deliver possession of all of the Premises as promptly as possible. In the event of any loss of use of the Premises by Lessee, Lessee shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or, at its election, it may share on an equitable basis in any award which may be made for the taking of all the Airport property of which the Premises is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination of all the rights to be enjoyed by Lessee hereunder, then during such time of suspension Lessee shall be excused from paying rent and the term of this Agreement shall be extended on the same terms expressed herein for a time equivalent to such suspension.
2. County reserves the right to further develop or improve the landing area of the Airport as it deems fit, regardless of the desires or views of Lessee, and without interference. Lessee understands that this Agreement is subordinate to provisions and requirements of any existing and future agreements between the County and the United States relative to the development, operation or maintenance of the Airport.
3. Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the Premises, and on any alterations of the structure.
4. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
5. Lessee shall faithfully observe and comply with all applicable airport, municipal, state, and federal ordinances, laws, rules, programs and regulations as they are now or as they are enacted affecting use of the Airport and the SCA Business Park, whether established by the Airport Manager, by Sheridan County, by the State of Wyoming or the United States, or agencies thereof, provided that such rules shall apply to all users of the Airport and the SCA Business Park and shall not be made specific to Lessee alone.

K. DEFAULT AND TERMINATION.

1. If Lessee defaults in performance of any term of this Agreement and that default remains for a period of sixty days after written notice of default,

County may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the Premises, either with or without process of law, and remove Lessee and Lessee's personal property. County may also use any manner allowed by law to regain possession. If County defaults in its performance of any term of this Agreement and that default remains for a period of thirty days after written notice of default, Lessee may terminate this Agreement.

2. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within twenty days remove all personal property from the Premises. Any remaining property is deemed abandoned by Lessee and belongs to County
  3. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges due pursuant to this Agreement.
  4. This Agreement may also be terminated upon mutual written agreement by the parties.
- L. BUILDING CODES. Lessee shall comply with all requirements of local, state or federal laws and building codes.
- M. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable local, airport, municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted.
- N. BUILDING PERMITS. Lessee shall obtain all permits required for construction of improvements. Lessee shall, at its sole expense, pay all costs and expenses associated with obtaining said building permits.
- O. INDEPENDENT CONTRACTOR. Lessee is an independent contractor and not an employee or agent of County. The selection, retention, assignment, direction, and payment of Lessee's employees shall be the sole responsibility of Lessee, and County shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.
- P. INDEMNIFICATION. Lessee shall indemnify, defend, and save County, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of Lessee or its agents or employees or through any injury or casualty occurring on the Premises as a result thereof unless gross negligence or willful misconduct by County, its agents, officers, representatives or employees was the proximate cause.
- Q. SURRENDER AND HOLDING OVER. Lessee agrees that at the expiration or termination of the Agreement, it will cease to utilize the Sheridan County Airport for the purpose herein stated. Should Lessee hold over the use after expiration of the Agreement, such holding over will be as a user at sufferance for which use it shall pay fees at double the amount herein provided and in addition be liable for any and all damages resulting from such use including all costs of collection and reasonable attorney fees.
- R. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

- S. WYOMING LAW. The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur in a court located in Sheridan, Wyoming or a federal court located within Wyoming.
- T. ATTORNEY'S FEES. In the event this Agreement is placed in the hands of an attorney for enforcement of this Agreement, Lessee shall pay County reasonable attorney's fees for services rendered to County in that regard.
- U. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- V. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- W. ENTIRE AGREEMENT. This nine-page document and all Exhibits constitute the entire agreement between the parties and supersedes all prior agreements between the parties covering the subject matter hereof.
- X. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party, except as to those rights granted to Sheridan State Bank herein.
- Y. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, flood, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- Z. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- AA. BEYOND TERM. This Agreement provides a definable benefit to Sheridan County and its citizens and desires to enter into this agreement beyond the term of this Board of County Commissioners so that the full benefit to Sheridan County might be realized.
- BB. CONFLICT OF TERMS. This Agreement shall govern any conflicts between the terms of the Agreement and the Landlord's Consent to Assignment with Sheridan State Bank (**Exhibit C**).

By signing below the parties agree to the above-terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party.

**SHERIDAN COUNTY AIRPORT**

BY: John W. Stopka 5/28/08  
John W. Stopka Date  
Airport Manager

**BOARD OF COUNTY COMMISSIONERS**

Sheridan County, Wyoming

BY: Robert L. Rolston 6-3-08  
Robert L. Rolston, Chairman Date

ATTEST:

Audrey Kottiska 6-3-08  
Audrey Kottiska, County Clerk Date

Approved as to Form:

Lynn M Smith 6/5/08  
County Attorney Date

STATE OF WYOMING )

) ss.

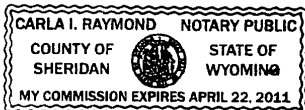
COUNTY OF SHERIDAN )

On this 3rd day of June, 20 08, before me personally appeared, Robert L. Rolston being first duly sworn, did say that she/he is the Chairman of the Board of County Commissioners, Sheridan County, Wyoming and that this instrument was signed and sealed on behalf of the said County by authority of said Board and she/he acknowledged said instrument to be the free act and deed of said Board.

WITNESS my hand and official seal.

Carla I Raymond  
Notary Public

My Commission Expires





JOE SCOTT ENTERPRISES, INC

BY: *Joe Scott* 06-06-08  
Date

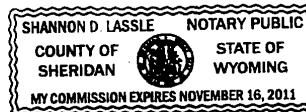
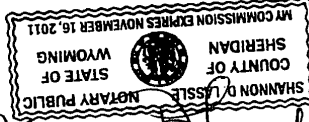
STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

*Joe Scott* The foregoing instrument was acknowledged before me by *Joe Scott*  
on *June 6th*, 2008.

WITNESS my hand and official seal.

*Shannon D. Lassle*  
Notary Public

My Commission Expires: *Nov. 16, 2011*





## LANDLORD'S CONSENT TO ASSIGNMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	03-19-2008	03-05-2013	5054605	4A / 706	J024019	AJS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Joe Scott Enterprises, Inc  
Joseph J Scott  
123 W 1st St, Ste 620  
Casper, WY 82633

**Lender:** Sheridan State Bank  
Main Office  
PO Box 6268  
424 N Main St  
Sheridan, WY 82801  
(307) 672-0705

THIS LANDLORD'S CONSENT TO ASSIGNMENT is entered into among Joe Scott Enterprises, Inc; and Joseph J Scott ("Borrower"), whose address is 123 W 1st St, Ste 620, Casper, WY 82633; Sheridan State Bank ("Lender"), whose address is Main Office, PO Box 6268, 424 N Main St, Sheridan, WY 82801; and County of Sheridan, State of Wyoming ("Landlord"), whose address is 908 W Brundage Lane, Sheridan, WY 82801. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

**COLLATERAL DESCRIPTION.** The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All right, title, and interest of the Debtor, whether now existing or to arise in the future, in and to all of the rents, issues, profits, revenues, royalties, rights and benefits of and from the real property under lease to the Debtor described as follows:

A tract or tracts of land situated in a portion of the N1/2SW1/4, SE1/4NW1/4, Section 3, Township 55 North, Range 84 West, 6th Principal Meridian and more particularly described as follows:

LA-2, Block 1; said leased area contains 0.52 acres of land more or less.

LA-1, Block 2; said leased area contains 0.94 acres of land more or less.

(the "Real Property"); and

All leases of all or part of the Real Property now or hereafter made, executed or delivered, whether written or verbal; and

All structures and improvements now and hereafter located on the Real Property; and

All fixtures and items to become fixtures attached to the Real Property.

**BORROWER'S ASSIGNMENT OF LEASE.** Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

**CONSENT OF LANDLORD.** Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

**LEASE DEFAULTS.** Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

**AMENDMENTS.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**NO WAIVER BY LENDER.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Landlord's Consent to Assignment, as this Landlord's Consent to Assignment may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent to Assignment from time to time.

**Borrower.** The word "Borrower" means Joe Scott Enterprises, Inc; and Joseph J Scott and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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**LANDLORD'S CONSENT TO ASSIGNMENT  
(Continued)**

Loan No: 5054605

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**Landlord.** The word "Landlord" means County of Sheridan, State of Wyoming, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

**Lease.** The word "Lease" means that certain lease of the Premises, dated April 1, 2006, between Landlord and Borrower. The Lease was recorded as follows: Recorded May 2, 2006, Bk 474, Pg 0003, No 539093 in the Office of the Sheridan County Clerk.

**Lender.** The word "Lender" means Sheridan State Bank, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

**Note.** The word "Note" means the Note executed by Joe Scott Enterprises, Inc; and Joseph J Scott in the principal amount of \$500,000.00 dated March 19, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Premises.** The word "Premises" means the real property located in Sheridan County, State of Wyoming, commonly known as office building located at 2665 Aviation Dr, Sheridan, WY 82801 & shop building located at 2688 Aviation Dr, Sheridan, WY 82801, and legally described as:

A tract or tracts of land situated in a portion of the N1/2SW1/4, SE1/4NW1/4, Section 3, Township 55 North, Range 84 West, 6th Principal Meridian and more particularly described as follows:

LA-2, Block 1; said leased area contains 0.52 acres of land more or less.

LA-1, Block 2; said leased area contains 0.94 acres of land more or less.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT TO ASSIGNMENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 19, 2008.

**BORROWER:**

JOE SCOTT ENTERPRISES, INC

By: Joseph J Scott  
Joseph J Scott, President of Joe Scott Enterprises, Inc

X Joseph J Scott  
Joseph J Scott, Individually

**LANDLORD:**

COUNTY OF SHERIDAN, STATE OF WYOMING

By: Robert L Rolston  
Authorized Signer for County of Sheridan, State of Wyoming

By: Robert L Rolston, Chairman  
Authorized Signer for County of Sheridan, State of Wyoming Board of County Commissioners

**LENDER:**

SHERIDAN STATE BANK

X Anthony J Spiegelberg  
Anthony J Spiegelberg, President

**EXHIBIT B**

**COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BUILDINGS, STRUCTURES, AND USES  
IN THE SHERIDAN COUNTY AIRPORT BUSINESS PARK  
ALL PHASES**

**SHERIDAN COUNTY AIRPORT**

**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**SHERIDAN COUNTY AIRPORT BUSINESS PARK – ALL PHASES**

**INTENT AND PURPOSE**

Sheridan County Airport in order to impose a common plan of building and development standards at the Sheridan County Airport, the following Covenants, Conditions, and Restrictions, hereinafter referred to as "CC&Rs", shall be adopted for the mutual benefit of Sheridan County Airport and future lessees of building sites at the Sheridan County Airport Business Park, hereinafter referred to as "Airport Business Park". Sheridan County Airport hereby declares and provides that all development, uses of land, and maintenance of facilities and locations shall be subject to the following CC&Rs. It shall be further understood that these established CC&Rs shall be considered minimum standards to be met by all lease holders in the Airport Business Park. *These CC&Rs shall be attached as an exhibit to all lease agreements in the Airport Business Park.*

It is the express purpose of these CC&Rs:

- To ensure proper development, use, and maintenance of all properties within the Airport Business Park;
- To protect public and private investment of individuals against incompatible and improper development that may devalue of surrounding properties;
- To prevent structures built of unsightly design or inferior materials that may be visually and structurally inadequate and repugnant;
- To encourage attractive improvements at appropriate locations;
- To prevent haphazard and inharmonious improvements that distract from the overall professional appeal of the Airport Business Park; and
- In general, to secure and maintain the scale and character of development envisioned by Sheridan County and Sheridan County Airport as developer and as anticipated by the community.

