

WENDOVER AIRPORT PROPERTY RENTAL AGREEMENT
Reference No. W-8212021

THIS AGREEMENT is made and entered into this 1st day of February 2021 by and between TOOELE COUNTY WENDOVER AIRPORT (Lessor), and Silverzone Construction, LLC (Lessee), of The State of Nevada.

LESSOR AND LESSEE AGREE AS FOLLOWS:

1. **PROPERTY DESCRIPTION.** Lessor hereby leases unto Lessee the following described premises at the Wendover, Utah Airport (Leased Premises): Building #821, also known as the armament building, containing 7,620 square feet, and an area of land directly north of the armament building. The total area of land is 12,380 square feet. The armament building is to be used for office space, storage, a maintenance shop, and for no other purpose without the prior written consent of Lessor. The land is to be used for parking and for no other purpose without the prior written consent of Lessor.
2. **RENT.** Lessee agrees to pay Lessor as rent for the Leased Premises the sum of the following:
March 20
Beginning February 1, 2021 and continuing through July 1, 2021:
Future Armament Building: 7,620 square feet @ \$.30 per year = \$2,286
Total: \$2,286 per year = **\$190.50 per month**

Beginning August 1, 2021:
Future Armament Building and Land: 20,000 square feet @ \$.30 per year = \$6,000.00
Total: \$6,000.00 per year = **\$500.00 per month**

The rental payment must be paid by the first day of each month beginning February 1, 2021. Rent may be paid in advance.
3. **TERM.** This agreement begins on the 1st day of February 2021 and continues for a period of 10 years unless terminated as herein provided. Any holding over after expiration, with the consent of Lessor, will be construed as a month-to-month tenancy in accordance with the terms of this agreement.
4. **LATE CHARGES.** Without having any other right of action available to Lessor, in the event of default in payment of rent for a period of ten (10) days, Lessee agrees to pay Lessor a late charge of ten percent (10%) of the monthly rent each month the rent is not paid. Lessee agrees further to pay thirty dollars (\$30.00) for each dishonored check.
5. **APPLICATION OF LAST MONTH'S RENT.** In the event of any breach or violation by Lessee of any of the terms and conditions of this agreement, it is agreed that Lessor may apply the deposited estimated last month's rent, if paid, against any damages, but this in no way is to be construed as a liquidated damage settlement.
6. **SECURITY DEPOSIT.** The security deposit set forth above, if any, secures the performance of Lessee's obligations. Lessor may, but is not obligated to, apply all or portions of said deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee has no right to apply security deposit in payment of the last month's rent.
7. **DEPOSIT REFUNDS.** Any returnable deposits will be delivered or mailed to Lessee within fifteen (15) days of termination of tenancy or within fifteen (15) days of receipt of Lessee's new mailing address, whichever is later. If there is damage to the rental premises, the refund period will be extended to thirty (30) days.
8. **REIMBURSEMENT BY LESSEE.** Lessee agrees to reimburse Lessor promptly for the cost of any loss including, but not limited to, the following: (a) Loss from property damage; (b) Cost of repairs; (c) Cost of repair services; (d) Loss caused by negligence or improper use by Lessee, his agents, family, or guests.

Such reimbursement is due when Lessor makes demand. Lessor's failure to demand damage reimbursement, late-payment charges, returned check charges, or other sums due by Lessee shall not be deemed a waiver, and Lessor may demand same at any time, including after move-out.

9. ESCALATION CLAUSE.

10. MULTIPLE OCCUPANCY. It is expressly understood that this agreement is between Lessor and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory is responsible for timely payment of rent and all other provisions of this agreement.

11. SIGNS. Lessee may not erect or display any signs on the Airport or the Leased Premises without the prior written approval of Lessor. Approval must not be unreasonably withheld. All signs must be consistent with any overall signing program established or to be established by Lessor.

12. PETS. No pets are allowed on the premises without the prior written consent of Lessor. The unauthorized presence of a pet will subject Lessee to penalties, damages, deductions, and termination. If approved to be on the premises, pets must not be allowed to become a nuisance including, but not limited to, the following: Pets may not (a) bark or whine, (b) stray or roam without a handler and a leash, or (c) urinate or defecate in unauthorized areas.

13. CONDITION OF LEASED PREMISES. Lessee accepts the Leased Premises in its present condition ("as is") subject to and including all defects, latent and patent.

14. ALTERATIONS. Lessee must obtain the prior written approval of Lessor before making or causing to be made any alterations, changes, or additions to the Leased Premises. In addition, plans and documents for any heating or cooling source added to the building must be submitted by a licensed contractor to Lessor prior to any work or installation. These plans will be reviewed, and the building inspected for the planned installation by Lessor and Wendover City and/or Tooele County fire departments. Approval will be given pending adherence to all appropriate building codes. Inspection of the final installation by said fire departments will be required prior to operation of such equipment.

If alterations are approved, Lessee is responsible for all costs. Furthermore, Lessee agrees that he will not make any exterior changes to the airfield; i.e., new construction or removal of existing structures, without first submitting plans by a licensed contractor to Lessor who will advise the Utah State Historic Preservation Officer (SHPO). Changes will not be made until approval from Lessor and the SHPO are received.

If alterations are approved, Lessee agrees to the following State Historic Preservation Office requirements:

(a) Property will be used as it was historically, or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationship;

(b) The historic character of the property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided;

(c) The property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research;

(d) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(e) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Lessee agrees that he will make no changes in the Leased Premises which are not in conformity with the airport layout map as approved by the F.A.A.

During the first two years of the rental Agreement Lessee agrees to restore the building to its original state.

15. **NUISANCE.** Lessee must not commit any nuisance on the leased premises. Noises and odors must be kept to a minimum so as not to disturb neighbors. Lessee must regularly dispose of refuse and keep parking, common areas, and areas between buildings clean. If the leased portion of land directly north of the armament building becomes cluttered or unsightly, Lessee will erect a privacy fence tall enough to hide personal property.
16. **BOND AND FIXTURES.** If Lessee obtains approval to alter the Leased Premises, Lessee must obtain a bond to protect mechanics and material men and provide Lessor with a copy of the bond. All material alterations and material fixtures become property of Lessor immediately upon completion of the alteration or addition of the fixture and must remain upon and be surrendered with the Leased Premises at the expiration of this lease.
17. **RIGHTS OF THE UNITED STATES GOVERNMENT.** Lessee understands and agrees that this lease is subject to the provisions of Subparagraph G of Paragraph 6 of the Quitclaim Deed from the United States of America to Tooele County, recorded as Entry 112395, Book Number 509, Pages 106-150, in the Tooele County Recorder's Office, Tooele, Utah 84074. Lessee agrees that in the event the United States of America exercises any of its rights pursuant to said Subparagraph G of Paragraph 6 or any other provisions of said deed, Lessor is not liable for any damages occasioned thereby. Lessee further agrees to vacate the Leased Premises within the time required by the United States of America or any of its agencies, if this option is exercised.
18. **OBSTRUCTIONS.** Lessee agrees for himself and any successors not to make any alterations or construct any obstructions according to the standards prescribed in Part 77 of the Federal Aviation Regulations.
19. **TAXES.** Lessee agrees to pay any tax levied by any taxing authority on his personal property, improvements, alterations, or fixtures made to the Leased Premises by Lessee.
20. **RULES AND REGULATIONS.** In conducting his operations hereunder, Lessee must comply with all applicable laws and regulations including, but not limited to, the following: (a) Laws of the United States of America; (b) Laws of the State of Utah; (c) Lawful rules and regulations promulgated by the F.A.A., with reference to aviation, air navigation, and airport security now in force or hereafter prescribed; or (d) All fire codes and security regulations.
21. **OPERATION AS PUBLIC AIRPORT.** Lessor covenants to operate and maintain the Airport as a public airport consistent with and pursuant to its quitclaim deed.
22. **NONDISCRIMINATION.** Lessee agrees not to discriminate against any person or entity on the grounds of race, color, or national origin, and to treat the public in a fair and equal manner.
23. **TERMINATION BY LESSEE.** This rental agreement is subject to cancellation by Lessee after the happening of one or more of the following:
 - (a) The permanent abandonment of the Airport as a public facility;
 - (b) The lawful assumption by the United States Government or any authorized agency thereof, in such a manner as to substantially restrict Lessee for a period of more than thirty (30) days;
 - (c) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default within a period of thirty (30) days after receiving written notice from Lessee to remedy the default; or
 - (d) Any other activity beyond the reasonable control of Lessee which substantially restricts Lessee's use of the Leased Premises for a period of more than thirty (30) days.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the applicable time periods. The termination date for this agreement shall be the date the written notice is executed. Rent and fees due hereunder are payable only to the date of said termination.

