

# WENDOVER AIRPORT

**Aviation Service**

**Permit**

**For**

**Jet Yard LLC**

**FAA Part 145 Repair Station**

**#7QAR515C**



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**Exhibits:**

- Exhibit A1 - Aircraft Storage Area #1
- Exhibit A2 – Aircraft Storage Area #2

## TEMPORARY SPECIALIZED AVIATION SERVICE PERMIT

**THIS Temporary Specialized Aviation Service Permit** (Hereinafter referred to as the "Permit") made and entered into this 31 day of May, 2020 by and between **WENDOVER AIRPORT**, and JET YARD LLC, a corporation organized and existing under the laws of the State of ARIZONA and legally authorized to do business in the State of Arizona and having a principal place of business at BLDG 62 PINAL AIRPARK, MARANA AZ 85659 ("Permittee").

**WHEREAS**, Tooele County, Utah, is the owner and operator of Wendover Airport ("Airport") located in the City of Wendover, Tooele County, State of Utah; and

**WHEREAS**, Permittee desires to use a certain portion of the Airport and to obtain certain rights and privileges in connection with the use of the Airport and its facilities; and

**WHEREAS**, the Airport is willing to permit the use of certain portion of property on the Airport ("Designated Area") and to grant the Permittee a non- exclusive temporary specialized aviation service permit to provide certain commercial services at the Airport and use of certain facilities, but only upon the terms and conditions herein after stated, and in compliance with the Minimum Standards, and

**NOW THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants, and payments set forth in this Permit, Airport and Permittee hereby agree as follows:

1. **Activity/Services Authorized to be Performed.** Permittee is authorized to provide at the Airport the following commercial services, hereinafter referred to as "Services" on a non-exclusive, temporary basis:
  - 1.01 Aircraft storage-parking, of aircraft to prepare aircraft for short to long term storage and parking on airport property. The open airfield areas to be utilized for storage are shown on attachment A1 and A2. (Note: These areas outlined for aircraft storage are reserved on a first come first serve basis. Once an agreement is finalized, signed by airport management and Permittee, parking spaces agreed to and any deposits accepted then and only then are the parking spaces committed to the Permittee.) The property on which these aircraft are parked remains with the airport. Permittee shall be solely responsible for the proper containment of any fluids and parts from the aircraft.
  - 1.02 The breakdown to scrap aircraft shall occur on a concrete pad area to be designated by the Airport. Monthly rental on the aircraft shall continue until the aircraft components, parts or portions of aircraft are placed in a dumpster and or removed from airport property. Prior to the beginning of teardown process permittee shall submit proof of ownership of aircraft to be torn down to the Airport Director.
2. **Term.** The term of this Permit shall begin on the 27th day of May, 2020 and shall continue in perpetuity until terminated per Section 2.01 of this agreement.

- 2.01 Termination by Either Party. This Permit may be terminated with or without cause by either party upon not less than One Hundred Eighty (180) calendar days prior written notice to the other.
- 2.02 Ongoing Obligations and Liabilities. Termination or expiration of this Permit shall not relieve Permittee of any obligations or liabilities that shall have accrued on or prior to the termination or expiration date upon the expiration or termination of this Permit.
- 2.03 Permittee shall: (i) immediately cease all operations at the Airport; (ii) immediately vacate the designated Locations; and (iii) pay in full all fees and other amounts then due and owing to the Airport pursuant to the terms of this Permit.

**3. Designated Areas for the Performance of Services, Requested Use and Condition of Designated Areas.**

- 3.01 The Designated Areas are further detailed in Exhibits A1 through A2 attached along with Ingress/Egress routes to the Premises through listed gates.
- 3.02 The Airport, for reasons of public safety, and consistent with its responsibility for the safe and efficient operation of the Airport, shall in its sole discretion locate and/or approve the Designated Areas on the Airport from which Permittee will provide the Services. The Designated Areas may be changed at the sole discretion of the Airport Director and upon written notice to the Permittee if, at any time, the use of the existing Designated Areas poses operational conflicts or an elevated risk to the Airport. The Airport will make every effort to maintain the Designated Areas as defined herein or provide a location of similar size and configuration for use by the Permittee. The use of these areas shall be at the sole risk of the Permittee, owner or operator of the aircraft, and without any responsibility to the Airport of Wendover or any of their employees, for any loss of, or damage to the aircraft while so parked or stored. The owner of the aircraft shall be responsible for any liability arising from or caused by the aircraft or the activities of the owner or operator.
- 3.03 Nothing in in this Permit shall be construed as granting Permittee any title, interest or estate in the Designated Areas. The Airport may at any time and from time to time close all or any portion of the Designated Areas to abate or rectify a condition determined to be unsafe or dangerous by the Airport in its sole discretion; for maintenance; and for public safety or security of the Airport as determined the sole discretion of the Airport. In the event the Designated Areas are closed, Permittee agrees that Airport shall not be liable for, and Permittee hereby waives, any claims for lost profits, economic losses or other consequential damages.
- 3.04 Permittee acknowledges that neither Airport nor its representatives have made any representations or warranties of any nature whatsoever regarding the Designated Areas or Airport including, without limitation, the suitability of the Designated Areas for Permittee's intended use thereof. Permittee accepts designated area for Permittee's intended use in As Is, Where Is Condition.

**4. Fees.**

**4.01 Fee structure**

Permittee shall pay a monthly fee of \$500.00 for the exclusive rights to use the areas described in Exhibits A1 and A2 and an extra fee of \$225.00 for every aircraft that has a length of not more than 125 feet and a wing span of not more than 95 feet and \$350.00 for every aircraft that has a length greater than 125 feet and a wing span greater than 95 feet parked for each month or a corresponding prorated daily rate.

**4.02** Permittee acknowledges and agrees that failure to pay such fees or charges shall be considered a violation of this Permit and, in addition to any other remedy available to Airport, shall be grounds for immediate revocation of Permittee's Permit by the Airport.

**4.03** In the event Permittee fails to make timely payment of any fees, charges, and payments due and payable in accordance with the terms of this Permit within ten (10) days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by Airport. Notwithstanding the foregoing, Airport shall not be prevented from terminating this Permit for default in the payment of fees, charges, and payments due to Airport pursuant to this Permit, or from pursuing any other right or remedy contained herein or provided by law. Permittee shall pay all fees, charges and billings required by this Permit to the following address:

Wendover Airport  
P.O. Box 159  
Wendover, UT 84083

Airport may offer alternative methods of payment. If Permittee selects an alternative method of payment, Permittee agrees to abide by any terms and conditions promulgated by Airport in connection with the above-mentioned method of payment.

**5. Other Fees and Charges.**

Permittee acknowledges that the Airport has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by the Airport and not leased to or specifically provided to the Permittee hereunder, and the procedures relating to payment of same. The Permittee shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by the Airport. In addition to the foregoing, Permittee acknowledges and agrees that the fees, charges and rentals established by the Airport hereunder are fair, reasonable non-discriminatory, and subject to future market adjustment.

**6. Insurance Requirements.** Permittee shall acquire and keep in effect adequate bodily injury liability and property damage insurance and all other insurance needed or required for operations of Permittee as contemplated by this Permit, covering all of Permittee's employees and equipment, and shall indemnify and hold harmless from all causes of action arising from Permittee's operations hereunder. In all above policies, Permittee and the Airport shall be named as additional insureds with the

Permittee. Permittee's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Airport shall not contribute to it. For the Term of this permit such policies shall not be for less than the amount of Two Million dollars (\$2,000,000.00) combined single limit for bodily injury and property damage. Permittee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Permittee's owned, hired and non-owned vehicles assigned to or used in the performance of the Permittee's work. Permittee shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. Copies of all such policies or certificates of insurance and endorsements adding Airport as additional insureds shall be delivered to the Airport within thirty (30) days after the execution of this permit and shall be held for the benefit of the parties as their respective interests may appear. The amount of said insurance shall not be deemed as a limitation of permittees agreement to save and hold the Airport harmless, and if the Airport or permittee becomes liable for an amount in excess of the insurance, Permittee will defend, indemnify, save and hold the Airport harmless for the whole thereof. Copies of policies or certificates of insurance and required endorsements entered into after the commencement of this Permit shall be delivered to the Airport within ten (10) days of the commencement of each such policy. In addition to the above-named policies, and under the same obligations to deliver copies of said policies or certificates of insurance and required endorsements to Airport, Permittee shall obtain fire insurance and other property loss insurance on all improvements placed upon the permitted Premises, in an amount equal to the value of said improvements.



**7. INDEMNIFICATION.** Permittee agrees to protect, defend, reimburse, indemnify and hold Airport, its agents, employees, directors and officers and each of them collectively, "Indemnities", free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against any of the Indemnities by reason of (i) any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals, or other substances deemed by the federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Permit is executed or as may be redefined by the appropriate regulatory agencies in the future or (ii) bodily injury (including death) incurred or sustained by person, arising out of or incident to or in connection with this Permit, Permittee's use or occupancy of the property or Designated Area, Permittee's acts, omissions or operations under this Permit or the performance, nonperformance or purported performance of Permittee or any breach of the terms of this Permit. Permittee recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant, and expressly acknowledges that the Airport would not enter into this Permit without this indemnification. This clause shall survive the termination or expiration of this Permit. Compliance with the insurance requirements as attached hereto shall not relieve Permittee of its liability or obligation to indemnify Airport as set forth in this paragraph.

**8. Disclaimer of Liability.** Airport hereby disclaims, and permittee hereby releases Airport, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by permittee, its employers, agents, or invitees during the term of this permit or any extension hereof including, but not limited to, loss, damage, or injury to personal property of permittee or permittee's invitees that might be located or stored on the airport, unless such loss, damage or injury is caused by Airport's negligence. The parties hereto expressly agree that under no circumstances shall the Airport be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), such as, but not limited to, loss of revenue or anticipated profits or any other damage related to the services allowed under this permit. Permittee releases Airport from liability relating to any information provided by Airport relating to this permit. Furthermore, permittee acknowledges and agrees that its use of any such information, whether prepared or provided by Airport or otherwise, in determining whether to enter into this permit was at its sole risk. The foregoing disclaimer shall not be construed to constitute a permit by permittee to indemnify the Airport for the Airport's negligent, willful, or intentional acts.

**9. Obligation of Permittee.**

9.01 Security. Permittee acknowledges and accepts full responsibility for the security and protection of the Designated Areas and of Permittee's property placed upon the Designated Areas. Permittee fully understands that the random security protection provided by Airport is limited and is for the benefit of the Airport, and expressly acknowledges that any other security measures deemed necessary or desirable for additional protection of the Designated Areas and property thereon shall be the sole responsibility of Permittee and shall involve no cost to Airport. Airport shall have the right to review, change, alter, or revise any security policy or procedure at any time.

9.02 Permittee shall coordinate and cooperate with the Airport Manager in the location and staging of Permittees parked aircraft on airport property. In addition, Permittee shall coordinate with the Airport Director regarding possible incoming aircraft types regarding size, weight etc. given the existing weight limitations of airport pavement areas prior to aircraft arrival.

9.03 Conduct. Permittee shall conduct its activities at the Airport in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

The Permittee shall provide sufficient equipment, supplies and availability of parts and certification as required by Federal Aviation Administration, as outlined in applicable Federal Aviation Regulations (FAR) Parts 91, 121, 135 and 145.

The Permittee shall have in their employ training personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one certified by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or repairman certificate, and one other person not necessarily rated.

9.04 Obstructions in Aircraft Operating Areas. Permittee and its employees, agents, representatives, patrons, licensees and invitees shall not block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users with vehicles, aircrafts, equipment temporary structures or personal property of any kind whatsoever. Permittee shall be responsible for ensuring that any such obstructions are removed upon immediate request of the Airport or its representatives, including, but not limited to, the Airport Director and Airport Manager.

9.08 Minimum Standards. Permittee shall comply with all Minimum Standards adopted by Airport which are applicable to Permittee's activities on the Airport as such Minimum Standards may be amended from time to time.

9.09 Airport Rules and Regulations. Permittee acknowledges that Airport may amend the Airport Rules and Regulations (hereinafter referred to as the "Rules and Regulations") to establish regulations governing Services operations on the Airport and agrees that Permittee's operations on the Airport shall be subject to such regulations.

10. Compliance with Laws and Regulatory Measures. Permittee and its agents, employees, officers, representatives, guests, invitees, contractors and patrons shall comply with all applicable federal, state, local codes, ordinances, resolutions, policies, rules, and regulations

11. Licenses, Certificates, Taxes and Permits. Permittee shall pay (i) all costs of operating its equipment and business, (ii) any and all ad valorem, sales, use, or other taxes, fees or governmental charges, levied or assessed in connection with the provision of Services at the Airport and any ad valorem, sales, use, or other taxes, fees or governmental charges levied or assessed or with respect to this Permit whether billed to Airport or to Permittee and (iii) Permittee shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of its Services at the Airport, and copies of all such permits, certificates, and licenses shall be forwarded to Airport.

12. **Governmental Airport.** Nothing in this Permit shall be construed to waive or limit the Airport's authority as a political subdivision of the State of Utah to regulate Permittee or its operations.
13. **Assignment and Sale.** Permittee agrees that it will not sell, convey, transfer, pledge, or assign this Permit or any part hereof or any rights created hereby. Any attempted sale, conveyance, transfer, pledge or assignment of this Permit, or any rights of Permittee hereunder shall be null and void, and shall be considered a material breach of this Permit, and the Airport may immediately terminate this Permit.
14. **Repairs to Airport Property.** The Permittee shall promptly repair or replace all property of Airport damaged by the operations of the Permittee.
15. **Signs.** Permittee shall not post, install, erect or operate any permanent sign, placard, poster or devices on any part of the Airport without written approval of the Airport Director.
16. **No Illegal or Improper Purpose Permitted.** Notwithstanding any provision of this Permit to the contrary, Permittee shall not use or permit the use the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for Airport or Permittee.
17. **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery, addressed to the party for whom it is intended at the place specified.

last

**FOR AIRPORT:**  
Lisa Dunn  
Wendover Airport  
P.O. Box 159  
Wendover, UT 84083

**FOR PERMITTEE:**  
Patrick Connell  
Jet Yard LLC  
25233 E. Pinal Airpark Rd  
Marana AZ, 85653

All notices, approvals, and consents required hereunder must be in writing to be effective.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph 18. As of the date of this Permit, the parties designate the following:

19. **Rights Reserved to Airport.** Rights not specifically granted to Permittee by this Permit are expressly and independently reserved to Airport. The Airport expressly reserve(s) the right to prevent any use of the described Designated Area, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.
20. **Violation of Permit Conditions.** The Airport may terminate, revoke or suspend this Permit in the event Permittee violates any terms, conditions, or provisions of this Permit or the Rules and Regulations. In the event this Permit is terminated, revoked or suspended, Permittee shall have no right to conduct Services on the Airport.
21. **Consent or Approval.** Wherever this Permit requires the Airport consent or approval or permits Airport to act, such consent, approval or action may be given

or performed by the Airport Director or his designee.

22. **Corporate Tenancy.** If Permittee is a corporation, Limited Liability Company or other artificial entity, the undersigned officer of Permittee hereby warrants and certifies to Airport that Permittee is an entity in good standing and is authorized to do business in the State of Arizona and shall provide proof of good standing to Airport. The undersigned officer of Permittee hereby further warrants and certifies to Airport that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Permit by his or her signature thereto and its officers, members and affiliates.
23. **No Acceptance of Surrender.** No act or thing done by Airport or Airport's agents or employees during the term of this Permit shall be deemed an acceptance of the surrender of this Permit and no acceptance of surrender shall be valid unless in writing.
24. **Personal Property.** Any personal property of Permittee or of others placed in the Designated Areas shall be at the sole risk of Permittee or the owners thereof, and Airport shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Permittee hereby waives all rights of subrogation or recovery from Airport for such damage, destruction or loss.
25. **Invalidity of Clauses.** The invalidity of any portion, article, paragraph, provision, or clause of this Permit shall have no effect upon the validity of any other part of portion thereof.
26. **Subordination to Federal Agreements.** This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Airport acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States of America and/or the State of Utah, or any of its agencies, 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 expenditure of federal and/or state funds for the development of the Airport.
27. **Federal Right to Reclaim.** In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Designated Areas are located, for public purposes, then this Permit shall hereupon terminate and Airport shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Permittee's obligation to pay rent or fees shall cease, however, nothing herein shall be construed as relieving Permittee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.
28. **FAA Approval.** This Permit may be subject to approval of the Federal Aviation Administration (herein referred to as the "FAA"). If the FAA disapproves the Permit, either party may terminate the Permit by providing written notice.
29. **Relationship of the Parties.** Permittee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Airport shall in no way be responsible therefore.
30. **Attorney's Fees and Costs.** In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Permit, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

31. **Waiver of Jury Trial.** The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Permit.
32. **Governing Law and Venue.** This Permit shall be construed in accordance with the laws of the State of Utah. Venue for any action brought regarding to this Permit shall be in Tooele County, Utah.
33. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Permit in which time of performance is a factor.
34. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Permit is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Permit and the same shall remain in full force and effect.
35. **Waiver.** No waiver of any provision of this Permit shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
36. **Miscellaneous.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Permit represents the complete Permit between the parties and any prior Permits or representations, whether written or verbal, are hereby superseded. This Permit may subsequently be amended only by written instrument signed by the parties hereto.

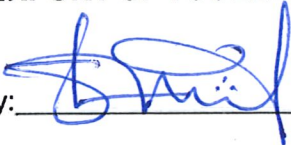
IN WITNESS WHEREOF, the parties hereto have made and executed this Permit by and through their respective representatives on the date first written above.

**Airport:**

**Permittee:**

AIRPORT OF TOOEELE

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



Name: \_\_\_\_\_

SHAWN MILNE

Title: \_\_\_\_\_

TOOELE COUNTY COMMISSIONER

Date: \_\_\_\_\_

5 JUNE 2020

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



Name: \_\_\_\_\_

PATRICK CONNELL

Title: \_\_\_\_\_

GENERAL MANAGER

Date: \_\_\_\_\_

6-1-20

Approved as to Form and Legality for the Use and Reliance of the Airport of Tooele.

# EXHIBIT A1



# EXHIBIT A2

# Aircraft Parking

Paved WWII Taxiway

75 Feet Wide

2,000 Feet Long

## Legend

- 2,000 Feet Long
- 75 Feet Wide

Google Earth

700 ft