## I. DEFINITION OF TERMS

- A. *Accessory use*- a use that is clearly incidental and subordinate to a permitted use of a building or lot. Such accessory use(s) shall not exceed 25% of the gross floor area of any building.
- B. *AOA* - Airport Operations Areas
- C. *Applicant* – A Tenant or proposed Tenant who has entered into or may enter into a lease with Sheridan County for land owned by Sheridan County and who is requesting to construct or renovate a building or improvement on said property.
- D. *Cross access*- an easement which permits two or more adjoining properties the right to access certain described property leased by another, and prohibits one lease holder from denying access to another; most often applies to parking and drive areas, walkways, and open space.
- E. *FAA* – Federal Aviation Administration
- F. *Flex space*- a type of building, or space within a building, in which leasable space is flexible to meet the needs of the tenant, and is determined by moveable interior walls.
- G. *Gross floor area*- describes the total floor area of a building, including all space and common areas such as hallways, restrooms, lobbies, and foyers; for purposes of computing the FAR, the gross floor area shall only include those areas that are completely or partially at or above grade.
- H. *Improvements* - any and all buildings, structures, signage and appurtenances thereto, private utilities and connections, parking and loading areas, fencing, walls, landscaping of any kind, and terrain alterations to facilitate drainage or other site enhancements. This term shall include the remodeling, refurbishment, or reinstallation of improvements, but shall not include routine maintenance of said improvements.
- I. *Leasehold* – Any parcel of ground owned by Sheridan County and which is the subject of a lease or proposed lease from Sheridan County to a Tenant.
- J. *Premises* - the tract or tracts of land leased to the Tenant.
- K. *Tenant*- Any person(s), partnerships, businesses, corporations, or other entities that have entered into a lease or agreement with the County.
- L. *TSA* - Transportation Security Administration

## II. LEGAL DESCRIPTION OF THE AIRPORT BUSINESS PARK

These CC&Rs shall apply to the property located within the Airport Business Park Phase I and all future phases, according to the official record of survey. **Appendix B**

## III. ADMINISTRATION

Sheridan County Airport Manager or its designee shall administer these CC&Rs.

- A. **Review:** The Airport Manager in conjunction with the County Building Inspector shall review the Applicants or Tenants submittals and approve, disapprove or approve plans and specifications with conditions or modifications. This approval shall be advisory to the Board of County Commissioners of Sheridan County whose authority shall be final. All approvals from the Airport Manager shall be in writing.

**B. Restrictions on Construction Activity:** No activity (other than surveying) or structure or improvement shall be erected, constructed, placed, or altered (by addition or deletion) on any Leasehold until:

- (1) Plans and specifications, in such detail as the Airport Manager deems necessary, have been submitted and either approved by the Airport Manager or approved by the Sheridan County Board of County Commissioners.
- (2) Appropriate building permits and fees have been obtained and paid for in accordance with the most recently adopted building codes of Sheridan County;
- (3) The Applicant has provided the Airport Manager with an approved FAA Form 7460-1 and any other required FAA documents for the planned improvements; and
- (4) The Applicant has entered into or is diligently working on a Lease Agreement for the premises with the Airport Management.

**C. Submissions:** All Applicants, or Tenants seeking to construct, alter, or renovate buildings or improvements must submit the following information, at the applicant's expense to the Airport Management.

- (1) **Land Use Plan** – containing; proposed site location with total land area required; statement of intended use; statement of planned improvements; any other pertinent information as requested by the Airport Manager.
- (2) **Building Plan** – showing the type of building construction desired, type of building foundations proposed, type of exterior coverings facade and colors, roof materials etc., exterior building elevations, and floor plan including all dimensions. The building plan shall include an architectural streetscape view of all four sides of the building. Applicant shall provide upon request from the Airport Manager the manufacture's standard color chart for review and approval of the proposed exterior building trim and wall colors.
- (3) **Site Plan**- a graphic representation of the proposed development showing the boundary of the site, all building locations, landscaped areas, site access, parking, drive and loading areas. The site plan shall be drawn to an appropriate scale (1"=30', 1"= 40', etc.) and shall include the dimension of all lots, and include a complete land development summary which includes gross site area, floor area, landscape area, lot coverage by principal and accessory structures, and number of parking and loading areas proposed.
- (4) **Landscape Plan**- concept level landscape plan to include locations and general description (deciduous, conifer, shrub, ground cover, turf, etc.). Any special use areas such as common areas and snow storage should be shown. Names of planting materials, sizes, quantities and a planting and maintenance plans for all proposed plant materials should be provided.



- (5) **Grading and Drainage Plan**- conceptual plan showing existing and proposed contours with drainage depicted by flow arrows. Quantities and calculations are not needed at this stage of review but shall be submitted to the Airport Manager upon request.
- (6) **Utility Plan**- horizontal utility layout showing service lines and how they will be routed from mains. Any current or proposed easements should be shown on this plan.

*All submittals must bear the seal of a Professional Engineer or Architect, registered in the State of Wyoming.*

- D. Plan and Specifications Review Procedure:** Two complete sets of all proposed plans and specifications meeting the requirements set forth herein shall be required to be submitted to the Airport Manager. The Airport Manager in conjunction with the County Building Inspector shall review the proposed plans for approval, disapproval, or approval with conditions and/or modifications. The Airport Manager shall make its recommendation in writing and shall base its recommendation upon findings that:
- (1) The proposed plans comply with current Sheridan County Building regulations;
  - (2) The proposed plans have taken under consideration geo-tech investigations / recommendations for the proposed lease lots;
  - (3) The proposed plans comply with the Design Guides contained in these CC&Rs; and
  - (4) The proposed plans generally reflect the stated project objectives of the Airport Business Park.

The Airport Manager shall act on plans and specifications within 45 days of receipt, but may at its discretion postpone action on proposed plans for further study and/or additional information or analysis from the applicant. The Airport Manager shall then review recommendations with the Board of County Commissioners for final action. Once the Airport Manager has received and reviewed the Board of County Commissioners recommendations the Airport Manager shall notify the applicant within 5 days of those findings. The Airport Manager may withhold action on plans and specifications that are incomplete or inadequate as to content and/or presentation, and may at its discretion allow the applicant to revise or modify proposed plans prior to forwarding any recommendations to the Board of County Commissioners. **Appendix A – Flow Chart**

- E. Amendments to CC&Rs:** Only the Airport Manager may amend the CC&Rs. Any Lessee of the Airport Business Park that is subject to these CC&Rs may propose an amendment to these CC&Rs. Proposed amendments must be made in writing to the Airport Manager and may be accompanied by surveys, drawings, or other documentation to support the proposed amendment(s). The Airport Manager will review the proposed amendment(s) and shall make a decision based on the following criteria:

- (1) The proposed amendment(s) comply with the current Sheridan County Building regulations;

- (2) The proposed amendment(s) comply with the Design Guidelines contained in these CC&Rs; and
- (3) The proposed amendment(s) reflect and/or exceed the stated project objectives of the Airport Business Park.

No Amendments to the CC&Rs that revise allowed or permitted uses (or prohibit uses) shall be effective retroactively, nor in any way impact or restrict a Tenant's enjoyment or use of any Premises for a use that was allowed or permitted (or was not prohibited) at the time the Tenant took possession of the Premises. Amendments to these CC&R's shall be distributed to Leaseholders within 10 days of Amendment adoption.

#### IV. PERMITTED AND PROHIBITED LAND USES

**A. Principal Permitted Uses:** Permitted uses in the Airport Business Park include, but are not limited to the following: The following examples are intended to be illustrative only and are not intended to be all inclusive or restrictive.

- (1) Offices; including corporate offices, processing and claim centers customer service call centers, multi-tenant/executive suites, and governmental and non-governmental administrative centers. Professional and agency offices, such as medical, dental, attorneys, accountants, brokerage, real estate, and insurance are also permitted.
- (2) Research and development facilities; including product testing and development, medical research, legal/academic research, computer or telecommunications laboratories, and related uses.
- (3) Light manufacturing and component assembly (in the building manufacturing): including medical products, electronic components, product service centers, and related uses, light warehousing, limited outside (in the yard) fabrication/manufacturing, assembly as specified herein.
- (4) Corporate hangars/office complexes on the "airside" of the Airport Business Park - Phase I.
- (5) Retail and wholesales only as accessory uses to a principal permitted use specified herein.
- (6) Aircraft repair or service of any kind as related to any aircraft owned by the Tenant.

**B. Prohibited Uses:** There are many land uses that are permitted by the Sheridan County Zoning Ordinance which are neither consistent nor compatible with the desired character and quality of the Airport Business Park. The following uses are expressly prohibited but are not limited to the following:

- (1) Automobile dealerships, auto and truck sales lots, trailer, boat and RV sales, sale of mobile, manufactured, and modular homes, and related or similar uses.
- (2) Retail vehicle repair or service of any kind, including body and paint shops performance shops, gasoline/diesel service stations, auto parts, and related uses.
- (3) Heavy industry and manufacturing, including asphalt and concrete plants, smelting or refining, sawmill/kiln, lumber yards, power generation, or similar operations.

- (4) Trucking, moving and storage, and similar operations.
- (5) Retail or wholesale businesses except as allowed herein.
- (6) Residential use of any kind.
- (7) Schools, churches, nursing homes, convalescents, correctional institutions etc.
- (8) Commercial recreational arenas.
- (9) Clubs, lodges.
- (10) Construction yards or shops.
- (11) Eating establishments.
- (12) Junk yards or recycling centers.
- (13) Mini-warehouses.
- (14) Storage yards which are not secondary to a permitted use.

**C. Performance Standards:** All land uses permitted in the Airport Business Park shall meet the following standards:

- (1) No use of land or building shall present unreasonable hazards such that may cause explosion, vibration, radioactivity, ionization, nor shall any use emit noxious fumes, gases, chemicals, or compounds of any kind.
- (2) There shall be no objectionable emission of smoke or odors beyond immediate property boundaries.
- (3) No use shall cause or emit a continuous noise greater than 80 dbA at any property line.
- (4) No solid or liquid waste that does not meet federal, state or local requirements shall be discharged from any site.
- (5) No livestock or other animals shall be kept outside of a building or structure.
- (6) There shall be no unnecessary emissions of dust or other particulates from any site. Dust and siltation associated with construction shall be controlled to the extent required by local, state and federal requirements.
- (7) Outdoor storage of products, supplies, materials, or equipment associated with the business is permitted on a case by case basis, all outside storage shall be enclosed with privacy fencing or landscape screening approved by Airport Management.
- (8) Any manufacturing, fabrication, or assembly activities to be conducted outside of a building must be approved by Airport Management.
- (9) No bulk storage of fuels, hazardous materials, construction materials (except during actual construction on the same site), and heavy equipment is permitted.
- (10) Loading docks shall be limited to rear or side yards. The number of loading docks shall be limited to no more than two per structure.

## V. SITE DESIGN STANDARDS

**A. Minimum Lot Area:** For site development purposes, the minimum lot area in the Airport Business Park shall be 22,000 s.f.

**B. Setbacks:** The minimum front setback shall be 20 feet from the front property line to the foundation wall of the building. For corner lots, a 20-foot minimum setback shall be required from both street frontages. The minimum side setback shall be 15 feet and the minimum rear shall be 5 feet. On lots developed for Corporate Hangars, airside setbacks

shall be sufficient to accommodate an aircraft parking apron suitable for the proposed operation on the leased premises. These situations will be handled on a case by case basis that will be reviewed by Airport Management if necessary. Accessory structures, including trash and dumpster enclosures, that do not exceed 120 s.f. in area must be set back a minimum of 10 feet from side and rear lot lines, and are not permitted forward beyond or in front of the primary foundation wall of any building. Any accessory structures which exceed 120 s.f. must meet the same setbacks as primary structures. Utility boxes, vaults, pedestals, traffic control boxes, and similar appurtenances are not considered structures for setback purposes but must be located so as not to obstruct pedestrian or vehicular traffic. The location of such devices is generally a function of utility layout, but they should be kept out of boulevard landscaped areas and front setbacks if possible, and located to the sides and rear of structures wherever possible.

- C. Encroachments:** Covered entries, walkways, decks, balconies, and other building appurtenances that are intended to relate the building to the street are encouraged and are allowed to encroach into the front setback by up to 10 feet, and into a side setback up to 5 feet. Loading docks and appurtenances thereto are required to meet applicable setbacks.
- D. Structural Height:** No building shall exceed 40 feet in height unless approved by the Airport Management in writing.
- E. Drainage:** Tenant shall establish compatible drainage and grading relationships between buildings, parking areas, roadways, ramps, aprons, and adjacent properties that will provide positive drainage of storm water run-off to the existing storm water drainage system. Tenant shall be responsible for assuring that any proposed alteration of grading or drainage shall not result in damage to any other real or personal property adjacent to or in the vicinity of the Premises. All grading and drainage plans shall be approved by Airport Management.

## VI. DESIGN GUIDELINES

*Any structure or improvement existing prior to the inclusion of these CC&Rs to the Tenants Lease Agreement shall be exempt from these design guidelines. Existing structures or improvements shall be required to meet these guidelines upon renovation of at least 51% of any Leasehold, including any building, structure, or improvement on the Leasehold.*

*Leaseholds will be subject to compliance with the CC&Rs in place at the time of the initial construction or, if more than 51% of the total square footage improvements on the Leasehold are remodeled or renovated, such Leasehold shall thereafter be subject to compliance with the CC&Rs in place at the time of approval of said remodel or renovation.*

- A. Exterior Building Materials:** Primary exterior building materials used in the Airport Business Park shall include masonry (this includes natural stone such as field stone, brick, split-faced block, Dryvit, stucco, and exposed aggregate), steel siding, wood siding etc. Wood logs or beams are allowed as an accent. All facades that front a roadway must include at least two exterior building materials for accent. Large expanses of

homogeneous exterior walls must be avoided and in no case shall there be more than 50 lineal feet of exterior wall without use of design features described in this section. Architectural features such as columns, reveals, and offsets should be used, along with clusters of mature landscaping. Structural glass is an acceptable exterior material, provided it does not exceed 50% of the wall surface area of the building. Glass exteriors should be grounded to a substantial masonry element of the building.

- B. Exterior Colors:** The palette of primary earth tone colors will help establish a unifying theme in the Airport Business Park. These colors include, but may not be limited to terra cotta, mocha, tans, browns, and gray-browns. Very light colors such as yellow, white, off-white (including blond brick), and very dark finish colors such as black including black brick are not acceptable. Bright colored accents (excluding neon colors) and trim such as horizontal bands, window moldings, cornice caps, awnings, and downspouts are encouraged. Trim colors include reds, blues, greens (kelly, forest, and teal), and lavender/violets.
- C. Roof Lines and Materials:** Many different types of roof structures are permitted in the Airport Business Park. "Flat" roofs (which are actually slightly pitched to effect positive drainage) are allowed provided they are screened with parapets. Cornices and pitches in the parapet are encouraged where appropriate. Pitched roofs are also allowed and are encouraged for smaller structures of 5,000 s.f. or less, provided the minimum pitch is 3:12. Pitched roof materials may be architectural grade shingles, standing seam metal or wood shakes. Metal roofs may not be white, off-white, galvanized, or any similar light color that will reflect glare.
- D. Hangar Facilities:** All hangar facilities shall be constructed to the standards presently existing at Sheridan County Airport at the time of planned construction. A copy of these standards will be made available at the Office of the Sheridan County Airport Manager. Contained in these standards are minimum requirements for hangar, apron and ramp design.
- E. Fencing:**
- (1) **Airside Lots:** Tenants must install/maintain a chain link security fence along the airside perimeter of the leased premises meeting FAA and TSA guidelines or those established by the Airport Management.
  - (2) **Landside Lots:** Appropriate to the project as determined and approved by the Airport Management.
  - (3) **Gates:** All access gates to the AOA must be approved in writing by the Airport Management prior to installation.
- F. Landscaping:** Generally, landscaping in the Airport Business Park should reflect the natural terrain and native vegetation of the Sheridan Area. Landscaping should consist primarily of indigenous species and should be arranged in informal clusters. Straight rows of trees and shrubs are to be avoided. Landscape boulders, berming, and terracing are encouraged where appropriate. Landscaping should be used to address a number of specific design issues, including:

- (1) *Softening structural mass*- Expansive exterior building surfaces should be screened and visually softened with mature specimen trees and/or clusters of different types and heights of plant materials as specified in
- (2) *Focusing entry ways and walkways*- Landscaping should draw the eye to building entries and walkways leading to entries. Landscaping should never obscure building entries from driveway entrances or parking areas.
- (3) *Screening parking and loading areas*- Landscape areas should provide separation and visual car-height screening of parking areas. Loading and service areas should be heavily screened from view of adjacent properties, streets, and other public ways.
- (4) *Providing visual contrast to paved areas*- Landscaping strips or islands should be used to organize parking areas and to provide visual relief from vast expanses of paved area. Landscape strips or islands should be a minimum of nine feet in width.
- (5) *Providing visually pleasing streetscapes*- Boulevard areas and landscaped setbacks should combine to form high-quality streetscapes for motorists and pedestrians.
- (6) *Affording filtered views into and through developed sites*- Total screening from off-site is neither possible nor desirable. Motorists must be able to see into a site to make key decisions about where and when to enter. Filtered views, both of the site and from the site, allow broad vistas which enhance the value and enjoyment of the Airport Business Park property.

The Sheridan County Extension Office maintains a list of native and non-native specimen trees, ornamentals, shrubs, and ground cover that are well suited to the Sheridan area climate. The Sheridan County Extension Office also has standard planting and irrigation details that should provide a starting point for landscape drawings.

In order to control water use and reduce maintenance requirements, xeriscaping is encouraged. General Xeriscaping guidelines can be obtained from the Sheridan County Extension Office.

## VII. PROPERTY MAINTENANCE

**A. General Responsibility.** Maintenance of the leased premises is the responsibility of the lessee. All leased property in the Airport Business Park shall be maintained to a high standard of function and appearance. Exterior building finishes shall be kept clean. Masonry shall be maintained as close as possible to its original intended color and texture. Painted surfaces shall not be permitted to fade, crack, warp, or peel. All wood surfaces, including wood shake roofs, shall be maintained in a freshly finished appearance and shall not be allowed to deteriorate to a weathered appearance. Glass surfaces shall be cleaned regularly to avoid streaks, water spots, dirt, or debris.

**B. Emergency Equipment and Utility Access.** It is the responsibility of the lessee to maintain emergency equipment (fire extinguishers, smoke detectors, exit signs, lights,

automatic fire suppression systems; standpipes, etc.), emergency exits and egress, and fire lanes. Each structure shall be maintained in compliance with applicable local building, electrical, and fire codes and the Americans with Disabilities Act (ADA). Perpetual access to utility facilities (vaults, valves, manholes, etc.) on leased premises shall be provided for and maintained by the lessee.

**C. Parking and Loading Areas.** Parking, loading, and drive areas shall be paved and maintained free of potholes and excessive cracking and heaving. No dirt or debris shall be allowed to accumulate in these areas. All painted lines and directional signage shall be maintained so as to be visible and functional, especially markings for handicap parking and emergency vehicles.

**D. Landscaping.** All landscaping on leased premises shall be maintained in accordance to the Airport Business Park's standards. All dead or diseased plant material must be replaced as soon as practicable given the required planting season. Landscaped areas must be regularly mowed, trimmed, or pruned as appropriate, and no trash or debris shall be allowed to accumulate.

## VIII. SIGNAGE

Each leaseholder shall be allowed ample signage to identify the business or businesses thereon. Preference shall be given to the identifying themes, logos, colors, designs, and lettering styles of the owner or tenant, except that the background colors of white, yellow, pink and neon colors are not permitted.

**A. Freestanding Signs.** (*nonmovable, not affixed to a building*) All freestanding signs shall be of the monument or ground free-standing signs. No pole signs shall be permitted. Each property is allowed one monument sign, and no such sign shall exceed six (6) feet in height. The monument sign shall identify a building and/or the tenants of the building. Actual sign faces are limited to 30 s.f. per side for each of the monuments sign's two sides. The Airport Manager may allow no more than 48 s.f. of actual sign face to be distributed among three sides of an angled or triangular monument sign.

**B. Wall Signs.**

- (1) Multi-tenant buildings where each tenant has its own entry and visible building frontage (flex space), one wall sign per tenant not to exceed 20 s.f. shall be allowed. Signs should be placed on the building at uniform heights and shall be uniform (not necessarily identical) in design.
- (2) For single-tenant buildings, and for two-tenant buildings over 8,000 s.f. in gross floor area, the Airport Manager may allow wall signs consisting of metal or plastic letters mounted directly to the building. One sign of this type for each street frontage of the subject property may be allowed, and no such sign may exceed 40 s.f. in area.

**C. Prohibited Signs.** The following signs are prohibited in the Airport Business Park.

- (1) Billboards and off-premise advertising.
- (2) Window signs, except for modest hours of operation signs intended to be readable by pedestrians in the immediate vicinity of the building.
- (3) Roof signs.
- (4) Flashing, animated, moving and mechanical signs.
- (5) Light beams, projections, and holograms.
- (6) Pennants, banners, sandwich board signs, balloons, trailer mounted signs, or other temporary signs, except that one time "grand opening" banners may be displayed for no more than 14 consecutive days.
- (7) Exterior building perimeter and trim lighting, including neon.

**D. Kiosks and Directional Signs.** Individual businesses or tenants are authorized to erect directional signs on their leased premises such as "Entry", "Exit", and "One way" to help direct traffic to parking lots etc.

## **IX. PARKING AND LOADING**

**A. General.** Each lessee shall be required to provide adequate off-street parking to meet the needs of employees, tenants, customers, and visitors. In order to maximize flexibility in site development, enhance appearance and landscaped area, and control storm water runoff, excess parking is discouraged. Shared parking and common parking areas among two or more buildings is encouraged. All parking, drive, and loading areas must be properly maintained by the lease holder, snow storage areas are encouraged to be incorporated into landscaping and site design. No snow is allowed to be transferred from leasehold onto a public street. **NO ON STREET PARKING IS ALLOWED IN THE AIRPORT BUSINESS PARK.**

**B. Construction.** Parking drives, and loading areas shall be graded for positive drainage to avoid ponding. They shall be constructed with a minimum 3" bituminous hot mix over 8" crushed aggregate base course (grading W), or an equivalent concrete design. Except for construction and other temporary operations allowed by the Airport Manager, gravel parking and drive areas, regardless of how graded or compacted, and asphalt millings are not permitted as surface materials.

**C. Standards.** Regulations and standards for quantities and dimensions of off-street parking spaces and loading areas are set forth in Section 9 of the Sheridan County Zoning Ordinance. All off-street parking in the Airport Business Park shall meet these minimum requirements, but Airport Management holds the right to increase or decrease these requirements for purposes of safety and circulation.

**D. Setbacks.** Except for limited handicap parking, visitor parking, and drop-offs as allowed by the Airport Manager, no parking areas are permitted within 20 feet of the front property line. Parking areas must be set back a minimum of 8 feet from a side lot line except where parking is shared between adjacent properties through an easement or written agreement between Sheridan County Airport and the affected lease holders.



Parking areas fronting the street side of a side lot line shall be set back a minimum of 10 feet.

**E. Landscaping.** All parking area setbacks shall be landscaped. Intermittent clusters of car-height plant materials should be included for screening, along with a mix of specimen trees and ornamentals. Landscape boulders and berming are encouraged where appropriate.

**F. Trash facilities.** Trash facilities shall be enclosed within buildings when and where possible. Outdoor dumpsters shall be restricted to side and rear yards or to the rear of parking and service areas. Under no circumstances will dumpsters be allowed between structures or parking areas and/or the street. Outdoor dumpsters shall be screened by enclosures and/or landscaping (masonry or wood enclosures acceptable).

## **X. LIGHTING**

**A. Street Lighting.** Sheridan County Airport will provide street lighting on all public streets in the Airport Business Park.

**B. Parking and Security Lighting.** Lighting in parking and loading areas and security lighting for buildings and grounds shall be the responsibility of the lessee. Lighting levels shall be kept to a minimum to accomplish the intended purpose. Security lighting may be mounted directly onto buildings and shall be directed downward. All lighting shall be shielded to prevent glare impacts on airport operations and other leased properties. Lighting is encouraged to highlight buildings and to illuminate walkways, driveways, building entries, etc.

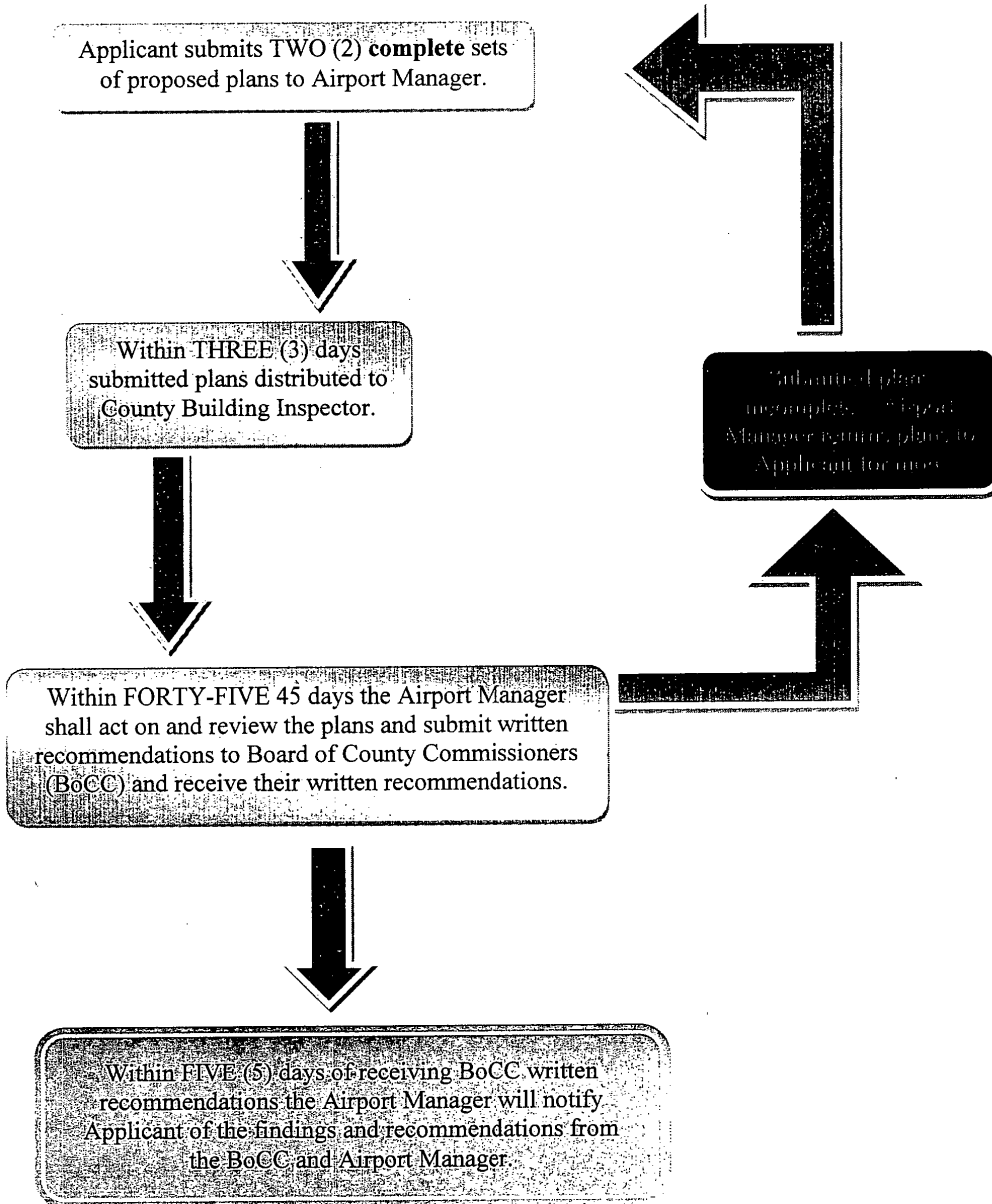
## **XI. LEGALITIES:**

If any provision of these CC&Rs shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent.

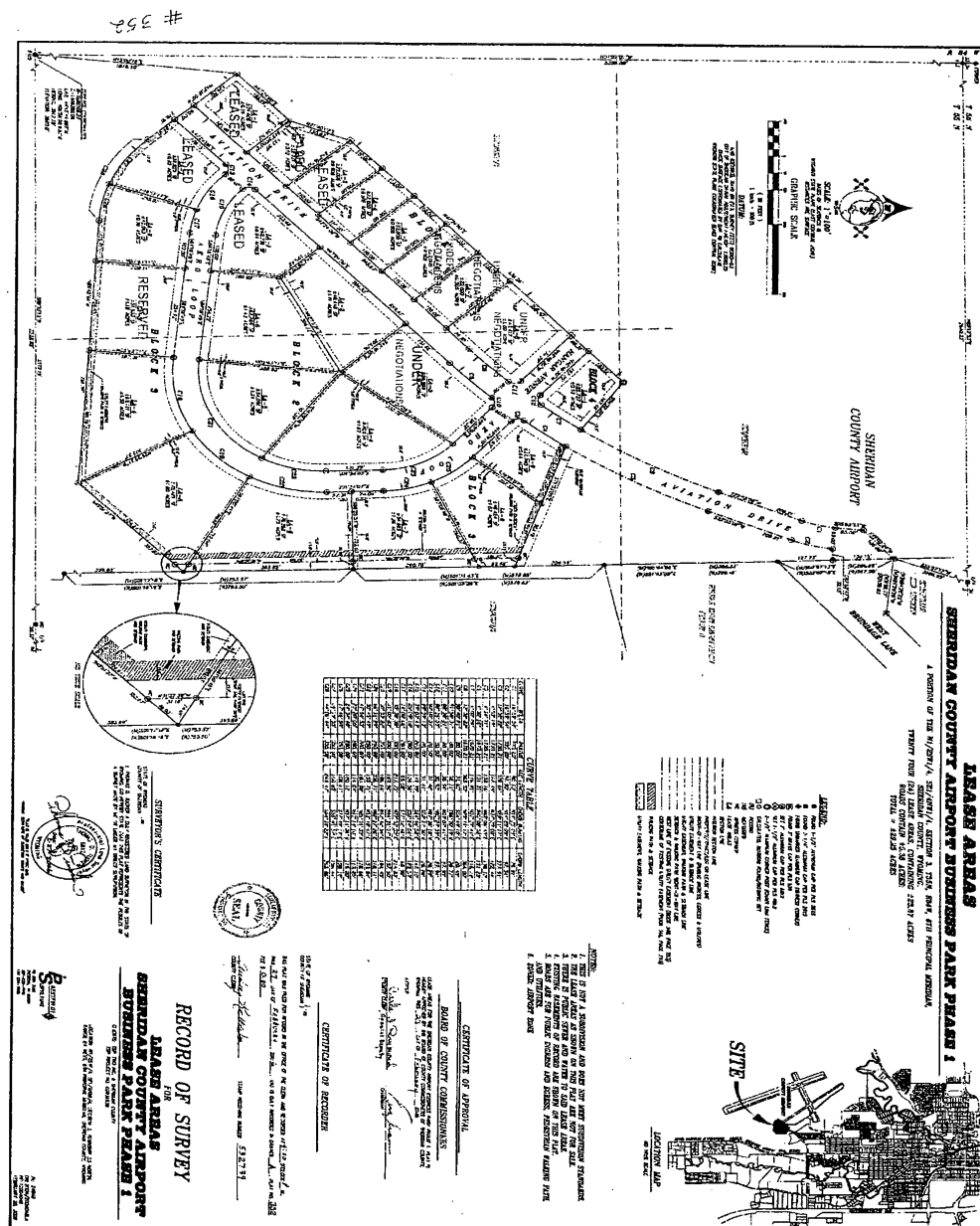
If any legal action is instituted to enforce any of the provisions of these CC&Rs each party shall be responsible for their own attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

## **XII. VARIANCES:**

The Airport Manager may, at its sole discretion, approve variances to any or all portion(s) of these CC&Rs. Any such variances shall be in writing, be specifically designated as a variance, and shall not be unreasonably withheld, delayed, or conditioned.

**APPENDIX A: Flow Chart of Design Review Process**

## APPENDIX B: Record of Survey



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