

**ASSIGNMENT OF HANGAR LEASE AGREEMENT**

**AND**

**SALE AND TRANSFER OF IMPROVEMENTS**

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 (“Effective Date”), is entered into by and between \_\_\_\_\_, (“Assignor”), a tenant of the Ogden Airport and \_\_\_\_\_, (“Assignee”), a prospective tenant of the Ogden Airport.

**RECITALS**

**Whereas**, Assignor is an airport tenant at the Ogden Airport pursuant that certain \_\_\_\_\_ (“Lease Agreement”), attached as Exhibit A, with an effective date of \_\_\_\_\_ 2020 and termination date of \_\_\_\_\_ 2035. 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 Leases 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

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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 \$ \_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged.
6. 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.

7. 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.
8. 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.
9. Expenses. The parties hereto will bear their separate expenses in connection with this Agreement and its performance.
10. 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.
11. 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.
12. 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.
13. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.
14. 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: TENANT**  
**name**  
**address**

**ASSIGNEE**

**Name  
Address**

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

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

Either City or Tenant 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 12.B of the Lease Agreement 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.

- 15. 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.
- 16. 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:

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

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

**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

\_\_\_\_\_  
Airport Manager

Attest:

\_\_\_\_\_  
Ogden City Recorder

Approved as to form:

\_\_\_\_\_  
Ogden City Attorney