

**MASON COUNTY BUILDINGS, PLANNING, DRAINS, & AIRPORT COMMITTEE**

**Meeting will be at the conference room at the Mason County Airport Terminal**

**October 24, 2024**

**3:15 PM**

**A. Roll Call**

**B. Approval of the Agenda**

**C. Approval of the Minutes**

**D. Reading of Correspondence**

**E. Limited Public Comments**

**F. Committee Work**

1. Consideration of proposed uses for DNR property being offered for sale
2. Consideration of the 2024 Special Assessment Levy
3. Consideration of property lease for Hangar #18 due to private sale.
4. Consideration of 2025 thru 2027 Hangar and Property Lease templates
5. Consideration of FAA Flight Check Reimbursable Agreement for Runway 8 PAPI, Runway 26 REIL and MILRS for Runway 8 & 26
6. Discussion on MDOT Aeronautics Obstruction Evaluation
7. Consideration of an option of a lease agreement for County owned property

**G. Limited Public Comments**

**H. Any other business**

**I. Adjournment**

**Mason County Buildings, Planning, Drains, & Airport Committee Meeting  
September 23, 2024**

Commissioner Hull called the Buildings, Planning, Drains & Airport Committee Meeting to order at 3:00 p.m. in the conference room of the Mason County Airport, 5300 W. US Hwy. 10, Ludington, Michigan 49431. Members Present: Hull, Andersen, and Krieger. Absent: None. Others present: Administrator Knizacky, Deputy Administrator Szczypka, Airport Manager O'Connor, and Clerk Kelly. Members of public: none.

Motion by Andersen and seconded by Krieger to approve the agenda with the addition of a quote from Heirloom construction. Motion carried.

Motion by Krieger and seconded by Andersen to approve the minutes from August 27, 2024. Motion carried.

**Correspondence:** None.

**Limited Public Comments:** None.

**Consideration of a proposal for sidewalk plowing at the Mason County Airport:** Airport Manager O'Connor reviewed the request to have Cooper Lawn Care provide sidewalk plowing. No increase in fees from the 2023-2024 season was noted (\$70/hr.). Motion by Andersen seconded by Krieger to send to the full Board the consideration of a proposal for sidewalk plowing at the Mason County Airport from Cooper Lawn Care. Motion carried.

**Consideration of a report on the PA system for the conference room at the Mason County Airport:** Continued discussion. No action taken.

**Consideration of a request to hold an event at the Mason County Courthouse Lawn:** The Committee reviewed the request from Northwest Michigan for Reproductive Freedom to utilize the courthouse lawn on September 28, 2024 from 11 to 3 p.m. Motion by Krieger and seconded by Andersen to approve the request to hold the event on September 28, 2024 from 11 a.m. to 3 p.m. Motion carried.

**Consideration of Heirloom Construction estimate to remodel for a new courtroom:** Motion by Andersen and seconded by Hull to send the consideration of Heirloom Construction's estimate to remodel for a new courtroom to the full Board with the recommendation not to support the current bid. Motion carried.

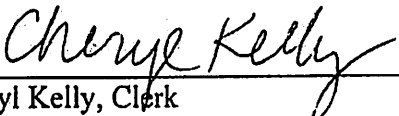
**Limited Public Comment:** None.

**Any other business:** Administrator Knizacky informed the Committee that the County officially signed for the purchase of the church building property and a warranty deed and been filed. Noted was the church has a two-year lease on the property.

Administrator Knizacky also noted that he and Deputy Szczypka have been working on the Chill Grant Applications and had not submitted applications for the DNR parcels at this time. He did note that the State has the option to do an appraisal on these parcels at the County's expense.

Sixty-eight applicants had applied for the Chill Grant and the State continues to provide new guidelines. The most recent guidelines remove projects involving wells, septic, hazardous tree removal, partial roof repair. Currently, Mason County may have six applications that are eligible.

The meeting was adjourned at 3:53 p.m.

  
Cheryl Kelly, Clerk

Oct. 14, 2024

A committee of Mike Genter, Brian Koblinski, Wayne Andersen, Deb Roberts and Steve Begnoche met Oct. 11 at 10 a.m. at the Mason County Campground office to discuss possible uses for three parcels of property Michigan DNR has offered to the county.

Parcel 53-002-890-07 @ 53-002-890-021-17, off South Walhalla Road. Approx 340 acres.

If the county were to acquire this parcel, we'd suggest usage be continued pretty much as is with the addition of a small picnic area next to the boat launch/parking lot and formalizing the current angler trail into an improved, but rustic natural surface trail. Much of the land south of the river appear wetland and we don't suggest doing anything with it other than leaving it in its natural state. It might make sense to enroll it in conservation program without development. We didn't discuss the area north of the river since access is limited to a very rustic two track (Larson Road) and we didn't see if it actually goes all the way to the property. There may be a future use for that higher ground, but initial thoughts are to leave it in its undeveloped state.

Parcel 53-002-890-024-75, 40 acres off S. Landon Road, along PM River, Branch TWP.

Since the USFS maintains a boat launch just across Landon Road from the site, our initial thoughts are if acquired conservation/preservation undeveloped use likely is the best use. If access can be assured, a trail or small picnic area might be appropriate. The federal access site doesn't have picnic facilities.

Parcel 53-10-890-034-400-11, 11.86 acres with Lk Mich frontage, access off South Lakeshore Drive.

This parcel would be suitable for a lake overlook, picnic area, a birding trail and parking. Being close to our existing picnic area and campground, it would add a lakefront feature of our own to what we lease from Consumers Energy. It seem a good fit. Since the south property line is at about Chauvez Road, we would want to connect the current park with it via a trail, if we can find a willing landowner to allow/lease us access.

The area is overgrown with autumn olive currently and many of the native trees have been spray-painted in fluorescent painted designs. We want to remove the autumn olive, figure out what other trees can be saved and then rejuvenate and replant the landscape. This parcel is a candidate for a small arboretum of native plants, perhaps with the assistance of local garden clubs, conservation district, or others interested parties.

These are initial thoughts. We are open to ideas.