24. TERMINATION BY LESSOR. This lease may be cancelled by Lessor if Lessee:

- (a) Is in arrears in the payment to Lessor of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days;
- (b) Abandons the Leased Premises; or
- (c) Defaults in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of fifteen (15) days after receipt of written notice from Lessor of the default, whatever the reason which renders Lessee unable to perform on a day-to-day basis the purpose or purposes for which the premises are leased.

If any of the events mentioned above occur, Lessor may take immediate possession of the Leased Premises after cancellation without further notice to Lessee and at Lessor's option, remove Lessee's personal property and equipment. Upon such entry, this agreement terminates. Lessee's personal property and equipment will be tendered to Lessee upon payment of all rent due hereunder up to the date of termination, including storage costs, plus costs to cover any and all damage caused by Lessee.

25. ABANDONMENT. Abandonment occurs if: (a) Without notifying Lessor, Lessee is absent for fifteen (15) days while rent is due and Lessee's possessions remain in the Leased Premises; or (b) Without notifying Lessor, Lessee is absent for three (3) days while rent is due and Lessee's possessions have been removed from the Leased Premises.

If Lessee abandons the Leased Premises, Lessor must re-take the Leased Premises and attempt in good faith to re-rent at fair market value.

Lessee is liable for the entire rent due for the remainder of the term or the cost of re-renting the Leased Premises including: (a) Rent lost, (b) The cost of restoring the Leased Premises to the condition at the time it was rented, and (c) Reasonable fees for re-renting the Leased Premises.

If Lessee has abandoned and left personal property in the Leased Premises, Lessor may remove and store it and give Lessee notice of this action. Lessee may obtain his property by paying moving and storage costs. If Lessee fails to claim the property within thirty (30) days of notice, Lessor must make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount Lessee may owe.

26. ASSIGNMENT AND SUBLEASING. Lessee must not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this lease without written consent of Lessor.

27. UTILITIES. To be paid by Lessee.

28. INSPECTION OF PREMISES. Lessor, Wendover Airport Fire Department, Wendover City Fire Department, Tooele County Fire Marshall, authorized representatives, agents, or licensed third parties may enter upon the Leased Premises at any time if reasonable notice is given. **An annual fire inspection shall be performed with the Lessee present.** Any fire or other code violations must be remedied and approved in less than 15 days. Failure to comply with the inspection and remedies may result in termination of the Rental Agreement. Lessor does not require inspection of any material that has a need for a military security clearance.

29. SPONSOR'S ASSURANCES. This agreement is subordinate to the provisions of any existing or future agreements between Lessor and the United States Government, relative to the operations or maintenance of the Airport.

30. RIGHT OF FLIGHT. Lessee understands and agrees that Lessor reserves the right of flight for the passage of aircraft above the surface of the Leased Premises hereunder in accordance with Federal Aviation Administration

Standards, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft.

31. **RE-DELIVERY OF PREMISES.** Lessee must, upon termination of this agreement, quit and deliver up the Leased Premises to Lessor peaceably, quietly, and in as good order and condition as the same now are or may hereafter be improved by Lessee or Lessor, with reasonable use, wear, tear, and deterioration excepted, and subject to the other provisions herein contained with respect to improvements.
32. **POSSESSION.** If Lessor is unable to deliver possession of the premises as agreed, Lessor is not liable for any damage caused. Lessee is not liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered as agreed above.
33. **RELEASE OF LIABILITY.** Lessor is not liable for any damages or losses to persons or property caused by others including, but not limited to, the following: (a) Acts of God; (b) Acts of war; (c) Acts of terrorism; (d) Criminal acts; or (e) Negligent acts.

