



LEASE PROCEDURES

Guide to getting a Tie Down, Hangar, or Land Lease with the City of Ogden Airport (OGD)

OCTOBER 1, 2023

OGDEN CITY CORPORATION – OGDEN REGIONAL AIRPORT (OGD)
3909 Airport Road Ogden, Utah 84405

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Purpose

The purpose of this guide is to help with maneuvering through the process of gaining or renewing a lease with the Ogden Regional Airport (OGD). OGD is going through some growth, changes, and redevelopment, so guidance in this document may not be 100% current and not every possible situation has been addressed. Therefore, it is recommended before doing anything else, check with the Airport Manager's Office and review the current Ogden City Ordinances & Policies that involve the Airport. Current City Ordinances and Policies have precedence over anything written in this guide.

City Ordinances and Policies

All lessees are subject to Ogden Municipal Code, Ogden City Administrative Policy, the Laws of the State of Utah, and FAA Regulations & Policies. Below are several of the documents and primary policies you should be familiar with before buying or leasing a hangar at the Ogden Airport. Lessee must understand the City Ordinance [Title 8-1-3 Agreement to Follow Rules](#): "Any person who enters upon or uses the airport or its facilities or any part thereof, impliedly agrees that a condition of that use is compliance with airport ordinances, rules, and regulations."

- 1) Ogden City Code, [Title 8 - Airport](#)
- 2) Ogden City Code, [Title 15, Chapter 24 - Airport Zone Districts and Uses](#)
- 3) Ogden City Administrative Manual, [Title 11 - Airport](#)
 - a) Title 11 Policy 2000 [Airport Lease Renewal Policy](#)
 - b) Title 11 Policy 2040 [Non-Aeronautical Use of Airport Hangars](#)
 - c) Title 11 Policy 2050 [Airport Redevelopment Plan Policy](#)
- 4) Utah State Law – [Title 72 Transportation Code Chapter 10 Aeronautics Act](#)
- 5) [FAA.gov Hangar Use Policy FAQs](#)

Which do you need, a Lease or License?

The lease or license you will use is based upon the intended use of the hangar, tie-down, or type of aeronautic business. Based on your use, the associated links to the Lease agreement(s) are below but please go to the [Website for Leases](#) to assure you have the latest version of lease.

[Facility Lease](#)

Do you just want to rent a City Owned Facility?

- 1) [Facility Lease Agreement](#)

[Tie-Down License](#)

Do you just want to rent a Tie-down?

- 2) [Tiedown License Agreement](#)

[Private Hangar Land Lease](#)

Do you intend to use your hangar to simply store your owned or long-term leased aircraft at the OGD airport?

- 1) [Private Hangar Lease Agreement](#)

[Business Land Lease](#)

Do you intend to use your hangar to operate a business at the OGD airport?

You will need to utilize the below shown SASO Lease, CAAP, and/or Ogden City Business License. Some examples of Aeronautical Businesses are but not limited to: Flight Training, Aircraft Sales Operator, Aircraft Airframe and Engine Repair, Aircraft Rental, Aircraft Charter, Aircraft Manufacturing, Aircraft Storage, Hangar Rental, etc.

- 1) [Single Aeronautical Service Operator \(SASO\) Lease](#).
- 2) [Commercial Aeronautical Activities Permit \(CAAP\)](#): A CAAP is usually required along with a SASO Lease and would be incorporated within, but a CAAP must also be issued independently for business entities and individuals that are not leasing OGD Airport property, but that are conducting business at OGD.

- 3) **Ogden City Business License:** Required if you are or if anyone else is using your hangar conducts business at OGD Airport or in Ogden City. More information can be found here [Ogden City Business License](#).
- 4) **Non-Aeronautical Business:** Please read the Mayor’s Policy on Non-Aeronautical Use of Airport Hangars Title 11 Policy 2040 [Non-Aeronautical Use of Airport Hangars](#) and [FAA’s Hangar Use Policy FAQ’s](#)

Sub-Lease

Do you intend to lease any space in your private hangar to someone else or are you wanting to rent space in some? Any space within your hangar that benefits someone outside your organization, or someone else’s aircraft stored in your hangar, **must have a written sub-lease with the other party and the written authorization of the Airport prior to allowing the other party to take occupancy.** If someone else’s aircraft is stored in your hangar, you must provide insurance based on that aircraft’s FAA tail number. The liability insurance policy, with a minimum of \$1 Million liability coverage, must list “Ogden City Corporation” as additional or named insured. The sub-lease form used will depend on the type of master lease that has been executed on the property being subleased.

The sublease will be one of the two listed below. The City / Airport must have a digital copy of YOUR legal lease or rental agreement made between the lessee/renter and the owner of the hangar involved. Please do not redact out or omit any of the information in your sublease or the rental agreement. This will just delay or completely halt the process. If the rental agreement terms change or renter’s name has changed, the City requires a copy of that updated agreement. The links to the City’s website for the correct form are listed below:

- 1) [SASO Sub-Lease](#)
- 2) [Private Hangar Sub-Lease](#)

Aircraft Ownership

The main purpose of any airport lease is for the storage of an aircraft that is owned, long term (one year or more) leased, or controlled by the hangar owner, or for storing an aircraft owned or long-term leased under an authorized sublease of a hangar or a portion of a hangar.

- 1) The City / Airport cannot approve a new lease for someone who does not own, have long term control, or an approved sub-lease with someone who does own or have long term control of an aircraft.
- 2) The City / Airport must be able to validate that the person leasing or sub-leasing the hangar has a verifiable financial interest in the aircraft being stored.
- 3) FAA regulations on airports will not allow for the indefinite storage of a non-functioning or non-airworthy aircraft.

New Lease

Typical Lease – Facility, Hangar, Land or Tie Down

Application

- 1) Hangar / Land lease application must be submitted with the required information of the Lessee requesting the lease with the City. The application for a new lease or the sale/assignment of an existing lease must be accompanied by a \$500 fee payment. This fee is for a new lease or for a change of ownership.
- 2) ALL Lease applications are located under the Forms section on the [Airport's Lease Information webpage](#)

Information necessary for the appropriate lease

- 1) **The legal name of the person(s) or business(es)** that will be responsible under the terms of the lease. Also, if this is a business entity, provide the type of business (e.g. an LLC, S-Corporation, partnership, sole proprietorship, trust or non-profit). Provide the name of the State that the business entity is organized and provide evidence that the lease signatory is a principal in the business entity. We must have the exact business name or person’s name, mailing address, phone number(s), and e-mail address(es). We may also require the Letters of Incorporation for corporations outside the State of Utah. Also note: If the business name changes for any reason, the City must be notified. The repercussions will be that your lease will be called in default since it is considered changing the agreement’s lessee.

- 2) Provide the [Make, Model, and FAA registration number of the aircraft](#) to be stored in the hangar. Note: The FAA registration must list the lessee's signatory on it. If the FAA registration comes back to a business entity, the Utah, or other State, corporation / business listing must show the lease listed signatory as an operating principal owner / manager.
- 3) [How long of a lease are you seeking?](#) Please read the Mayor's Policy on Hangar Land Lease renewal. [Title 11 Policy 2000 Airport Lease Renewal](#).
- 4) Most all leases indicate that only a five-year renewal may be offered. The age of your hangar and location may dictate the term of your lease. Please see the Mayor's Policy on Airport Redevelopment. [Title 11 Policy 2050 Airport Redevelopment Plan](#), along with the pertinent sections of Ogden City Ordinances, Title 8.

Review City Policies and Lease Agreements

- 1) Review the appropriate lease and/or sublease agreement. This will be the agreement sent to you for e-signature. If you have questions, please ask for clarification.
- 2) Review and agree to Ogden City and FAA policies.
- 3) Links to the full policies are on the Ogden Airport's webpage – [Hangar and Land Lease Information](#).

Inspections

- 1) You are required to have two inspections performed for your Hangar / Land Lease. There are no charges for these inspections.
 - a) Fire and Safety inspection - Contact Kevin Waller for your fire inspection. Cell - 801-725-6005, Desk 801-629-8790. A sample of the Fire inspection checklist is on the Ogden Airport's webpage - Hangar and Land Lease Information. **The Fire & Safety inspection is required annually.**
 - b) Building & Code Enforcement inspection - contact the City to schedule a building inspection at 801-629-8950. The webpage is [Building Permits and Inspections](#). **This inspection is required whenever the hangar receives a new lease or assigns an existing lease to a different lessee.**
- 2) You are responsible for scheduling your inspections. You also need to verify that the Airport receives a copy of the completed and passed inspection.
- 3) Please keep in mind that just because the inspection has been performed:
 - a) it does not mean that your hangar passed,
 - b) nor does it mean that the Airport has a copy of the paperwork indicating that your hangar passed the inspection.
- 4) Both inspections must be successfully passed to get a lease. Common issues found are: Water heaters not strapped down, no backflow prevention on water taps, breaker boxes not labeled, door access blocked, expired fire extinguishers, unsafe electrical, missing "no smoking" signs, etc. In a few cases, Hangars have been determined to be unsafe for entry.

Lease Size

- 1) City / Airport personnel will physically measure and create a map for your hangar / land leasehold for calculation of the appropriate rate. Improved / Unimproved Land and Aeronautical / Non-Aeronautical Use will be identified on the map. These measurements are transferred to Google Maps to create the final map.
- 2) The final map will be attached to your Lease agreement as Exhibit A.

Lease Rate


- 1) All Lease invoicing that does not begin on January 1st, will be prorated, so that all Airport land lease tenants will pay the escalated rate for 12 consecutive months.
- 2) The determined Consumer Price Increase (CPI) will be applied to the rate before the calculation of the final amount due, reference [Title 8 Chapter 5-8 Escalation](#).
 - a) Reference [Appendix A - Rate Calculation](#) for an example of the calculation process, what CPI rates are used and determination of CPI rates.
- 3) Lease rates can be found in [Title 8 Chapter 5 Rates and Charges](#) or by their specific fee in the below links:
 - a) [Title 8-5-2 Land Rental](#).
 - b) [Title 8-5-3 Tie-down Fees](#)

Badge Issuance

Due to multiple past incidents, the Airport WILL NOT issue a TSA required / Airport Issued ID / access card until the Lessee has completed a new lease and provided the required documents to the city. The Lessee cannot gain the benefits of having access to the airport and not diligently pursue the requirements for that lease. See the City's [Policy 2070 Airport Identification Badge](#) on badge issuance.

Insurance

- 1) Provide a copy of the liability insurance with the City of Ogden listed as additionally insured. Reference the Lease agreement form for the level and type of liability coverage required.
- 2) A sample copy of the different leases can be found on the airport webpage for leases.
- 3) Reference [Appendix B](#) in this document for typical insurance requirements for the leases.
- 4) Insurance evidence varies between an individual storing their aircraft in their hangar and a business entity conducting business on the airport.
 - a) As a general rule, newer hangar land lease tenants must carry both \$1 million of liability insurance and property insurance in the amount that the hangar is valued at.
 - b) If the tenant is leasing a hangar owned by Ogden City, you must provide \$1 million of liability insurance on the tail number of the aircraft to be stored in the hangar.
 - c) Coverage must meet Ogden City ordinances as defined by [Title 8.3.2](#) and within the lease agreement.
- 5) OGDEN CITY CORPORATION shall be listed as additional insured or named insured. Lack of providing this has been a common issue that keeps a lease from being successfully approved. Reference Example 1 for the remarks required on your insurance policy certificate.

CERTIFICATE HOLDER Ogden City Corporation 2549 Washington Blvd Ogden, UT 84401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. 
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AGENCY CUSTOMER ID:

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <input type="text"/>	NAMED INSURED <input type="text"/>
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The certificate holder is included as an additional insured but solely as respects the operations of the Named Insured.

EXAMPLE 1

A Certificate of Insurance alone is NOT enough to show that Ogden is additionally insured. A full copy of the policy is required or a full-page endorsement. See Example 2 in which your insurance states this. Without a full copy of the policy to ensure that the Additional Insured Provisions are there, we have no assurance that the coverage exists.

 CERTIFICATE OF AIRCRAFT INSURANCE		DATE (MM/DD/YYYY) 11/13/2019
		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
PRODUCER Avemco Insurance Company 8490 Progress Drive, Suite 100 Frederick, MD 21701	CONTACT NAME: Avemco Insurance Company PHONE: 800-638-8440 (A/C, No, Ext):	FAX: 800-863-3338 (A/C, No): E-MAIL ADDRESS: avemco@ave.com PRODUCER CUSTOMER ID No.

OGD has to have a copy of the full policy to ensure Ogden City is covered

EXAMPLE 2

Review / Approval process

- 1) Once all of the appropriate paperwork is submitted, the lease will be placed in the workflow process for review and approval by the City. The approvals are by the Airport Manager and City’s Legal Dept. Time to process the lease for approvals varies depending upon signatory’s availability and workload.
- 2) Once the lease is approved and entered into the City’s system you should receive an email requesting your signature. The email subject will have “Signature requested on ...” and will be from the email address of echosign@echosign.com.
- 3) Please review and sign the lease agreement.
 - a) NOTE: A consistent problem of finalizing the Lease Approval is that the Lessee is not aware they received the email requesting signature. Please be watching for the email!
- 4) Additionally, please note – if there are more than one lessee named on the lease, each lessee will be sent an email requesting signature.
 - a) Example: If there are 3 names listed as lessee, then there will be 3 separate signature emails sent to those individuals. Until all signatures are received, the lease will not finish the process.

Invoice / Billing Procedure

- 1) Within 30 days of your e-signing the lease, you will be invoiced for payment.
- 2) Payments are due within thirty (30) days of the invoice date. Late charges will be applied per [Title 8-5-9 Billing Procedures and Late Charges](#)

Lease Renewal

Notification to the City - You, as the lessee, are responsible for the timely renewal of your lease with the City. Per [Title 11 Policy 2000 Airport Lease Renewal Policy](#), you must give notice not less than sixty (60) days prior to your current lease expiration date. The airport will not reach out to you, this obligation belongs to the Lessee and if the written request is not received at the Airport PRIOR to the lease expiration, you may lose any rights that you have under the now expired lease. This written request can be made by e-mail to AngelRosaro@ogdencity.com or BryantGarrett@OgdenCity.com or by mailing your request to (recommend Certified Mail):

Ogden Airport
Attention: Lease Manager
3909 Airport Road
Ogden, Utah 84405

Keep in mind that the hangar owner's privileges contained within the lease are forfeited when the lease expires. Each hangar owner **MUST pursue their lease renewal **BEFORE** it expires. Your intention should be to have a new lease in place to begin immediately upon the expiration of the prior lease.**

Review the Lease Renewal Policy

- 1) [Title 11 Policy 2000 - Airport Lease Renewal Policy](#)
- 2) The Lessee shall have the "first right of refusal" to renew their lease; provided if the lessee is in good standing. Review the policy to understand exact what this term means for your lease
- 3) The renewal term will be for a maximum of one five (5) year term. In most circumstances, a new lease will be issued as opposed to an actual renewal of the old and expired lease.

Lease renewal process is the same as the new lease process. The City still requires Insurance, aircraft information, business info., inspections performed, payment of fees, any sub-leases resubmitted, etc., etc. .

Are You Buying an Existing Hangar?

The Airport is going through a redevelopment plan and some of the hangars may be on a list for non-renewal of the Land Lease. It is recommended that you schedule an appointment with the Airport Manager to discuss the location and if the hangar you are interested in is part of the redevelopment plan before proceeding with purchasing the Hangar.

The City / Airport requires the below list of documents that you, as the buyer, need to obtain from the seller:

- 1) Assignment of Lease Agreement / Sale and Transfer of Improvements Form located on Airport Lease information webpage
- 2) Bill of Sale

IMPORTANT: For any and all purchases / sales of existing hangars please read the following from the City Attorney:

To All Ogden Airport Tenants:

The airport has experienced many instances in which a hangar tenant attempts to sell their hangar or assign their hangar lease without the required written approval of Ogden City. This has resulted in several instances where a tenant received purchase money from a buyer, but the buyer obtains no lease or other enforceable interest in the hangar that was allegedly "sold" to the buyer. Some buyers have failed to qualify as airport tenants even years after an alleged sale. Airport lease agreements, as well as city ordinances and policies, require city approval of any transfer of the lease or leased premises, including hangars built upon leased premises. No city approval can or will be given unless the prospective buyer qualifies as an airport tenant before the sale transaction takes place.

Please be advised that effective immediately the city will not accept Bill of Sale or Transfer of Interest documents from any airport tenant as evidence of sale of any hangar, unless and until the proposed buyer has qualified as an airport tenant and the City has approved buyer to take assignment of an existing lease or to enter into a new lease. Tenants are prohibited from selling their hangars to a buyer that has not qualified as a tenant. A tenant who violates this directive and attempts to improperly sell or assign their hangar lease or leased premises, will be in breach of their lease agreement and subject to termination of the lease. The seller may also be liable to the unsuccessful buyer for damages.

If you intend to be involved in an airport transaction in the future, please contact the airport manager's office to discuss the transaction, begin the prospective tenant application process, and receive city forms approved for such transactions. Always obtain written city approval from the airport manager before a sale.

Gary R. Williams
Ogden City Attorney
2549 Washington Blvd., Suite 840
Ogden, Utah 84401
Phone (801) 629-8160 Fax (801) 629-8927
GaryWilliams@OgdenCity.com

The FAA Airport Compliance Manual

Ogden Airport is obligated to follow the FAA compliance manual Order 5190.6B. [Search Here](#)

Part V Financial Responsibilities Chapter 18 – Airport Rates and Charges

- 1) Make Rates, Fees, and Charges Fair and Reasonable. Charge “Fair Market Value” for Airport resources and services
- 2) Ensure that Rates, Fees, and Charges are NOT determined by methods that are discriminatory, capricious, or arbitrary.
- 3) All aeronautical users are entitled to airport access on fair and reasonable terms without unjust discrimination. This does not mean this access is free.
- 4) However, OGD Airport may use different mechanisms and methodologies to establish fees for different facilities, e.g., for the airfield and terminal area, and for different aeronautical users, e.g., air carriers and fixed-base operators.
- 5) OGD Airport **must** maintain a fee and rental structure that in the circumstances of the airport, makes the airport as **financially self-sustaining as possible**. The FAA encourages direct resolution of differences at the local level between local aeronautical users and the OGD Airport. Such resolution is best achieved through adequate and timely consultation between the airport proprietor and the aeronautical users about airport fees.
- 6) See the FAA’s Policy on Airport Rates & Charges at the link below:
 - a) https://www.faa.gov/airports/airport_compliance/compliance_guidance

An Airport’s Requirement to be Financially Self-Sustaining

- 1) Airport proprietors must maintain a fee and rental structure that in the circumstances of the airport makes the airport as financially self-sustaining as possible.
- 2) If market conditions or demand for air service do not permit the airport to be financially self-sustaining, the airport proprietor should establish long-term goals and targets to make the airport as financially self-sustaining as possible.
- 3) Airport proprietors are encouraged, when entering into new or revised agreements or otherwise establishing rates, charges, and fees, to undertake reasonable efforts to make their particular airport as self-sustaining as possible in the circumstances existing at such airports.
- 4) Absent agreement with aeronautical users, the obligation to make the airport as self-sustaining as possible does not permit the airport proprietor to establish fees for the use of the airfield that exceed the airport proprietor’s airfield costs.
- 5) For those facilities for which this policy permits the use of fair market value, the Department does not construe the obligation on self-sustainability to compel the use of fair market value to establish fees.
- 6) At some airports, market conditions may not permit an airport proprietor to establish fees that are sufficiently high to recover aeronautical costs and sufficiently low to attract and retain commercial aeronautical services. In such circumstances, an airport proprietor’s decision to charge rates that are below those needed to achieve self-sustainability in order to assure that services are provided to the public is not inherently inconsistent with the obligation to make the airport as self-sustaining as possible in the circumstances.

Financial Obligations:

- 1) Lastly, we cannot offer a new or renewal lease to anyone that is in arrears with any of their financial obligations to the Airport or Ogden City.

Appendix

Appendix A – Ground Lease Rate Calculation

Lease Rates

Current Lease rates can be found in the Title [8-5-2 for Ground Leases](#) and Title [8-5-3 Tie Down Fees](#). Lease rates can be increased by the Ogden City Mayor and City Council and / or by the corresponding U.S. Consumer Price index. Reference Title [8-5-8 Escalation](#) for rate change adjustments and CPI procedure.

The City will send invoices out in December using the year's CPI % yearly average from October 1st to the following September 30th.

- 1) The City/Airport will use the West Region Consumer Price Index (CPI) from the following Bureau of Labor Statistics website: <https://www.bls.gov/cpi/regional-resources.htm>
- 2) All lease invoicing that does not begin on January 1st will be prorated, so that all Airport land lease tenants will pay the escalated rate for 12 consecutive months.
- 3) The calculation of land lease rent rates will apply the new CPI escalation (Billing year minus 1 year i.e., billing year is 2024, CPI uses 2023 September yearly percentage average since 2022) rate to the past calculation out to four (4) decimal places.
- 4) Once the new calculations are made, all rates will be rounded to the nearest penny (\$0.01).

As explained in the Land Rental 8-5-2 policy, there are 2 types of Land usages (Improved / Unimproved) and 2 types of Activity Use (Aeronautical / Non-Aeronautical). Your lease rate calculation will be based upon the Lease Size (square footage measured) and how it is defined for Land Usage / Activity Use plus CPI.

Scenario 1 – your land lease is Aeronautical Use with both Improved and Unimproved Land

X = 2,000 SF Improved Land / Aeronautical Use @ \$.55 SF **PLUS**

Y = 100 SF Unimproved Land / Aeronautical Use @ \$.37 SF.

CPI for that year is 3.80%

X = 2,000 * (\$0.55 * 1.038) = 2,000 * \$0.57 = \$1,140 (\$0.55 * 1.038 = \$0.5709 rounded to nearest penny or \$0.57)
Y = 100 * (\$0.37 * 1.038) = 100 * \$0.38 = \$38 (\$0.37 * 1.038 = \$0.38406 rounded to nearest penny or \$0.38)

Total Lease for that Year is \$1,178 = \$1,140 + \$38

Scenario 2 – your land lease is Improved / Aeronautical Use and Unimproved / Non-Aeronautical

X = 2,000 SF Improved Land / Aeronautical Use @ \$.55 SF **PLUS**

Y = 100 SF Unimproved Land / Non-Aeronautical Use @ \$.37 SF times 4.

CPI for that year is 3.80%

X = 2,000 * (\$0.55 * 1.038) = 2,000 * \$0.57 = \$1,020 (\$0.55 * 1.038 = \$0.5709 rounded to nearest penny)
Y = 100 * (\$0.35 * 1.038) = 100 * (\$0.36 * 4) = \$144 (\$0.35 * 1.038 = \$0.38406 rounded to nearest penny)

Aeronautical rate is \$0.57 * 2,000 = \$1,140

Non-aeronautical rate is \$0.38 * 4 = \$1.52 * 100 = \$152

Total Lease for that Year is \$1,292 = \$1,140 + \$152

Appendix B - Insurance

Title 8-3-2- Insurance Minimum Requirements

A) Minimum Limits of Insurance

1. Each person conducting a commercial activity involving aircraft operation, including, but not limited to, aircraft instruction, rental, or charter, shall maintain aircraft liability insurance with limits of not less than one million dollars (\$1,000,000) per combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Each person conducting any commercial activity in which customers, vehicles or aircraft have access to or are operated on the ramps, apron, taxiways or runways shall maintain commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage; business automobile liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; workers' compensation limits as required by the laws of the state; and employer's liability insurance with limits of not less than one hundred thousand/five hundred thousand/one hundred thousand dollars (\$100,000/\$500,000/\$100,000).
3. Each person selling or maintaining aircraft, aircraft parts or fuel shall maintain products and completed operations liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit.
4. During construction, the lessee or owner, or the contractor of the lessee or owner, shall maintain all applicable liability insurance as stated in subsections A1, A2 and A3 of this section, commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage; business automobile liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; workers' compensation limits as required by the laws of the state; employers' liability insurance with limits of not less than one hundred thousand/five hundred thousand/one hundred thousand dollars (\$100,000/\$500,000/\$100,000); and all-risk builders' liability insurance coverage in the amount of the project cost and any other construction obligations that may arise.

B) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions greater than one thousand dollars (\$1,000) must be declared to and approved by the city.

ADDITIONAL OGDEN LEASE INSURANCE REQUIREMENTS as of July 25, 2017: Please reference your Lease for which below item is applicable.

Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

- i) **Aircraft Liability with Additional Coverage.** Provide Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to the Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.
- ii) **Property.** Provide all risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

- iii) **Automobile.** If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.
- iv) **Pollution.** Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.
- v) **Aircraft.** Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.
- vi) **Business Interruption.** Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.