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**NORTHEAST WYOMING REGIONAL AIRPORT  
COMMERCIAL LAND LEASE AGREEMENT**

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**THIS AGREEMENT** made and entered into by and between the Northeast Wyoming Regional Airport Board of 2000 Airport Rd., Ste. 108, Gillette, Wyoming 82716 (LESSOR), and Habitat Management, Inc., 14 Inverness Drive East, Ste. G-228, Englewood, CO 80112 (LESSEE).

**WHEREAS**, LESSEE desires to lease from LESSOR a tract of land to conduct a commercial enterprise on the property owned by Northeast Wyoming Regional Airport in Campbell County, Wyoming; and

**WHEREAS**, the parties have agreed upon terms and conditions as herein after described.

**NOW, THEREFORE**, it is understood and agreed as follows:

**TERM AND PREMISES.** LESSOR shall lease to LESSEE a tract of land located on LESSOR'S property identified on Exhibit A attached hereto and by this reference incorporated herein. The term of said Lease shall be for an approximate period of five (5) years commencing on the 1<sup>st</sup> day of September 2021, and terminating on June 30, 2026, under the provisions of this Lease Agreement.

**PAYMENT.** The annual rental payment for the premises shall be the sum of \$.20 per square foot. The premises consists of 22,500 square feet, therefore, the annual payment shall be the sum of Four Thousand five hundred Dollars (\$4,500) payable at the commencement of the lease term (September 1 of each year) and at the beginning of each lease term thereafter. The lease rental amount may be adjusted up or down annually to stay consistent with other airport ground leases at the discretion of LESSOR.

**USE OF PREMISES.** The parties hereto agree that the premises leased herein shall be used in connection with the operation of an environmental consulting firm. LESSEE covenants and agrees that the operation of its business shall not violate any FAA regulations or cause LESSOR to be in violation of any FAA regulation. A violation of this provision shall constitute sufficient grounds for cancellation of this Lease.

**COMPLIANCE WITH RULES AND REGULATIONS.** LESSEE shall comply with all Airport instructions, rules, regulations and minimum standards as well as all Local, State and Federal ordinances, regulations and laws presently in effect or as may be imposed or amended in the future. LESSEE hereby acknowledges receipt of the existing rules, regulations and minimum standards of the Airport.

**MAINTENANCE OF PREMISES.** LESSEE shall maintain the premises in a neat condition and shall not allow the accumulation of junk or debris around the premises. LESSEE shall remove snow from the area of the leased premises. LESSEE'S snow removal shall not interfere with other Airport facilities or activities. LESSEE shall mow or otherwise keep grass and weeds trimmed. All of the foregoing items shall be performed at LESSEE'S sole expense. If maintenance is not performed within ten (10) days of written notice, the maintenance may be performed by LESSOR at the absolute discretion of LESSOR and at the reimbursable expense of LESSEE.

Any additional improvements or buildings to be constructed on the premises must be approved by LESSOR.

**TAXES.** LESSEE shall pay any and all taxes assessed on any improvements existing or hereafter erected on the leased premises.

**PURCHASE BY LESSOR.** If at any time during the term of this Lease, any formal extension thereof or termination of this Lease should LESSOR desire to purchase the facilities and improvements on the demised premises, the purchase price for said improvements and facilities shall be not less than their depreciated value as shown on the books of LESSEE or the market value thereof, whichever is greater.

Alternatively, upon termination of this Lease, LESSEE may remove or otherwise dispose of any building and improvements owned by LESSEE which shall be accomplished within thirty (30) days after termination of this lease; failure in which title to said building and improvements shall vest in LESSOR.

LESSEE may sell or otherwise convey its interest in the buildings and improvements to another individual or entity for purposes of conducting a commercial enterprise on said premises but only with the prior written approval of LESSOR.

**INSURANCE.** LESSEE shall maintain an all risks liability policy in effect on the demised premises which shall name LESSOR as an additional loss payee. LESSEE will need to make sure the insurance requirements of the Airport minimum standards are met but in no event shall the comprehensive policy of insurance be less than a combined single limit - \$1,000,000 aggregate, for each accident/ occurrence. A copy of said policy and certificate of insurance shall be deposited with LESSOR and made a part of this agreement. Failure to submit proof of such insurance shall be sufficient grounds to terminate this Lease.

**DEFAULT.** Any of the following events shall be considered a default under the terms of this Lease agreement:

1. Failure to comply with any terms or provisions of the agreement.
2. Failure to pay when due any rent or other payments required by this agreement.
3. Failure to provide insurance as required herein.
4. Filing of a bankruptcy petition or other insolvency.
5. Failure to keep in good standing with the Wyoming Secretary of State's Office.

Upon the occurrence of any of the above events, a default will have occurred and LESSOR, at its option, may declare the lease term ended and may enter and retake possession of the premises with or without process of law. It at any time said lease term shall be ended by the election of the LESSOR or in any other way, the LESSEE, its successors, agents or assigns agree to surrender and deliver up the premises peaceably to the LESSOR. Upon such termination, LESSEE may remove the building, improvements and all property of the LESSEE so long as removal is accomplished without waste or damage to the property of LESSOR and is accomplished within thirty (30) days of the end of the lease term. If LESSEE remains in possession of the leased premises after the termination of the lease term by default or otherwise for more than thirty (30) days after notice, LESSEE shall be deemed guilty of forcible entry and detainer and shall be subject to the statutory provisions for eviction and removal or, at the sole option of LESSOR, LESSOR may retake possession without process of law and dispose or make use of all buildings, improvements and property still remaining on the leased premises.

**ATTORNEY FEES.** The parties hereto agree that in the event either party finds it necessary to take legal action to enforce any of the terms or provisions of this agreement, the successful party shall be entitled to recover from the unsuccessful party all costs and expenses,

including attorney fees.

**MISCELLANEOUS PROVISIONS.** It is further understood and agreed that in order to comply with the requirements of the federal and state regulations pertaining to use agreements at airports affected by grant agreements that:

- a) LESSEE (licensee, contractor, etc.) in the operations to be conducted pursuant to the provisions of this lease and otherwise in the use of the airport, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, sex, or national origin in any manner prohibited by Part 23 of the regulations of the office of the Secretary of Transportation, or any amendments thereto. The LESSOR reserves the right to take such action as the United States government may direct to enforce this covenant.
- b) LESSEE (licensee, contractor, etc.) shall furnish its accommodations and/ or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the LESSEE (licensee, contractor, etc. ) may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- c) LESSEE (licensee, contractor, etc.) shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, or national origin.
- d) Non-compliance with provisions; a, b and c above shall constitute a material breach thereof and in the event shall have the right to terminate this lease (agreement, contract, etc.) and the estate hereby created without liability therefor or at the election of the Northeast Wyoming Regional Airport Board or the United States either or both said governments shall have the right to judicially enforce said provisions; a, b and c.
- e) LESSEE (licensee, contractor, etc. ) agrees that it shall insert the above four provisions in any lease (agreement, contract, etc.) by which said LESSEE (licensee, contractor, etc. ) grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the

premises herein leased.

- f) The LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.
- g) The LESSOR reserves the right, but shall not be obligated to the LESSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
- h) This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States, relative to the development, operation or maintenance of the airport.
- I) LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- j) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- k) There is hereby reserved to the LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together inherent in the operation of aircraft such noise as may be used for navigation of or flight in the air, using said airspace of landing at, taking off from or operating on the Northeast Wyoming Regional Airport.
- l) The LESSEE by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object not permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 4380 feet. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the land leased hereunder and to remove

the offending structure or object and cut to offending tree, all of which shall be at the expense of the LESSEE.

- m) The LESSEE by accepting this lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Northeast Wyoming Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, hereby leased and cause the abatement of such interference at the expense of the LESSEE.

**DATED THIS** \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

**LESSOR:**  
**NORTHEAST WYOMING REGIONAL AIRPORT BOARD**

**BY:**

**LESSEE:**  
**HABITAT MANAGEMENT, INC.**

**BY:**  
**Wayne R. Erickson, President**

**STATE OF COLORADO )**  
**) §**  
**COUNTY OF \_\_\_\_\_)**

The foregoing was subscribed to before me by Wayne R. Erickson, as President of Habitat Management, Inc. on this \_\_\_\_\_ Day of \_\_\_\_\_ 2016.

Witness my hand and seal.

Notary Public

My commission expires: