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Leann H. Kilts, WEBER COUNTY RECORDER  
07-Oct-22 12:28 PM FEE \$40.00 DEP TH  
REC FOR: LINCOLN TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

**ASSIGNMENT OF HANGAR LEASE AGREEMENT**

**AND**

**SALE AND TRANSFER OF IMPROVEMENTS**

037219

THIS ASSIGNMENT OF PRIVATE HANGAR LEASE AGREEMENT AND SALE AND TRANSFER OF IMPROVEMENTS (“Assignment Agreement”), effective upon the execution of all parties and approval by Ogden City (“August 18, 2022”), is entered into by and between CJA Lindquist, Inc., (“Assignor”), a tenant of the Ogden Airport and West End Hangar, LLC, a Utah limited liability company (“Assignee”), a prospective tenant of the Ogden Airport.

**RECITALS**

Whereas, Assignor is an airport tenant at the Ogden Airport pursuant that certain Hangar S-397 Hangar Ground Lease Agreement Ogden Hinckley, Airport Lessor: Ogden City Corporation, Lessee: CJA Lindquist, Inc. (“Lease Agreement”), attached as Exhibit A, with an effective date of January 17, 2008, and termination date of December 31, 2023. The Lease Agreement is incorporated into this Assignment Agreement by reference.

Whereas, Assignor desires assign all of its rights, title and interest in the Lease Agreement to Assignee; and,

Whereas, Assignee desires to assume the obligations of Assignor pursuant to the Lease Agreement; and,

Whereas, Assignor desires to sell and transfer, and Assignee desires to purchase, Assignor’s hangar and associated fixtures upon the leased premises; and,

Whereas, Assignee had made application to the City, and submitted all necessary documents and information to qualify as an airport tenant capable of receiving assignment of Assignor’s Lease Agreement.

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, and for other good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease Agreement including any and all prepaids and other rights or entitlements of Assignor under the Lease Agreement, subject to all of the terms, covenants, conditions and provisions of the Lease Agreement.

2. Assumption. From and after the date of approval of the Assignment Agreement by the City, Assignee hereby assumes, covenants, and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same.
  
3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:
  - (a) the Lease is in full force and effect, unmodified except as provided in this Agreement;
  
  - (b) Assignor's interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;
  
  - (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein;
  
  - (d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.
  
4. Bill of Sale: Assignor does hereby sell, assign, and transfer to Assignee all of its hangar and fixtures ("Property") upon the leased premises, as follows: Hangar S397, six thousand, eighty (6,080) square feet of improved land.

Assignee has had an opportunity to inspect the Property and purchases the Property on an "As-Is" basis. Assignor hereby warrants and represents that it is the owner of the Property and has authority to transfer the same to Assignee, subject to the limitations of the Lease Agreement.

5. Consideration. In consideration of assignment of the Lease Agreement and transfer of Property, Assignee has paid to Assignor, the total amount of \$455,000.00, the receipt and sufficiency of which is hereby acknowledged.
  
6. No Renewal; Waiver and Release. Assignor and Assignee agree that the Construction Lease Date (as defined by Ogden City Code, Section 8-1-1) for the leased premises occurred on or before January 1, 1998. Assignor and Assignee acknowledge and agree that pursuant to Ogden City Code, Section 8-3-3.C.1.b, a lease agreement may not be renewed as a ground lease beyond forty (40) years from the Construction Lease Date. The Assignor and Assignee waive and release any right to renew the Lease Agreement as a ground lease beyond forty (40) years from the Construction Lease Date, and acknowledge that the City's approval of this Assignment Agreement is given in consideration of this waiver and release.

7. City Approval is Condition Precedent. Assignor and Assignee hereby agree that this Assignment Agreement shall be of no force or effect unless and until City accepts Assignee as a qualified tenant and approves this Assignment Agreement by executing the Approval Of Assignment Of Lease Agreement set forth below. If for any reason, the City fails or declines to approve this Assignment Agreement within 30 days of the of the execution of this Assignment Agreement by both Assignor and Assignee, this Assignment Agreement shall be null and void, and Assignor shall return all consideration paid to Assignee within 10 days thereafter.
8. Third Party Beneficiary. The parties acknowledge that Ogden City is a third-party beneficiary of this Assignment Agreement, and may enforce the same against both parties, and is entitled to reasonable attorney fees and costs associated with any enforcement thereof. Assignee agrees to be contractually responsible to the City for all Assignor's duties and obligations as set forth in the Lease Agreement.
9. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the Effective Date and Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the Effective Date.
10. Expenses. The parties hereto will bear their separate expenses in connection with this Agreement and its performance.
11. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Utah in connection with any disputes arising out of this Agreement.
13. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
14. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

15. Notices. Any notice, demand, written consent, or other communication required to be in writing under the Lease Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

**TO: CITY**  
**Airport Manager**  
**3909 Airport Rd.**  
**Ogden, Utah 84405**

**TO: ASSIGNOR**  
**CJA LINDQUIST INC**  
**3434 WASHINGTON BLVD.**  
**OGDEN UT 84401**  
**801-479-5054**  
**JohnE@lindquistmortuary.com**

**TO: ASSIGNEE**  
**WEST END HANGAR, LLC**  
**Attn: Colin Wright and Tony Hill**  
**1222 WEST LEGACY CROSSING BLVD., SUITE 6**  
**CENTERVILLE UT 84014**  
**801-721-9079**  
**colin@cw.land and tony@cw.land**

**With a required, simultaneous copy to:**

**Ogden City Attorney**  
**2549 Washington Blvd., Suite 840**  
**Ogden, UT 84401**

Either City, Assignee or Assignor may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 15 and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

16. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement.

17. Binding Obligation. Assignor and Assignee warrant and represent that they have the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

ASSIGNEE:

CJA Lindquist Inc.

West End Hangar, LLC

John E Lindquist

John E Lindquist (Sep 26, 2022 13:53 MDT)

By: John E. Lindquist

Colin Wright

Colin Wright (Sep 27, 2022 08:45 MDT)

By: Colin Wright

John E Lindquist

Its: President

Colin Wright

Its: Manager

**APPROVAL OF ASSIGNMENT OF LEASE AGREEMENT**

Ogden City has received application for tenancy by the Assignee, who has provided all documentation and information to qualify as an airport tenant. Having fully reviewed Assignee's application, and finding that Assignee qualifies as an airport tenant, Ogden City hereby approves the assignment of the Lease Agreement to Assignee by means of the attached Assignment Agreement, as evidenced by the execution of the Airport Manager below:

CITY:

OGDEN CITY CORPORATION

Bryant Garrett

Bryant Garrett (Oct 3, 2022 07:51 MDT)

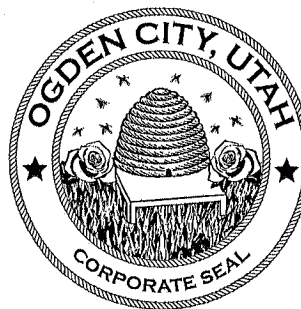
Airport Manager

Attest:

Lee Ann Peterson

Ogden City Recorder

Oct 3, 2022



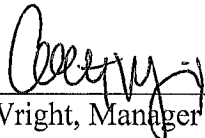
Approved as to form:

Gary R. Williams

Ogden City Attorney

Assignee:

West End Hangar, LLC

  
\_\_\_\_\_  
Colin Wright, Manager

**Acknowledgment**

STATE OF UTAH )

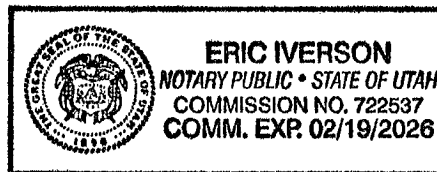
)ss.

COUNTY OF WEBER )

On the 6 day of **October, 2022**, personally appeared before me **Colin Wright**, who being by me duly sworn did say that he is the **Manager** of **West End Hangar, LLC** and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Colin Wright acknowledged to me that said corporation executed the same.

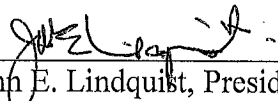
  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 2-19-26



Assignor:

C.J.A. Lindquist, Inc.

  
\_\_\_\_\_  
John E. Lindquist, President

**Acknowledgment**

STATE OF UTAH )

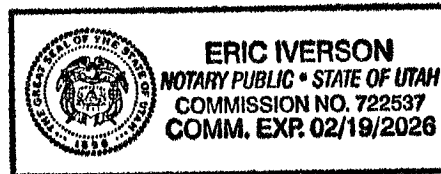
)ss.

COUNTY OF WEBER )

On the 6 day of **October, 2022**, personally appeared before me **John E. Lindquist**, who being by me duly sworn did say that he is the **President** of **C.J.A. Lindquist, Inc.** and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said John E. Lindquist acknowledged to me that said corporation executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 2-19-26



HANGAR S-397

HANGAR GROUND LEASE AGREEMENT

OGDEN HINCKLEY AIRPORT

LESSOR: OGDEN CITY CORPORATION

LESSEE: CJA Lindquist, Inc

DATE: January 17, 2008

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HANGAR GROUND LEASE AGREEMENT

LEASE AGREEMENT effective January 17, 2008, between OGDEN CITY, a municipal corporation of the State of Utah, herein called Lessor, CJA Lindquist, Inc, of Ogden Utah, herein called Lessee.

RECITALS

A. Lessor owns and operates at the OGDEN-HINCKLEY AIRPORT located in Weber County, State of Utah, herein called Airport.

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of erecting and/or maintaining an existing aircraft hangar owned by Lessee for the storage of aircraft.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PREMISES. Lessor hereby leases to Lessee the Parcel of land only which is known as Hangar S-397 at the Ogden Hinckley Airport, Weber County Utah more fully described on Exhibit "A" attached and made part hereof.

II. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on January 17, 2008 and end on December 31, 2023 at 5:00 PM.

III. FIRST RIGHT OF REFUSAL TO RENEW LEASE. Lessee shall have the first right of refusal to renew this lease agreement on the condition that Lessee is not in default hereunder at the time of such renewal and provided the renewal term does not exceed five (5) years. To renew this Lease, Lessee shall provide a minimum of thirty (30) days written notice to Lessor prior to the expiration of the initial lease term stating Lessee's intent to renew this lease.

The terms and conditions contained herein shall govern any renewal of this lease unless otherwise agreed between the parties hereto.

IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the right to remove any improvements erected by Lessee on the premises during the lease term or any renewal. Lessee, upon removal of any improvements shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall be deemed abandoned and owned by Lessor without any claim or right whatsoever in Lessee.

V. RENTALS, FEES AND CHARGES. Subject to re-negotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the City for the use of the premises, facilities, rights, services and privileges granted herein, the following rental, payable to Ogden City Corporation.

A. Rental for the above-described parcel shall be at the current rate of nineteen and two tenths cents (\$0.192) per square foot of improved land and ten and one tenths cents (\$0.101) per square foot of unimproved land.

Parcel	Area	Rate
A. (x)	<u>6080</u> sq. feet	Improved Land
C. (x)	<u>      </u> sq. feet	Unimproved Land

B. Rent shall commence on January 17, 2008. In the event the Lease term commences on some date other than January 1, the first years annual rent will be pro-

rated to reflect the actual first year occupancy period of this agreement. The rental amount pro-rated is \$1,167.36.

C. The rent of the above described land for 2008 and each following year of the agreement shall be \$ 1,167.36 , as adjusted by the Consumer Price Index (CPI)and is due and payable to Ogden City Corporation, in advance, on the first day of each calendar year of the Agreement.

D. Rents provided for herein are subject to change as provided in Ogden City Ordinances, Title 8, which is hereby incorporated herein by reference.

E. All payments due Lessor under this lease, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee of one (1%) percent per month or \$5.00, whichever is greater.

F. All payments due Lessor under this lease shall be delivered to the Director of Management Services, Ogden City Corporation, 2549 Washington Blvd., 7th Floor, Ogden, Utah 84401 or as otherwise directed in writing by Lessor.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

- A. Repair and Maintenance of aircraft.
- B. Storage of aircraft and aviation related equipment.
- C. Non-Aviation storage as an incidental use on the condition the space is principally used for aviation purposes.

Lessee acknowledges that the premises may not be used for Residential purposes as prohibited by City Zoning Ordinance and Federal Aviation Administration Regulations and may not

be used for commercial purposes or as a fixed-base operator without Lessee meeting, complying with and obtaining approval for the minimum standards as may exist at that time for such operation. In the event these minimum standards are met, Lessee would need to negotiate a new lease allowing the expanded use of the premises. Further, Lessee agrees to maintain the storage in this area in neat condition.

VII. CONSTRUCTION OF NEW HANGERS AND IMPROVEMENTS.

Lessee will make improvements on the premises as a hangar facility or facilities of approximately \_\_\_\_\_ square feet.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee agrees to notify the airport manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and the person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises.

B. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease.

C. Lessee agrees to maintain the demised premises in a reasonably neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the Lessor's Airport Manager, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor's Airport Manager shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice

has been sent the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessors costs incurred thereby and reimburse Lessor therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises including annual fire inspections. Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in C above.

E. Lessee agrees at its own expense to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform the necessary mowing and snow removal on the premises during the appropriate periods of the year. The Airport will assist in snow removal when capability and priority permit.

F. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the City's consent thereto as to size, construction, location and general appearance.

G. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport pursuant to this Lease.

H. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or

material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

I. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

J. Lessee agrees to cause to be removed from the premises at its own expense all waste, garbage and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the city constituting the Airport.

K. The Lessee shall provide the City with a copy of the bond to protect mechanics and materialmen as required by 14-1-5 of the Utah Code, as amended, during the course of construction of any improvements on the leased land.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be

instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the demised premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

X. TITLE 8, OGDEN CITY ORDINANCES. Lessee hereby acknowledges the applicability of Title 8, Ogden City Ordinances to this Lease Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said ordinance applies to persons such as Lessee herein, to comply with such ordinance as now in effect or as it may be amended during the term of this Lease or any renewal. **Specifically, the terms and conditions of Title 8-3-3 (A through G) Leases and Agreements as currently existing or as may be amended are incorporated herein by reference and made part hereof as though written herein.**

XI. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in the minimum amount of \$ None or such other minimum amount as may be required by Ogden City pursuant to reasonable exercise of its municipal powers.



The above insurance policy or policies shall contain an endorsement which provides that the Lessee is named insured as it pertains to said leasehold. Lessee shall provide Lessor with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverage's which affect the leasehold premises required under this Lease shall require each insurer to notify the Lessor by registered or certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the Lessor. In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

XII PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

XIII ASSIGNMENT. Lessee shall not assign this Lease, or sublease any part of the premises without prior written approval of the Lessor which approval shall not be unreasonably withheld. Lessor hereby agrees that this Lease may be assigned as security for any loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

XIV RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes without prior notice. The airport manager or his designated representative shall exercise this right.

XV RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public terminal building and appurtenances, provided that such rules and regulations shall not be

inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

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

B. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the Civil Aeronautics Act.

XVII LESSOR'S RIGHT OF CANCELLATION. In addition to all other

remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other

remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent and complete abandonment of the airport as an aviation facility.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a

breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

D. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition

in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT.

In the event either the Lessor or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV AFFIRMATIVE ACTION. The Lessee assures that it will undertake and comply with the program as required by 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, to insure that no person shall on the grounds of race, creed, color, national origin, sex or other prescribed ground, be excluded from participation in any employment activities covered in said Title 49. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Lessee assures that it will require assurances from their sub-organizations to provide assurance to the Lessor that they similarly will undertake and comply with the Title 49 programs and laws.

XXV UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction hereover.

XXVI NONDISCRIMINATION In the operations to be conducted pursuant to the provisions of this Lease and otherwise in the use of the airport, the Lessee will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by Title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. Lessee shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price for each item, article, unit or service; provided that the Lessee may be allowed to make reasonable and non-discriminating discounts, rebates or other similar type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore, or

at the election of the Lessor or the United States, either or both said governments shall have the right to judicially enforce said provisions.

XXVII LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

XXVIII WAR OR NATIONAL EMERGENCY. This Lease and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Lease thereby made inconsistent shall be suspended.

XXIX DEVELOPMENT OF AIRPORT. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

XXX AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the Lessor's Ogden-Hinckley Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers and patrons shall have the right to use all public waiting rooms and public lavatories provided such use shall be in common with others



and may be suspended during any period when maintenance, repairs or improvements are being made thereto.

XXXI BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXXII TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXXIII MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXIV AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXV SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXVI NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States code.

XXXVII WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXVIII NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the Lessor and the Lessee shall be addressed as follows:

TO: LESSOR  
Airport Manager  
3909 Airport Rd.  
Ogden, Utah 84405

TO: LESSEE  
CJA Lindquist, Inc  
3434 Washington Blvd.  
Ogden, Utah 84401

XXXIX HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXX TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

OGDEN CITY, a Municipal Corporation

**LESSEE:**

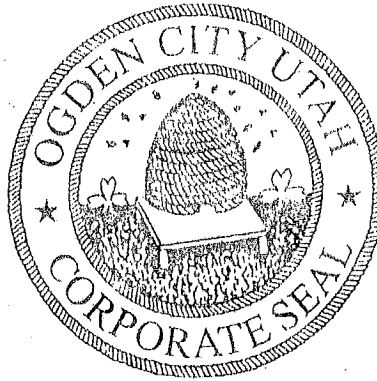
*J. Lindquist* Date: 4/22/08  
CJA Lindquist, Inc.

**APPROVED:**

*Ed Rich* Date: 4/25/08  
Ed Rich, Airport Manager

**ATTEST:**

*Edith Maxwell* Date: 5/5/08  
City Recorder



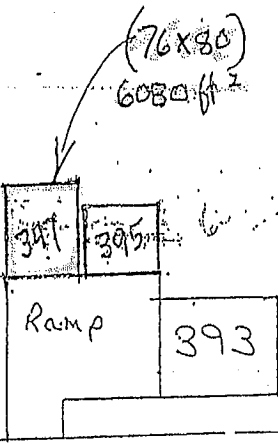
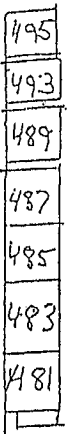
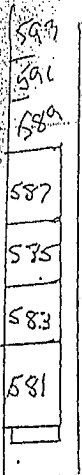
**APPROVED AS TO FORM:**

*Gary Williamson* Date: 5/2/08  
Corporation Counsel

CJA Lindquist Inc.

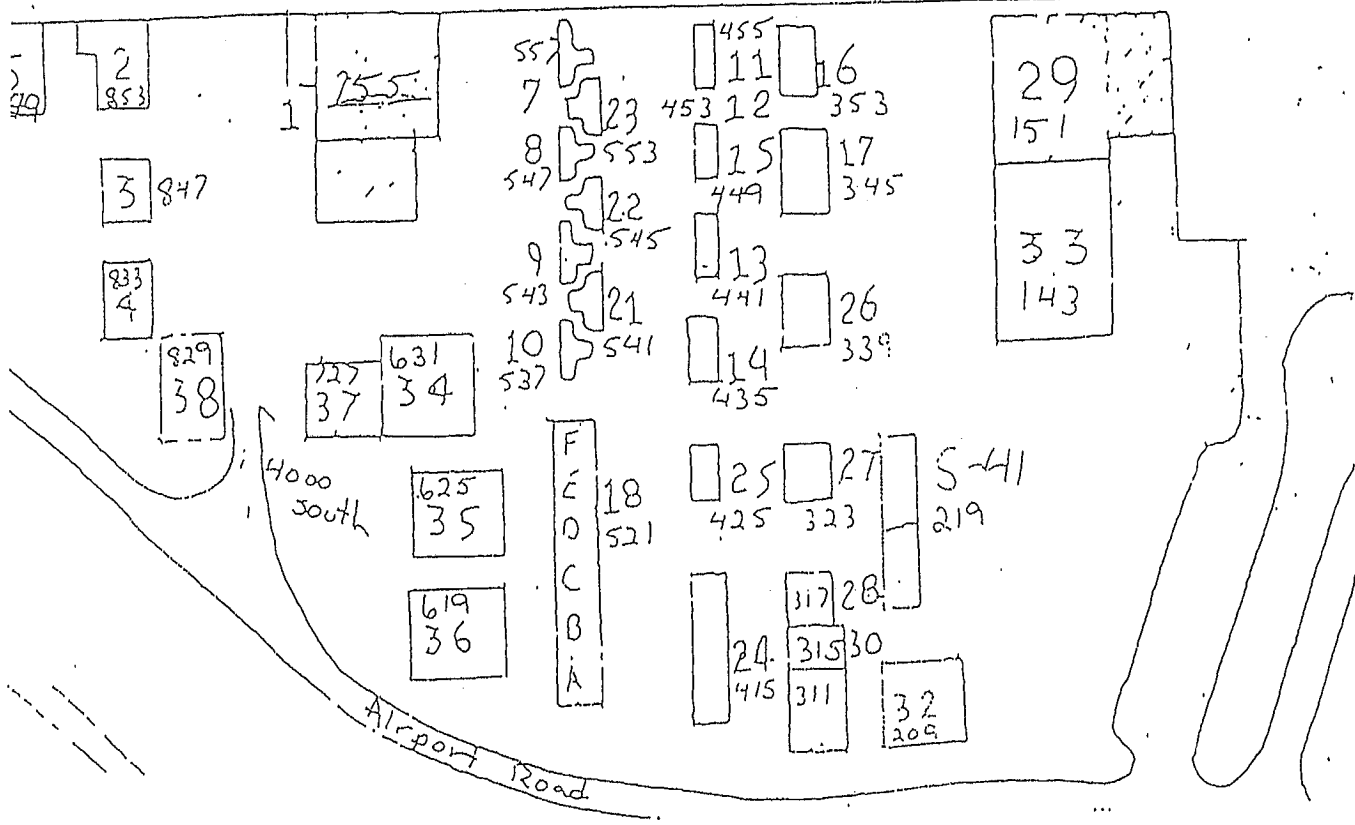
S-397

Exhibit "A"



not to scale

		59	50	41	32	23	14	9
81	77	63	54	45	36	27	18	4
	76	58	49	40	31	22	13	8
80		62	53	44	35	26	17	3
	75	57	48	39	30	21	12	7
79		62	52	43	34	25	16	2
	74	56	47	38	29	20	11	6
78		60	51	42	33	24	15	1
	73	55	46	37	28	19	10	5



Escrow File No.: 037219

**EXHIBIT "B"**

**THAT LOT, BUILDING, OR HANGER KNOWN AS S-397 OF THE OGDEN HINCKLEY AIRPORT, A MUNICIPAL AIRPORT, WEBER COUNTY, UTAH as described in that certain unrecorded Hangar Ground Lease Agreement Ogden Hinkley Airport by and between Ogden City Corporation (Lessor) and CJA Lindquist, Inc. dated January 17, 2008, LOCATED IN THE FOLLOWING DESCRIBED TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**PART OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND PART OF MANSION HEIGHTS ADDITION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 0°03'30" EAST 207.08 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE STATE HIGHWAY FROM THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 4630 FEET ALONG THE EAST SECTION LINE TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.P.R.R. CO., THENCE SOUTH 38°15' WEST 564 FEET TO THE SOUTH LINE OF SAID SECTION 1, THENCE WEST 2061 FEET TO THE EAST LINE OF THE OGDEN-HINCKLEY AIRPORT REDEVELOPMENT PROJECT AREA; THENCE NORTH 3960 FEET MORE OR LESS TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY, AND THE CORPORATE LIMITS OF OGDEN CITY, THENCE NORTH 67°16' EAST 873.94 FEET, THENCE NORTH 71°57'29" EAST 418.52 FEET, THENCE NORTH 79.94 FEET, THENCE NORTH 67°15' EAST 1422.68 FEET TO THE POINT OF BEGINNING. EXCEPT 4 PARCELS DEEDED TO WILLIAMS RESEARCH CORPORATION (1224-545) (1255-872) (1366-497); AND 3 PARCELS DEEDED TO WILLIAMS INTERNATIONAL CORPORATION (1423-1745) (1565-443), AND 1 PARCEL DEEDED TO EDDIE R WELLS & JANET P WELLS (1650-1727). EXCEPT THAT PARCEL DEEDED IN (BOOK 1667 PAGE 1408).**

**Tax ID: 08-001-0001 / 30-100-4815**