

**HANGAR ROW ADDENDUM TO SEPTEMBER 19, 2017 REVISION OF  
AIRPORT STANDARD NON-REVERSIONARY GROUND LEASE**

PREFACE. The following are in addition to or replace the section cited in the Sep 9, 2017 Revision of the Airport Standard Non-Reversionary ground lease. This Addendum shall override any conflicting items in the lease:

ARTICLE I. PREMISES

A. The City hereby leases to Lessee the Premises/Parcel of land only which is known as \_\_\_\_\_ at the Heber City Airport\, Wasatch County Utah more fully described on Exhibit "A" attached and made part hereof.

B. The Premises/Parcel described in Exhibit "A" consists of the Hangar footprint, plus twenty (20) feet in front of and the full width of the Hangar, plus twenty (20) feet behind and the full width of the Hangar.

ARTICLE II. TERM

A. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a duration of ten (10) years, hereinafter the "Initial Term," unless sooner terminated in accordance with the provisions hereof.

[Paragraph B. is unchanged]

[Delete Paragraph C.]

ARTICLE XIII. FIRST RIGHT OF REFUSAL OF SALE OF HANGAR

[Paragraph A. is unchanged]

B. In the event the hangar is sold prior to the end of the Lease Term:

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1. The City may write a new lease for the Buyer, or assign the existing addendum and lease to the Buyer, provided:

[Subparagraphs a. and b. are unchanged]

2. In the event of any transfer or sale of any Hangar Row lease, a transaction fee shall be assessed and paid to the City prior to the new lease being issued.

a. Fifty percent (50%) of the sales price or the current assessor's valuation, whichever is higher, if such occurs within the first year of the commencement of this Hangar lease and Addendum.

b. Forty percent (40%) if during the second year.

c. Thirty percent (30%) if during the third year.

d. Twenty percent (20%) if during the fourth year.

e. Ten percent (10%) if during the fifth year.

f. One percent (1%) during any subsequent year.

#### ARTICLE XVII. THE CITY'S RIGHT OF CANCELLATION

[Paragraphs A. and B. are unchanged]

C. The City reserves the right to terminate this Agreement without having to pay any consideration to Lessee at any time upon giving twelve month's written notice to Lessee; so long as the City Council, in its sole discretion, has determined that the City needs the Leased Parcel of Land for public purposes in accordance with, and displayed in, the then current FAA approved Airport Layout Plan (ALP). In such case, the City will bear the cost of removing the Hangar and restoring the land as needed.

1. In the event that all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain, all lease fees and taxes payable hereunder with

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respect to that portion of the Leased Premises taken shall no longer be payable. If a portion of the Leased Premises is so taken, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article VI. hereof; then this Agreement shall terminate at Lessee's election; Lessee's obligation to pay lease fees and taxes and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking.

[Delete Paragraph 2.]

[Paragraph 3. remains unchanged]

**[SIGNATURE PAGE TO LEASE ADDENDUM FOLLOWS]**

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**Signature Page to Lease Addendum**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, 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.

HEBER CITY, a Municipal Corporation

LESSEE:

APPROVED:

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

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