Steve Begnoche

**2024  
Special Assessment Levy Report**

	District		Amber 001	Branch 002	Custer 003	Eden 004	FreeSoil 005	Grant 006	Hamilin 007	Pere Marquette 010	Riverton 011	Shenden 012	Sherman 013	Summit 014	Victory 015	Ludington 051	Mason	MDO1	Row
1	Pleiness Lake Improvement District lake improvement district	3 of 5				20,866.66													20,866.66
2	Thunder Lake Improvement District lake improvement district	2 of 5										19,814.38							19,814.38
3	Bass Lake Improvement District lake improvement district	4 of 5												104,221.63					104,221.63
4	Lincoln Lake Improvement District lake improvement district	3 of 5							11,916.68	22,425.61									34,342.29
5	Round Lake Improvement District lake improvement district	4 of 5										36,374.45							36,374.45
6	Ford Lake Improvement District lake improvement district	1 of 5										37,481.89							37,481.89
Column Totals:																			
	districts		0.00	0.00	0.00	20,866.66	0.00	0.00	11,916.68	22,425.61	0.00	93,670.72	0.00	104,221.63	0.00	0.00	0.00	0.00	253,101.30
	at large		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
	Total		0.00	0.00	0.00	20,866.66	0.00	0.00	11,916.68	22,425.61	0.00	93,670.72	0.00	104,221.63	0.00	0.00	0.00	0.00	253,101.30
As presented to Mason County Board of Commissioners: DATE -																			

## **AIRPORT PROPERTY LEASE AGREEMENT**

1. **Parties to the Lease-** The parties to this lease are the County of Mason, a Michigan municipal corporation, as landlord and lessor, referred to in this lease as "County" and Plane Site LLC, as tenant and lessee, referred to in this lease as "Renter." The Airport Manager employed by the County to operate the Mason County Airport is referred to as "Airport Manager." The Buildings, Planning, Drains, and Airport Committee of the Mason County Board of Commissioners is referred to as the "BPDA Committee."
2. **Term of the Lease-** The term of this lease is for a term, beginning on November 12, 2024 and ending on December 31, 2024, unless sooner terminated under the provisions of this lease.
3. **Description of Leased Property-** The property covered by this lease is located on the grounds of the Mason County Airport in Pere Marquette Township, Mason County Michigan, and is referred to as Hangar Number 18. The location of Hangar Number 18 is more particularly depicted in the diagram of the Mason County Airport at Attachment 1 to this lease.
4. **Rental Payment** Renter shall pay County \$0 for the term of this lease as the rent was prepaid through December 31, 2024 by the previous renter.
5. **Use of Leased Property-** This lease entitles the tenant to primarily use the leased property to house a hangar for the storage of an airworthy aircraft.
6. **Use of Airport Facilities-** This lease entitles the Renter to the nonexclusive use in common with other persons of airport facilities, including runways, aprons and other facilities for aircraft, and parking facilities for motor vehicles.
7. **Lease not Assignable or Transferable-** The rights and privileges granted to Renter in this lease are not assignable or transferable without the prior written approval of the BPDA Committee.
8. **Subleasing Prohibited-** Renter shall not sublease the leased property, or any part of it, to another person.
9. **Commercial Uses Prohibited-** Renter shall not operate a business or commercial enterprise on the leased property without the prior written approval of the BPDA Committee.
10. **Improvements and Maintenance by Renter-** Renter shall not make any improvements to or place a structure on the leased property without the prior written approval of the BPDA Committee of the Mason County Board of Commissioners. The term improvement includes but is not limited to grading of land, drilling of well, installing of underground electric, telephone or other cable or wire, sewers, septic tanks, and underground or above ground fuel tanks. All structures and improvements on the leased property shall comply with applicable building and maintenance codes. If the BPDA Committee permits Renter to make improvements, the Renter is responsible for all costs for such improvements, and is responsible for all maintenance and maintenance costs related to the improvement or structure. Renter shall keep the exterior of any improvement or structure on the leased property in tidy condition, and keep the grounds of the leased property reasonably free from weeds, rubbish and other unsightly objects. The County is entitled to lien against any improvement made on the leased property to secure payments due the County under this lease. Renter may perform ordinary maintenance on any structure, which is deemed to be Renter's personal property under

paragraph 5 of this lease without the prior written permission of the BPDA Committee, but only if the proposed maintenance activity to be performed does not involve structural changes to the structure or changes to the exterior appearance of the structure.

**11. County's Right to Enter Leased Premises-** The County has the right to enter the leased property to maintain and repair sewers, underground electric, telephone or other cable or wire, wells, and other structures or improvements provided by the County and for which the Renter is not responsible for maintenance under paragraph 10 of this lease. The County has the right to enter the leased property, including any improvement or structure on the leased property, for inspection purposes and for any purpose occasioned by emergency.

**12. Insurance Required-** Renter shall maintain liability insurance throughout the term of this lease with an insurance company authorized to do business in the State of Michigan, and provide written proof to the County that such coverage is in force. Renter's insurance policy shall contain provision for notification to the County at least 10 days prior to cancellation of the policy. Minimum coverage acceptable to the County is \$1,000,000.00 for personal injury to one person, \$1,000,000.00 for aggregate liability for all persons in one accident, and \$1,000,000.00 for property damage. The County of Mason shall be named as additionally insured on the renter's insurance policy.

**13. Hold Harmless-** Renter agrees to indemnify and hold the County harmless from all loss, injury or damage to person or property of Renter or other persons which may arise or be alleged to arise through or out of this lease or the rights and privileges granted under this lease, whether caused by fire, theft or otherwise.

**14. Duty to Defend-** Renter agrees that if any claim is made or suit is brought against the County for any claim, injury or damage which may arise or be alleged to arise through or out of this lease, Renter upon written notice from the County will defend, adjust or settle such claim or suit at Renter's sole cost and expense, and pay any such adjustment, settlement or judgment.

**15. Special Assessments-** Renter shall pay any taxes or special assessments legally levied by any governmental unit against the leased property and against any personal property, structure or improvement belonging to Renter located on the leased property. Nonpayment of any taxes or special assessment for 90 days after the due date is a default by Renter and grounds for cancellation of the lease by the County.

**16. Regulations Part of Lease-** The rules and regulations of the Mason County Airport, as they may be amended from time to time, and any state or federal rules and regulations imposed on the Mason County Airport are a part of this lease and Renter shall at all times comply with such rules and regulations.

**17. No Obstructions-** In using the leased property, Renter shall not make any obstruction or cause any inconvenience to the County in its business of operating the Mason County Airport, and shall not make any obstruction or cause any inconvenience to other renters or to the public using the facilities of the Mason County Airport.

**18. County's Right of First Refusal-** If during the term of this lease the Renter requests approval to transfer the Renter's interest in the building or structure on the leased property, the County shall have a right to purchase the building or structure from Renter on the same terms and conditions and at the same price as the offer the Renter wishes to accept. The County has 60 days from the date

Renter notifies the County in writing of the terms of the offer to notify Renter in writing that the County intends to exercise its right of first refusal. Closing on the transaction shall occur within 60 days after the County notifies Renter of its intent to exercise the right of first refusal.

19. **County's Option to Purchase-** At the termination of this lease, if the parties do not agree to renew or extend the lease, the County has the right to purchase the building or structure on the leased property from Renter. Unless the parties agree on a sale price, the procedure in this paragraph will be used to determine the sale price. Each party shall appoint a qualified appraiser who will submit a written appraisal specifying the fair market value on the property as of the date of the exercise of the option to purchase. The sale price shall be the average of these two appraisal reports. If the two appraisal reports differ by more than 15%, the parties will obtain a third MIA appraisal. The sale price shall be the average of the three appraisals. Each party bears the costs of the party's own appraisal, and the parties shall split evenly the cost of that appraisal. The closing on the transaction shall occur within 60 days after the receipt of the last appraisal.

20. **Removal of Building or Structure-** If after the expiration or termination of this lease the County does not exercise its option to purchase the building or structure on the leased property, the building or structure remains the personal property of the Renter. The Renter shall make all reasonable efforts to remove the building or structure from the leased property, and shall return the leased property to its condition prior to the obstruction of the building or structure. The Renter shall repair any damage done during the removal of the building or structure. If the Renter fails to remove the building or structure from the leased premises within 120 days after the expiration or termination of the lease, the building or structure shall be deemed to be abandoned by Renter and shall become the property of the County.

21. **Default-** The following acts constitute a default by the Renter, and entitle the County to cancel the lease and regard Renter as a tenant from month to month subject to eviction by legal process:

- A. Failure to pay rent as required in paragraph 4 of this lease.
- B. Failure to maintain an airworthy aircraft as required by paragraph 5 of this lease.
- C. Assigning or transferring Renter's interest in this lease without written approval in violation of paragraph 7 of this lease.
- D. Subleasing the leased property or any part of it in violation of paragraph 8 of this lease.
- E. Using the leased property for business or commercial use without permission in violation of paragraph 9 of this lease.
- F. Making any improvement on the leased property or the building or structure on the leased property without approval in violation of paragraph 10 of this lease.
- G. Failure to maintain insurance as required by paragraph 12 of this lease.
- H. Failure to pay taxes or special assessments as required by paragraph 15 of this lease.
- I. Violation of any rule or regulation made a part of this lease by paragraph 16.

J. Making any obstruction or causing any inconvenience to the County, other renters or the general public in violation of paragraph 17 of this lease.

K. Being adjudicated a bankrupt.

22. **Payments and Notices-** Any payments due under this lease shall be delivered or mailed to the Airport Manager in person or by ordinary mail. Any notices required to be given to the County under this lease shall be delivered or mailed to the County Administrator, Mason County Airport, 5300 W. US Highway 10, Ludington MI 49431.

23. **Rights Reserved by County-** The County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction and the right to prevent Renter from erecting or permitting to be erected any building or structure on the leased property which in the opinion of the County limits the usefulness of the airport or constitutes a hazard to aircraft. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Renter, and without hindrance or interference.

24. **Lease Subordinate-** This lease is subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan relating to the operation or maintenance of the airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for the development of the airport.

25. **Multiple Renters-** If paragraph 1 of this lease designates more than one person as Renter, the term Renter in the singular shall apply to all persons designated as Renter, and their liability under this lease shall be individual, joint and several.

26. **Termination of Lease for Medical Reasons-** If the Renter, or all the licensed pilots of corporate or multiple renters, become disabled for medical reasons and lose the right to be licensed as a pilot, the Renter may upon 3 months written notice terminate this lease.

27. **Date of this Lease.** This lease is entered by the parties on November 12, 2024.

LANDLORD- COUNTY OF MASON

RENTER

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Janet S. Andersen, Board Chair

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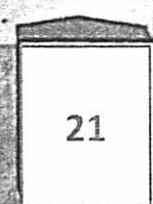
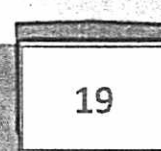
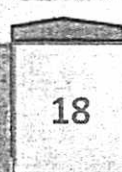
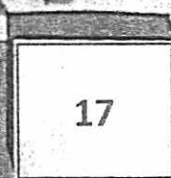
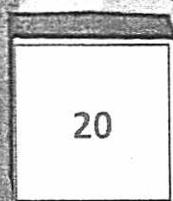
Edgar Struble, Owner  
Plane Site, LLC



## Attachment #1

6	5	4
7	8	9

11	12	13
14	15	16



## HANGAR LEASE AGREEMENT

1. **Parties to the Lease-** The parties to this lease are the County of Mason, a Michigan municipal corporation, as landlord and lessor, referred to in this lease as "County" and NAME, as tenant and lessee, referred to in this lease as "Renter." The Airport Manager employed by the County to operate the Mason County Airport is referred to as "Airport Manager." The Buildings, Planning, Drains, and Airport Committee of the Mason County Board of Commissioners is referred to as the "BPDA Committee."
2. **Term of the Lease-** The term of this lease is the period, beginning on January 1, 2025 and ending on December 31, 2027, unless sooner terminated under the provisions of this lease.
3. **Description of Leased Property-** The property covered by this lease is located on the grounds of the Mason County Airport in Pere Marquette Township, Mason County Michigan, and is referred to as Hangar Number TBD. The location of Hangar Number TBD is more particularly depicted in the diagram of the Mason County Airport T-Hangar at Attachment 1 to this lease.
4. **Rental Payment-** Renter shall pay County as rent payments in advance starting on January 1, 2025 in the semi-annual amount of \$TBD and on July 1, 2025 in the semi-annual amount of \$TBD. The rent amount for 2026 and 2027 will be computed as follows:

At the expiration of the initial one (1) year period and every year thereafter, during the term of this Agreement, commencing on the first (1st) day of December, the annual rate of rent shall be adjusted to the amount obtained by dividing the initial rental price of \$TBD per semi annum by the All Urban Consumers, U.S. city average, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, All Urban Consumers, U.S. city average,, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed. It is expressly understood that the rent will be adjusted in accordance with changes in the said Consumer Price Index once every year during the term and any extension(s) of this Agreement.

For purposes of this Agreement, the Consumer Price Index means the Index for All Items for All Urban Consumers, U.S. city average, as determined by the United States Department of Labor, Bureau of Statistics (CPI-W).

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account..

5. **Use of Leased Property-** This lease entitles the tenant to use the leased hangar for the storage of an airworthy aircraft.
6. **Use of Airport Facilities-** This lease entitles the Renter to the nonexclusive use in common with other persons of airport facilities, including runways, aprons and other facilities for aircraft, and parking facilities for motor vehicles.

7. **Lease not Assignable or Transferable-** The rights and privileges granted to Renter in this lease are not assignable or transferable without the prior written approval of the BPDA Committee of the Mason County Board of Commissioners.

8. **Subleasing Prohibited-** Renter shall not sublease the leased property, or any part of it, to another person.

9. **Commercial Uses Prohibited-** Renter shall not operate a business or commercial enterprise on the leased property without the prior written approval of the BPDA Committee of the Mason County Board of Commissioners.

10. **County's Right to Enter Leased Premises-** The County has the right to enter the leased property to maintain and repair sewers, underground electric, telephone or other cable or wire, wells, and other structures or improvements provided by the County. The County has the right to enter the leased property, including any improvement or structure on the leased property, for inspection purposes and for any purpose occasioned by emergency.

11. **Insurance Required-** Renter shall maintain liability insurance throughout the term of this lease with an insurance company authorized to do business in the State of Michigan, and provide written proof to the County that such coverage is in force. Renter's insurance policy shall contain provision for notification to the County at least 10 days prior to cancellation of the policy. Minimum coverage acceptable to the County is \$1,000,000.00 for personal injury to one person, \$1,000,000.00 for aggregate liability for all persons in one accident, and \$1,000,000.00 for property damage. The County of Mason shall be named as additionally insured on the renter's insurance policy.

12. **Hold Harmless-** Renter agrees to indemnify and hold the County harmless from all loss, injury or damage to person or property of Renter or other persons which may arise or be alleged to arise through or out of this lease or the rights and privileges granted under this lease, whether caused by fire, theft or otherwise.

13. **Duty to Defend-** Renter agrees that if any claim is made or suit is brought against the County for any claim, injury or damage which may arise or be alleged to arise through or out of this lease, Renter upon written notice from the County will defend, adjust or settle such claim or suit at Renter's sole cost and expense, and pay any such adjustment, settlement or judgment.

14. **Special Assessments-** Renter shall pay any taxes or special assessments legally levied by any governmental unit against any personal property, structure or improvement belonging to Renter located on the leased property. Nonpayment of any taxes or special assessment for 90 days after the due date is a default by Renter and grounds for cancellation of the lease by the County.

15. **Regulations Part of Lease-** The rules and regulations of the Mason County Airport, as they may be amended from time to time, and any state or federal rules and regulations imposed on the Mason County Airport are a part of this lease and Renter shall at all times comply with such rules and regulations.

16. **No Obstructions-** In using the leased property, Renter shall not make any obstruction or cause any inconvenience to the County in its business of operating the Mason County Airport, and

shall not make any obstruction or cause any inconvenience to other renters or to the public using the facilities of the Mason County Airport.

17. **Default-** The following acts constitute a default by the Renter, and entitle the County to cancel the lease and regard Renter as a tenant from month to month subject to eviction by legal process:

- A. Failure to pay rent as required in paragraph 4 of this lease.
- B. Failure to maintain an airworthy aircraft as required by paragraph 5 of this lease.
- C. Assigning or transferring Renter's interest in this lease without written approval in violation of paragraph 7 of this lease.
- D. Subleasing the leased property or any part of it in violation of paragraph 8 of this lease.
- E. Using the leased property for business or commercial use without permission in violation of paragraph 9 of this lease.
- F. Making any improvement on the leased property or the building or structure on the leased property without approval.
- G. Failure to maintain insurance as required by paragraph 11 of this lease.
- H. Failure to pay taxes or special assessments as required by paragraph 14 of this lease.
- I. Violation of any rule or regulation made a part of this lease by paragraph 15.
- J. Making any obstruction or causing any inconvenience to the County, other renters or the general public in violation of paragraph 16 of this lease.
- K. Being adjudicated a bankrupt.

18. **Payments and Notices-** Any payments due under this lease shall be delivered or mailed to the Airport Manager in person or by ordinary mail. Any notices required to be given to the County under this lease shall be delivered or mailed to the County Administrator, Mason County Airport, 5300 W. US Highway 10, Ludington MI 49431.

19. **Rights Reserved by County-** The County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction and the right to prevent Renter from erecting or permitting to be erected any building or structure on the leased property which in the opinion of the County limits the usefulness of the airport or constitutes a hazard to aircraft. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Renter, and without hindrance or interference.

20. **Lease Subordinate-** This lease is subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan relating to the operation or maintenance of the airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for the development of the airport.

21. **Multiple Renters-** If paragraph 1 of this lease designates more than one person as Renter, the term Renter in the singular shall apply to all persons designated as Renter, and their liability under this lease shall be individual, joint and several.

22. **Termination of Lease for Medical Reasons-** If the Renter, or all the licensed pilots of corporate or multiple renters, become disabled for medical reasons and lose the right to be licensed as a pilot, the Renter may upon 3 months written notice terminate this lease.

23. **Date of this Lease.** This lease is entered by the parties on January 1, 2025.

LANDLORD- COUNTY OF MASON                      RENTER

\_\_\_\_\_  
Janet S. Andersen, Board Chair

\_\_\_\_\_  
NAME

## **AIRPORT PROPERTY LEASE AGREEMENT**

1. **Parties to the Lease-** The parties to this lease are the County of Mason, a Michigan municipal corporation, as landlord and lessor, referred to in this lease as "County" and NAME as tenant and lessee, referred to in this lease as "Renter." The Airport Manager employed by the County to operate the Mason County Airport is referred to as "Airport Manager." The Buildings, Planning, Drains, and Airport Committee of the Mason County Board of Commissioners is referred to as the "BPDA Committee."

2. **Term of the Lease-** The term of this lease is for a term, beginning on January 1, 2025 and ending on December 31, 2027, unless sooner terminated under the provisions of this lease.

3. **Description of Leased Property-** The property covered by this lease is located on the grounds of the Mason County Airport in Pere Marquette Township, Mason County Michigan, and is referred to as Hangar Number TBD. The location of Hangar Number TBD is more particularly depicted in the diagram of the Mason County Airport at Attachment I to this lease.

4. **Rental Payment** Renter shall pay County as rent payments in advance starting on January 1, 2025 in the semi-annual amount of \$TBD and on July 1, 2025 in the semi-annual amount of \$TBD. The rates for 2026, and 2027 will be computed as follows:

On January 1, 2026 and every year thereafter, during the term of this Agreement, commencing on the first (1st) day of December, the annual rate of rent shall be adjusted to the amount obtained by dividing the 2025 rental price of \$TBD per square foot per annum by the All Urban Consumers, U.S. city average, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, All Urban Consumers, U.S. city average,, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed. It is expressly understood that the rent will be adjusted in accordance with changes in the said Consumer Price Index once every year during the term and any extension(s) of this Agreement.

For purposes of this Agreement, the Consumer Price Index means the Index for All Items for All Urban Consumers, U.S. city average, as determined by the United States Department of Labor, Bureau of Statistics (CPI-W).

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account.

5. **Use of Leased Property-** This lease entitles the tenant to primarily use the leased property to house a hangar for the storage of an airworthy aircraft.

6. **Use of Airport Facilities-** This lease entitles the Renter to the nonexclusive use in common with other persons of airport facilities, including runways, aprons and other facilities for aircraft, and parking facilities for motor vehicles.

7. **Lease not Assignable or Transferable-** The rights and privileges granted to Renter in this lease are not assignable or transferable without the prior written approval of the BPDA Committee.

8. **Subleasing Prohibited-** Renter shall not sublease the leased property, or any part of it, to another person.

9. **Commercial Uses Prohibited-** Renter shall not operate a business or commercial enterprise on the leased property without the prior written approval of the BPDA Committee.

10. **Improvements and Maintenance by Renter-** Renter shall not make any improvements to or place a structure on the leased property without the prior written approval of the BPDA Committee of the Mason County Board of Commissioners. The term improvement includes but is not limited to grading of land, drilling of well, installing of underground electric, telephone or other cable or wire, sewers, septic tanks, and underground or above ground fuel tanks. All structures and improvements on the leased property shall comply with applicable building and maintenance codes. If the BPDA Committee permits Renter to make improvements, the Renter is responsible for all costs for such improvements, and is responsible for all maintenance and maintenance costs related to the improvement or structure. Renter shall keep the exterior of any improvement or structure on the leased property in tidy condition, and keep the grounds of the leased property reasonably free from weeds, rubbish and other unsightly objects. The County is entitled to lien against any improvement made on the leased property to secure payments due the County under this lease. Renter may perform ordinary maintenance on any structure, which is deemed to be Renter's personal property under paragraph 5 of this lease without the prior written permission of the BPDA Committee, but only if the proposed maintenance activity to be performed does not involve structural changes to the structure or changes to the exterior appearance of the structure.

11. **County's Right to Enter Leased Premises-** The County has the right to enter the leased property to maintain and repair sewers, underground electric, telephone or other cable or wire, wells, and other structures or improvements provided by the County and for which the Renter is not responsible for maintenance under paragraph 10 of this lease. The County has the right to enter the leased property, including any improvement or structure on the leased property, for inspection purposes and for any purpose occasioned by emergency.

12. **Insurance Required-** Renter shall maintain liability insurance throughout the term of this lease with an insurance company authorized to do business in the State of Michigan, and provide written proof to the County that such coverage is in force. Renter's insurance policy shall contain provision for notification to the County at least 10 days prior to cancellation of the policy. Minimum coverage acceptable to the County is \$1,000,000.00 for personal injury to one person, \$1,000,000.00 for aggregate liability for all persons in one accident, and \$1,000,000.00 for property damage. The County of Mason shall be named as additionally insured on the renter's insurance policy.

13. **Hold Harmless-** Renter agrees to indemnify and hold the County harmless from all loss, injury or damage to person or property of Renter or other persons which may arise or be alleged to arise through or out of this lease or the rights and privileges granted under this lease, whether caused by fire, theft or otherwise.

14. **Duty to Defend-** Renter agrees that if any claim is made or suit is brought against the County for any claim, injury or damage which may arise or be alleged to arise through or out of this lease,

Renter upon written notice from the County will defend, adjust or settle such claim or suit at Renter's sole cost and expense, and pay any such adjustment, settlement or judgment.

15. **Special Assessments-** Renter shall pay any taxes or special assessments legally levied by any governmental unit against the leased property and against any personal property, structure or improvement belonging to Renter located on the leased property. Nonpayment of any taxes or special assessment for 90 days after the due date is a default by Renter and grounds for cancellation of the lease by the County.