Lessee must secure adequate insurance to protect property and persons under Lessee's control. If Lessee fails to secure adequate insurance, Lessee is deemed to be in default of this agreement.

If any of Lessor's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this agreement, such employees are deemed the agent of Lessee regardless of whether payment is arranged for such service, and Lessee agrees to hold Lessor harmless from all liability in connection with such services.

34. **SUCCESSORS.** This agreement binds and inures to the benefit of any successor, assignee, or sub-lessee of Lessee.
35. **NON-WAIVER.** Any waiver of any breach of covenants herein contained are not deemed or considered as a continuing waiver and do not operate to bar or prevent the waiving party from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
36. **NOTICES.** Notices to the parties provided for herein are sufficient if sent by certified mail, postage prepaid to:

To Lessor: Wendover Airport
Airport Director or Manager
P.O. Box 159
Wendover, Utah 84083
435-843-3360

To Lessee: Jess Wiberg
Clifton Manor
P.O. Box 1002
Wendover, UT 84083
435-760-4194

JessWiberg@Clifton-Manor.com

37. **LEASED PREMISES PHYSICAL SURVEY AND INSPECTION REPORT.** Not Applicable
38. **REPAIR AND MAINTENANCE REPORT.** Not Applicable

39. **ATTORNEY'S FEES.** Prevailing parties are entitled to reasonable costs and attorney's fees in any action brought at law or in equity including, but not limited to, the following: (a) Actions to recover any rent under this agreement; (b) Actions on account of any breach of this agreement; (c) Actions to enforce or interpret any of the covenants, terms, or conditions of this agreement; or (d) Any actions to recover the possession of the Leased Premises.
40. **TIME.** Time is of the essence of this agreement.
41. **ORDINANCES AND STATUTES.** Lessee and Lessor must comply with all laws, health codes, and regulations of all municipal, state, and federal authorities. **Lessee acknowledges that there will be no smoking in any Airport building, or within 25' of building entries.**
42. **GOVERNING LAW.** This agreement is governed by Utah Law.
43. **ENVIRONMENTAL ISSUES.** Lessee agrees that no hazardous substances will be used or stored in the building without disclosure to Lessor and written agreement by Lessor to allow the use of such substances. Lessee agrees to keep the building and grounds free and clear of any hazardous or toxic wastes. Lessee agrees to pay for cleanup of any use of the property causing or resulting in environmental problems or contamination.
44. **INVENTORY.** The following furnishings and inventory are part of this agreement:
---none---
45. **ADDITIONAL TERMS AND CONDITIONS.**
- a. Lessee shall insure that a 10 lb. type AB fire extinguisher is to be provided for each 1,000 square feet of building space and these are to be kept in visible locations with no obstructions placed that would hide the extinguishers from view.
 - b. Lessee shall be responsible to ensure that the Building is locked at all times when no one is present in the building.
46. **EXHIBITS.** The following exhibits, if any, have been made a part of this agreement:
47. **MODIFICATION.** This agreement may only be modified by a writing signed by both parties.
48. **SEVERABILITY.** If any part of this agreement is declared invalid, that declaration does not invalidate the remaining parts of this agreement.
49. **MERGER.** This agreement constitutes the final and complete written expression of the agreement between the parties with respect to the Leased Premises. Any and all representations, promises, warranties, or statements by either party that differ in any way from the terms of this lease shall be given no force or effect.

I have read this agreement, I understand it, and I sign it freely.

Jess Wiberg (Clifton Manor)
LESSEE (print name)

Sign Name

Title

Dated:

Lisa Dunn
LESSOR, TOOELE COUNTY (print name)

Sign Name

Airport Director

Dated: