

2021-768539 4/26/2021 4:17 PM PAGE: 1 OF 12 FEES: \$0.00 PK LEASE AGREEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

SHERIDAN COUNTY AIRPORT AIRPORT BUSINESS PARK LEASE AGREEMENT

The County of Sheridan, State of Wyoming ("County"), and Flying Hammer Holdings, LLC, a Wyoming limited liability company("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 <u>A</u> Plat No. <u>352</u>, attached hereto (the "Premises"), together with the right of ingress and egress.

A tract 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:

Lot LA-4, Block 3; containing ± 1.52 acres of land, more or less; and A tract of land being a portion of Lot LA-5, Block 3; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 3 (Monumented with a 31/4" Aluminum Cap per PLS 6812); thence N26°22'28"W, 1748.25 feet to the **POINT OF BEGINNING** of said tract, said point lying on the southerly line of said Lease Area LA-5; thence S45°51'27"W, 192.91 feet along the southerly line of said LA-5 to a point, said point being the southeast corner of said LA-4; thence N29°55'21"W, 303.57 feet along the east line of said LA-4 to a point, said point lying on the southeasterly right-of-way line of Aero Loop; thence, along said southeasterly right-of-way line of Aero Loop through a non-tangent curve to the left, having a central angle of 17°08'39", a radius of 350.00 feet, an arc length of 104.73 feet, a chord bearing of N51°30'19"E, and a chord length of 104.34 feet to a point; thence S47°04'00"E, 284.37 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 42,781 square feet or 0.98 acres of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

TOTAL LEASED PREMISES: 108,902 square feet or 2.50 acres of land, more or less.

II. USE OF PREMISES.

Premises shall be used for the purpose of constructing and maintaining an Office, Shop and Storage yard for Flying Hammer Holdings, LLC.

A. <u>LESSEE'S RIGHTS AND OBLIGATIONS.</u>

- Lessee shall, at its sole expense, maintain and repair <u>any improvements existing</u>, <u>installed, altered, or constructed</u> in a reasonable appearance and state of repair with normal wear and tear excepted.
- 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.
- Lessee shall maintain all landscaped areas and keep parking lots and access roads on the Premises reasonably clear of snow.

B. <u>COUNTY'S RIGHTS AND OBLIGATIONS.</u>

- County shall indicate to Lessee in writing its approval of any proposed leasehold improvements based on submitted plans and specifications.
- County, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises with twenty-four (24) hours written notification. This Agreement does not authorize County to inspect confidential records, files, or documents.

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

III. LEASEHOLD IMPROVEMENTS.

A. GENERAL CONDITIONS.

- Lessee shall, at its sole expense, pay all costs and expenses associated with the construction of all building(s) and improvements on the Premises.
- 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.
- 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 within one (1) year from the date of this Agreement unless Lessee has requested and received written authorization from County to deviate from the one (1) year time frame. 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.
- 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.
- Lessee shall within forty-five (45) days after full development of any building or improvement, provide the Airport Management with a complete set of <u>as-built</u> drawings for the improvements that include at a minimum the plans required in III.A.2 of this Agreement.
- Lessee shall on the "termination date" in IV. <u>TERM.</u>, convey good and merchantable title to all building(s), fixtures, and leasehold improvements in favor of County.
- 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.
- 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 financer.

IV. TERM.

A. This Agreement is for a term of thirty (30) years, commencing May 1, 2021 and ending April 30, 2051 (the "termination date"), inclusive, unless sooner terminated in accordance with the provisions herein.

В. On the termination date, Lessee shall have the first right of refusal to lease the Premises under new terms and conditions. Lessee shall request a copy of the proposed new terms within six (6) months of the termination date and County shall within six (6) 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 (6) months if such terms are rejected by Lessee.

V. RENTAL FEE.

- Α. Lessee shall pay to County \$10,890.00 per year for the above referenced Premises. Lessee agrees to pay the rental fee to County in monthly installments of \$907.50 per month, in advance on or before the tenth (10th) of each month during the term of this Agreement.
- B. The rental fee shall be increased by the amount of increase in the Wyoming Comparative Cost of Living Index (WCLI) Northeast All Items, for the immediately preceding twoyear period. The increase will become effective on May 1 of each two-year period during this Agreement. No increase shall exceed 15% of the rental fee last paid by Lessee.
- C. A delinquency charge of one and one-half percent (1.5%) per month shall be added to any rental fee that is more than thirty days delinquent.
- D. 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 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.**

- AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the Α. parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- AMENDMENTS/MODIFICATION, B. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- AMERICANS WITH DISABILITIES ACT (ADA). The parties shall not discriminate C. against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this D.



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Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

- E. <u>ASSIGNMENT/SUBLEASE</u>. Lessee may not transfer, assign or otherwise alienate its interest in the Premises or sublet any part of the Premises without first obtaining County's written consent. County shall not unreasonably withhold, delay, or condition consent to any such assignment or subletting 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.
- F. <u>BEYOND TERM.</u> This Agreement provides a definable benefit to Sheridan County and its citizens and the County 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.
- G. <u>BUILDING CODES</u>. Lessee shall comply with all requirements of local, state or federal laws and building codes.
- H. <u>BUILDING PERMITS.</u> 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.
- I. <u>COMPLIANCE WITH LAWS.</u> Lessee shall comply with all requirements of local, state or federal building codes and with all applicable municipal, state and federal ordinances, laws, rules, and regulations that are applicable to its use of the Premises during the Term as they are now or as they are enacted insofar as they relate to (i) any improvements or alterations that Lessee constructs within the Premises or that Landlord constructs after the Commencement Date at Lessee's request or (ii) any change occurring during the term of this Agreement in the business operations that Lessee conducts on the Premises.
- J. <u>CONDITION OF PREMISES</u>. Lessee acknowledges that it has physically examined the Premises prior to execution of this Agreement and acknowledges that at the time of the execution of the Agreement 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.

K. <u>DEFAULT AND TERMINATION</u>.

- 1. If Lessee defaults in performance of any term of this Agreement and that default remains for a period of thirty (30) 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, with 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 (30) days after written notice of default, Lessee may terminate this Agreement.
- Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within thirty (30) days remove all personal property from the Premises. Any remaining property is deemed abandoned by Lessee and belongs to County.
- 3. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- 4. Lessee agrees that at the expiration or termination of the Agreement, it will cease to utilize the Premises for the purpose herein stated. Should Lessee hold over the use after thirty (30) days after the expiration of the Agreement, such holding over will be as a user at sufferance for which use it shall pay rental fees at double the amount herein provided and in addition be liable for any and all damages, costs and expenses resulting from such use including all costs of collection and reasonable attorney fees.

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- L. <u>ENTIRE AGREEMENT</u>. This eight-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.
- M. 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, floods, 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. However, this shall not apply to failure by Lessee to pay rental fees or other charges due pursuant to this Agreement.
- N. 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.
- O. <u>HEADINGS</u>. 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.
- P. <u>HIPPA.</u> If under the Health Insurance Portability and Accountability Act, LESSEE / CONTRACTOR is a "business associate", LESSEE / CONTRACTOR shall appropriately safeguard any protected health information.

Q. INDEMNIFICATION.

- 1. Lessee shall indemnify, defend, and save County, its agents, officers, representatives and employees, harmless from and against 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 due to the negligence or willful misconduct by County, its agents, officers, representatives or employees was the proximate cause.
- 2. County shall indemnify, defend, and save Lessee, its agents, officers, representatives, employees and guests, harmless from and against 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 County or its agents or employees or through any injury or casualty occurring on the Premises as a result thereof unless due to the negligence or willful misconduct by Lessee, its agents, officers, representatives or employees was the proximate cause.
- R. <u>INDEPENDENT CONTRACTOR.</u> 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.

S. <u>NON-DISCRIMINATION.</u>

- 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.
- 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.

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- 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.
- T. <u>NO THIRD PARTY BENEFICIARY INTENDED.</u> This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- U. <u>NOTICE.</u> 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 or by FedEx Express overnight:

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:

Flying Hammer Holdings, LLC

772 Airfield Lane Sheridan, WY 82801

V. <u>NONWAIVER</u>. 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.

W. 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.
- 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.
- 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 observe faithfully all rules and regulations affecting use of the Airport, whether established by the Airport Manager, by Sheridan County, by the State of Wyoming or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to, and from the Airport, provided that such rules shall apply to all users of the Airport and shall not be made specific to Lessee alone.
- X. <u>SEVERABILITY</u>. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining

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provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

- Y. <u>TAXES.</u> Lessee shall pay such *ad valorem* 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.
- Z. <u>UTILITIES</u>. 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, fiber optics and telephone.