16. **Regulations Part of Lease-** The rules and regulations of the Mason County Airport, as they may be amended from time to time, and any state or federal rules and regulations imposed on the Mason County Airport are a part of this lease and Renter shall at all times comply with such rules and regulations.

17. **No Obstructions-** In using the leased property, Renter shall not make any obstruction or cause any inconvenience to the County in its business of operating the Mason County Airport, and shall not make any obstruction or cause any inconvenience to other renters or to the public using the facilities of the Mason County Airport.

18. **County's Right of First Refusal-** If during the term of this lease the Renter requests approval to transfer the Renter's interest in the building or structure on the leased property, the County shall have a right to purchase the building or structure from Renter on the same terms and conditions and at the same price as the offer the Renter wishes to accept. The County has 60 days from the date Renter notifies the County in writing of the terms of the offer to notify Renter in writing that the County intends to exercise its right of first refusal. Closing on the transaction shall occur within 60 days after the County notifies Renter of its intent to exercise the right of first refusal.

19. **County's Option to Purchase-** At the termination of this lease, if the parties do not agree to renew or extend the lease, the County has the right to purchase the building or structure on the leased property from Renter. Unless the parties agree on a sale price, the procedure in this paragraph will be used to determine the sale price. Each party shall appoint a qualified appraiser who will submit a written appraisal specifying the fair market value on the property as of the date of the exercise of the option to purchase. The sale price shall be the average of these two appraisal reports. If the two appraisal reports differ by more than 15%, the parties will obtain a third MIA appraisal. The sale price shall be the average of the three appraisals. Each party bears the costs of the party's own appraisal, and the parties shall split evenly the cost of that appraisal. The closing on the transaction shall occur within 60 days after the receipt of the last appraisal.

20. **Removal of Building or Structure-** If after the expiration or termination of this lease the County does not exercise its option to purchase the building or structure on the leased property, the building or structure remains the personal property of the Renter. The Renter shall make all reasonable efforts to remove the building or structure from the leased property, and shall return the leased property to its condition prior to the obstruction of the building or structure. The Renter shall repair any damage done during the removal of the building or structure. If the Renter fails to remove the building or structure from the leased premises within 120 days after the expiration or termination of the lease, the building or structure shall be deemed to be abandoned by Renter and shall become the property of the County.



21. **Default-** The following acts constitute a default by the Renter, and entitle the County to cancel the lease and regard Renter as a tenant from month to month subject to eviction by legal process:

- A. Failure to pay rent as required in paragraph 4 of this lease.
- B. Failure to maintain an airworthy aircraft as required by paragraph 5 of this lease.
- C. Assigning or transferring Renter's interest in this lease without written approval in violation of paragraph 7 of this lease.
- D. Subleasing the leased property or any part of it in violation of paragraph 8 of this lease.
- E. Using the leased property for business or commercial use without permission in violation of paragraph 9 of this lease.
- F. Making any improvement on the leased property or the building or structure on the leased property without approval in violation of paragraph 10 of this lease.
- G. Failure to maintain insurance as required by paragraph 12 of this lease.
- H. Failure to pay taxes or special assessments as required by paragraph 15 of this lease.
- I. Violation of any rule or regulation made a part of this lease by paragraph 16.
- J. Making any obstruction or causing any inconvenience to the County, other renters or the general public in violation of paragraph 17 of this lease.
- K. Being adjudicated a bankrupt.

22. **Payments and Notices-** Any payments due under this lease shall be delivered or mailed to the Airport Manager in person or by ordinary mail. Any notices required to be given to the County under this lease shall be delivered or mailed to the County Administrator, Mason County Airport, 5300 W. US Highway 10, Ludington MI 49431.

23. **Rights Reserved by County-** The County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction and the right to prevent Renter from erecting or permitting to be erected any building or structure on the leased property which in the opinion of the County limits the usefulness of the airport or constitutes a hazard to aircraft. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Renter, and without hindrance or interference.

24. **Lease Subordinate-** This lease is subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan relating to the operation or maintenance of the airport, the execution of which has been or may be required as a condition to the expenditure of federal or state funds for the development of the airport.

25. **Multiple Renters-** If paragraph 1 of this lease designates more than one person as Renter, the term Renter in the singular shall apply to all persons designated as Renter, and their liability under this lease shall be individual, joint and several.

26. **Termination of Lease for Medical Reasons-** If the Renter, or all the licensed pilots of corporate or multiple renters, become disabled for medical reasons and lose the right to be licensed as a pilot, the Renter may upon 3 months written notice terminate this lease.

27. **Date of this Lease.** This lease is entered by the parties on January 1, 2025.

LANDLORD- COUNTY OF MASON

RENTER

\_\_\_\_\_  
Janet S. Andersen, Board Chair

\_\_\_\_\_  
NAME

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**COUNTY OF MASON  
LUDINGTON, MI**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Mason** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA-Flight Program Operations and **County of Mason**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the PAPI on Rwy 08, REIL on Rwy 26 & MIRLS on Rwy 08/26 at Mason County Airport (KLDM) Ludington, MI**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**County of Mason, Ludington, MI**

- B. The FAA will perform a commissioning flight inspection of the PAPI on Rwy 08, REIL on Rwy 26 & MIRLS on Rwy 08/26 at Mason County Airport (KLDM) Ludington, MI.
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or [Richard.Montgomery@faa.gov](mailto:Richard.Montgomery@faa.gov) once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at [shelley.d.ochs@faa.gov](mailto:shelley.d.ochs@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at [richard.montgomery@faa.gov](mailto:richard.montgomery@faa.gov). These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at [michele.d.mustin@faa.gov](mailto:michele.d.mustin@faa.gov).

B. Sponsor:

Sponsor: County of Mason  
ATTN: John L. O'Connor  
Address: 5300 W. US Highway 10  
Ludington, MI, 49431-8704  
Phone: 231-843-2049  
E-mail: JOCONNOR@MASONCOUNTY.NET

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>LABOR</b>	
NA	\$0
<b>NON-LABOR</b>	
Flight Inspection	\$13,144.00
Non-Labor Overhead (8%)	\$ 1,051.52
Total Non-Labor	\$14,195.52
<b>TOTAL ESTIMATED COST</b>	<b>\$14,195.52</b>

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Beech Rate \$3,286/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPI Rwy 08				
REIL Rwy 26				
MIRLs Rwys 08/26 at KLDM	Commissioning	4	1	\$13,144.00
	8% Administrative Overhead			\$ 1,051.52
	Total Estimated Cost			\$14,195.52

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**County of Mason**  
**ATTN: Fabian Knizacky**  
**5300 W. US Highway 10**  
**Ludington, MI, 49431-8704**  
**231-843-7999**  
**fknizacky@masoncounty.net**

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence [RESERVED]**



### **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

### **ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

**AGREED:**

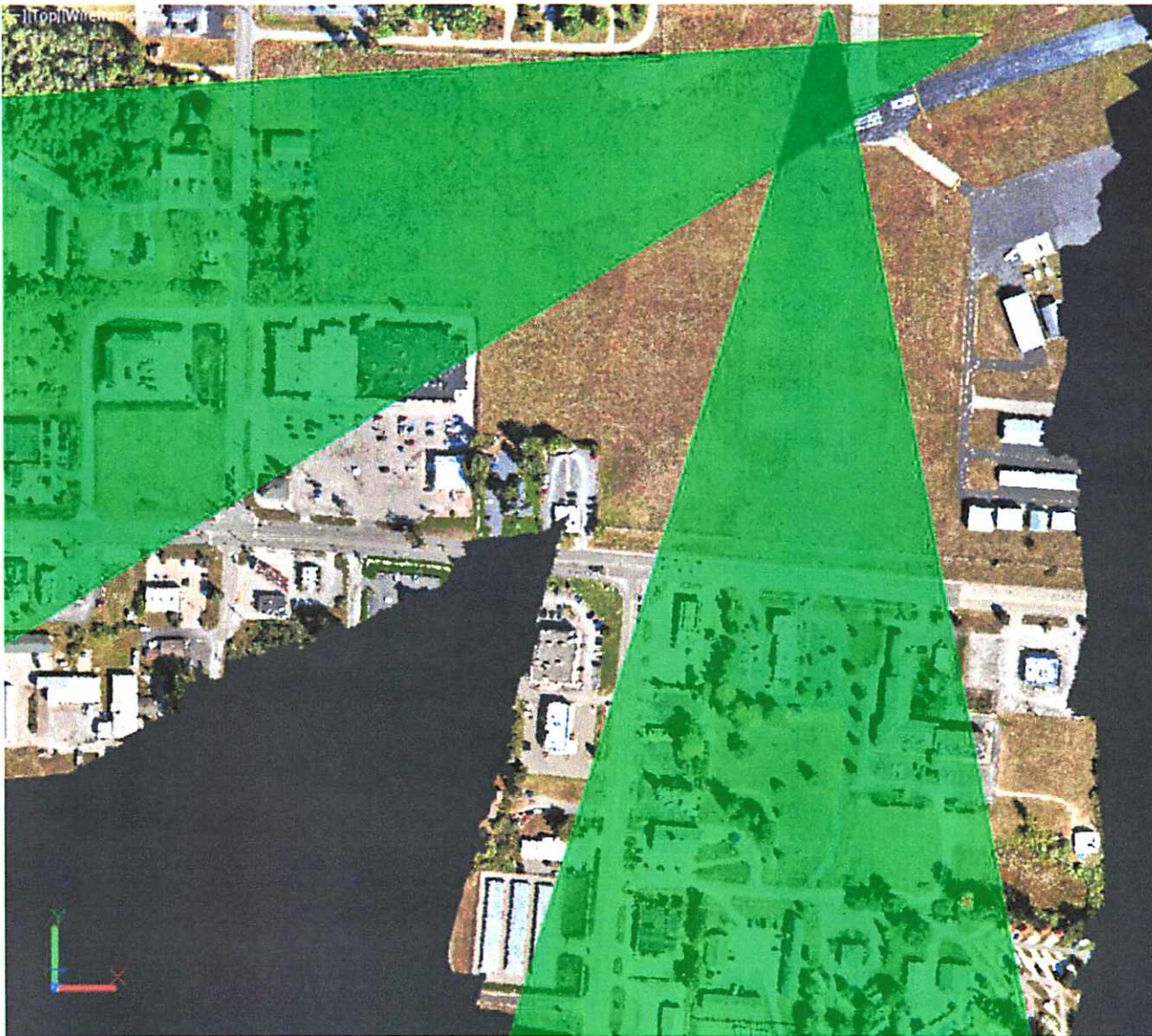
**FEDERAL AVIATION  
ADMINISTRATION**

**COUNTY OF MASON**

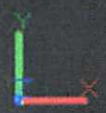
SIGNATURE \_\_\_\_\_  
NAME Michele Mustin  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Janet S. Andersen  
TITLE Chair of the Board  
DATE \_\_\_\_\_