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 Airport Manager	BOARD OF COUNTY COMMISSIONERS Sheridan County, Wyoming BY: Audi 4/20/21 Nick Siddle, Chairman Date
ATTEST: Ecca Schunk Thompson Eda Schunk Thompson 4/20/2021 Eda Shunk Thompson Date County Clerk &	Approved as to Form: Line December 4/20/2 Clinton D. Beaver Date Deputy County Attorney
STATE OF WYOMING) ss. COUNTY OF SHERIDAN On this 2010 day of 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.	
	Notary Public
My Commission Expires 11-28-202	ELLEEN M. EVERS - NOTARY PUBLIC COUNTY OF STATE OF WYOMING

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FLYING HAMMER HOLDINGS, LLC

STATE OF WYOMING

COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me by _ on April 26, 2021.

J. Journisano

WITNESS my hand and official seal.

My Commission Expires:

BONNIE J. FORMISANO - NOTARY PUBLIC COUNTY OF My Commission E



LEGAL DESCRIPTION EXHIBIT "A"

Record Owner: Board of County Commissioners

March 10, 2021

Re: LEASE AREA: Sheridan County Airport Business Park Phase 1

Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming

LA-4, Block 3, Sheridan County Airport Business Park Phase 1 as shown on Record of Survey recorded in Drawer "A", Plat Number "352" (containing 66,121 square feet or 1.52 acres of land, more or less)

INCLUDING: A tract of land being a portion of LA-5, Block 3, Sheridan County Airport Business Park Phase 1 situated in the NE¼SW¼ of Section 3, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 3 (Monumented with a 3½" Aluminum Cap per PLS 6812); thence N26°22'28"W, 1748.25 feet to the **POINT OF BEGINNING** of said tract, said point lying on the southerly line of said Lease Area LA-5; thence S45°51'27"W, 192.91 feet along the southerly line of said LA-5 to a point, said point being the southeast corner of said LA-4; thence N29°55'21"W, 303.57 feet along the east line of said LA-4 to a point, said point lying on the southeasterly right-of-way line of Aero Loop; thence, along said southeasterly right-of-way line of Aero Loop through a non-tangent curve to the left, having a central angle of 17°08'39", a radius of 350.00 feet, an arc length of 104.73 feet, a chord bearing of N51°30'19"E, and a chord length of 104.34 feet to a point; thence S47°04'00"E, 284.37 feet to the **POINT OF BEGINNING** of said tract.

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TOTAL LEASED AREA: 108,902 square feet or 2.50 acres of land, more or less.

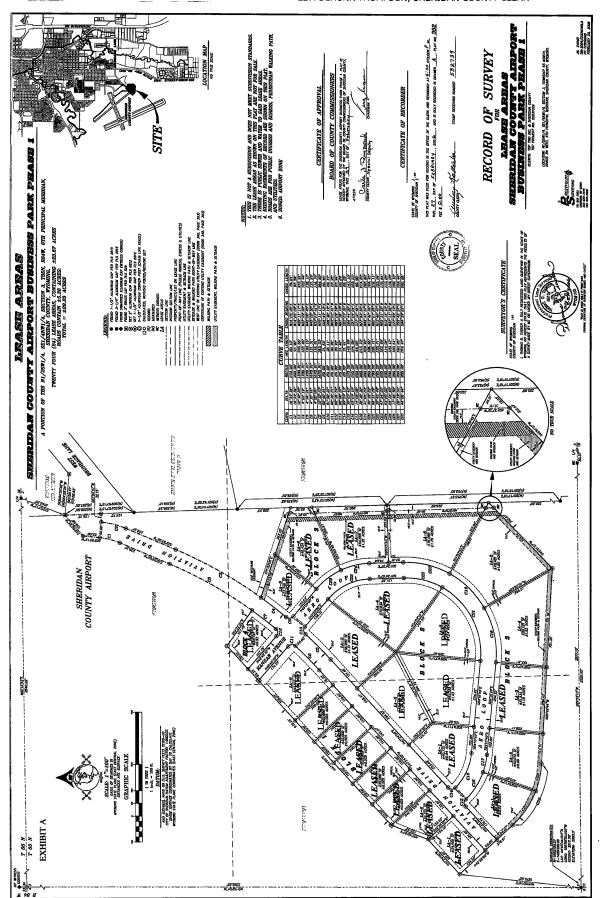
SURVEYOR'S STATEMENT

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



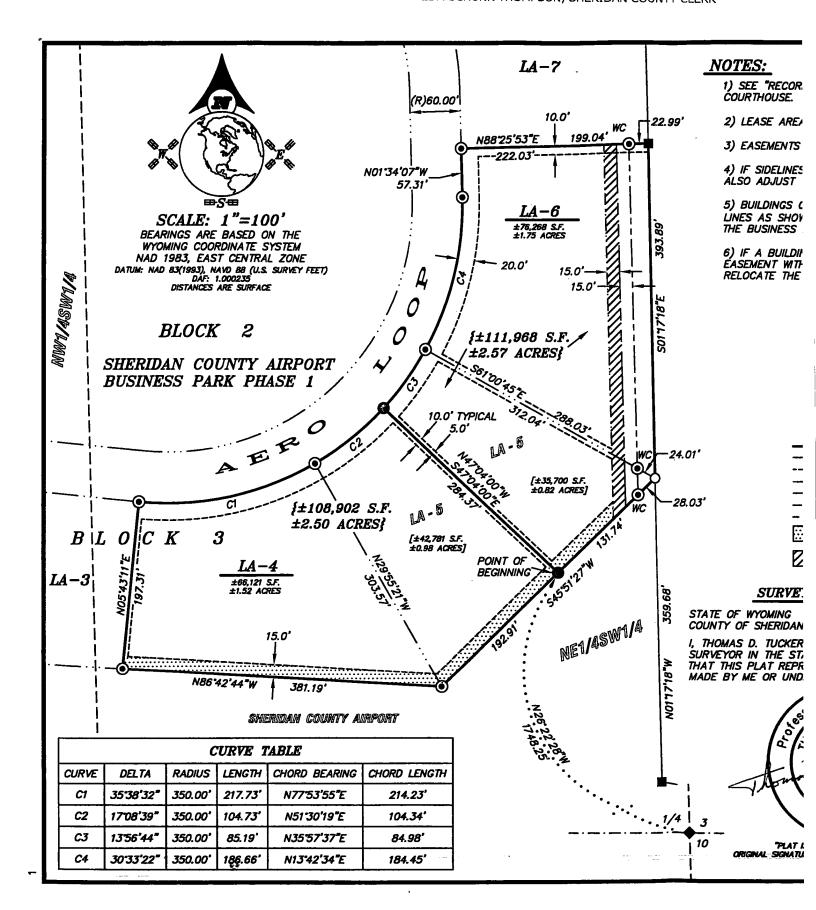
Modification in any way of the above or foregoing legal description terminates liability of surveyor.

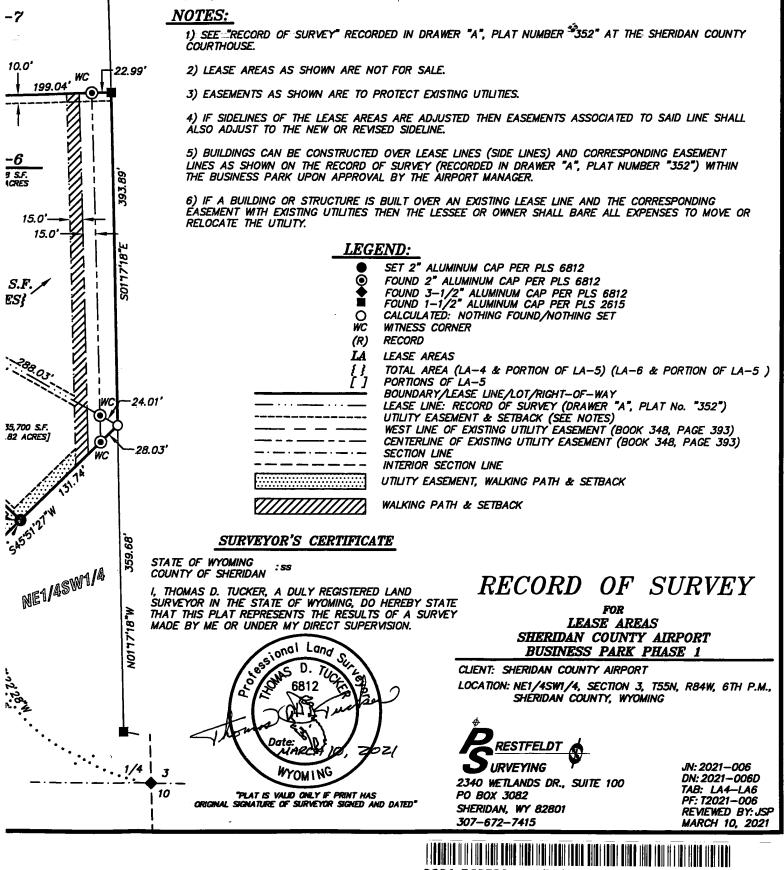
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