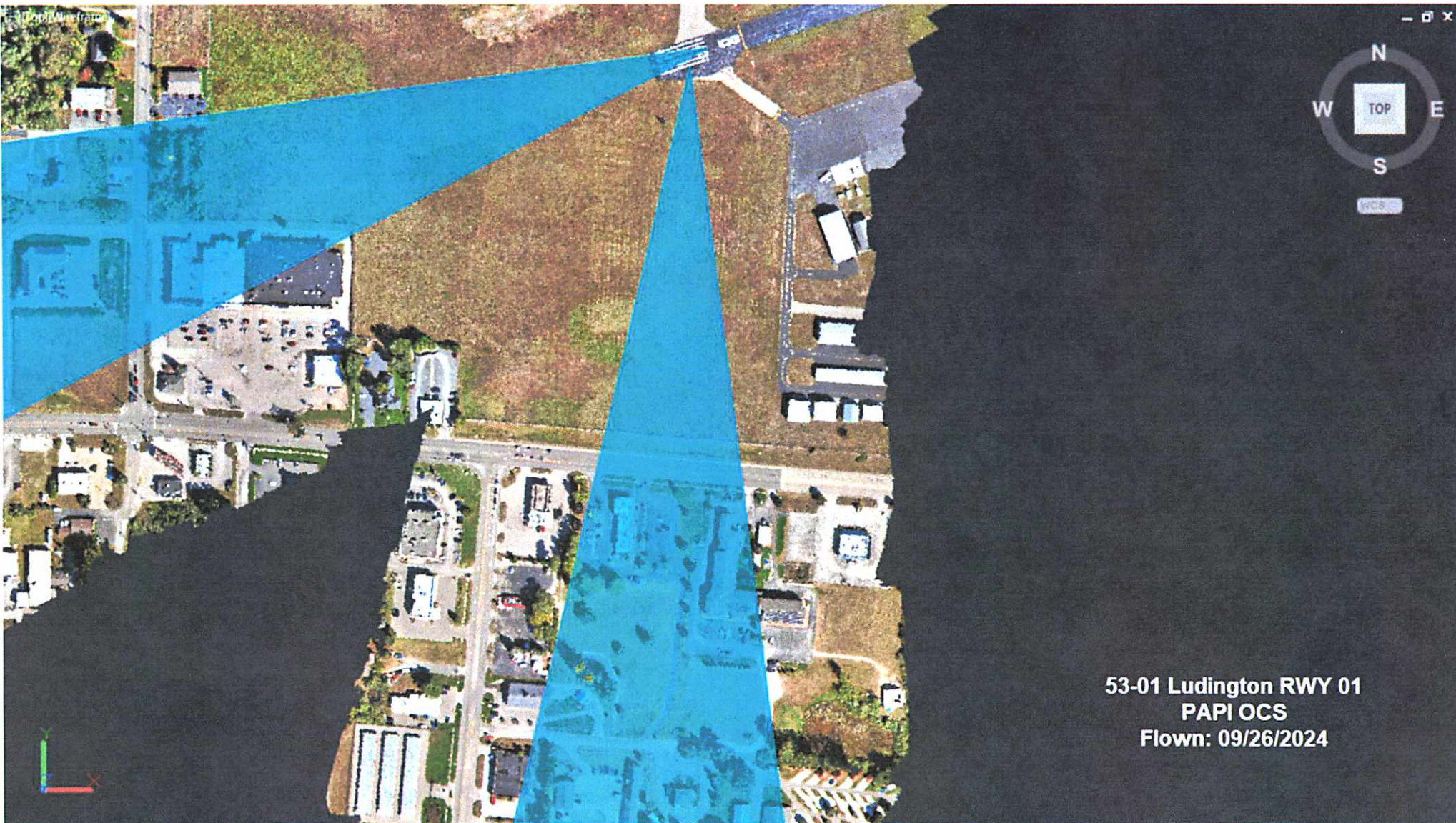
# Review of MDOT Aeronautics Approach Obstruction Survey



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PAPI LSCS  
Flown: 09/26/2024





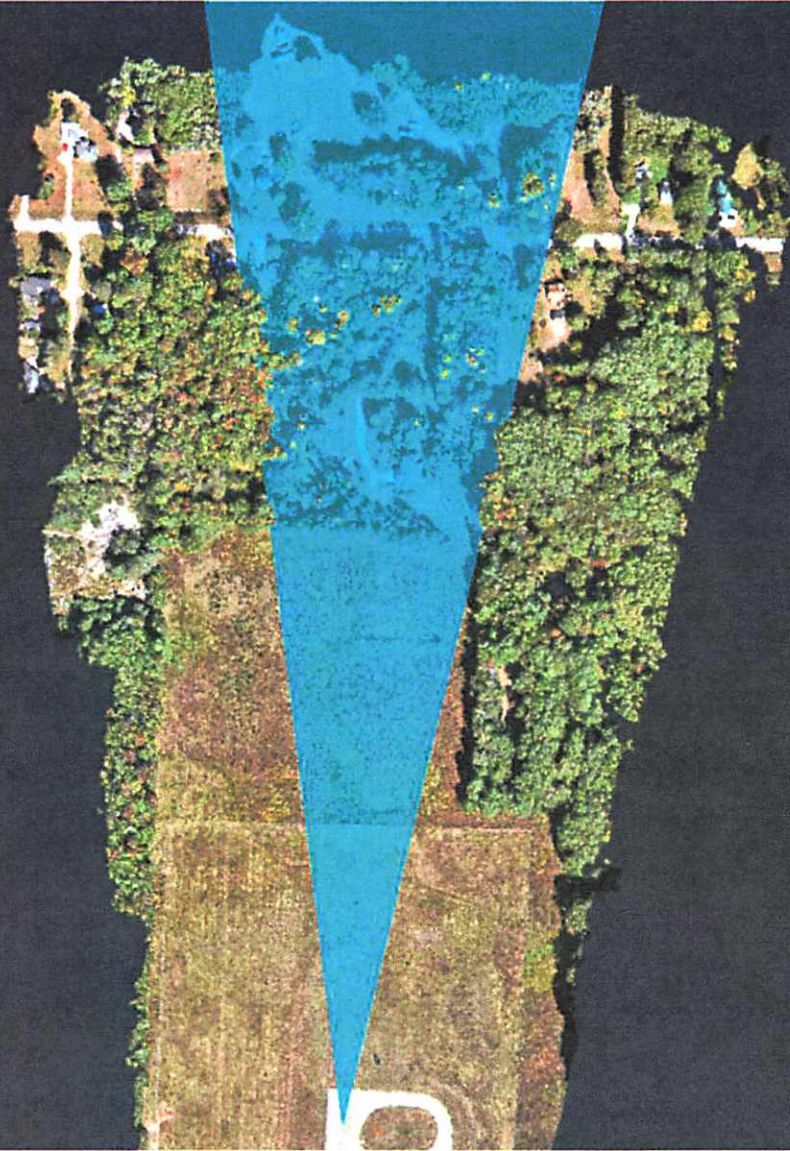
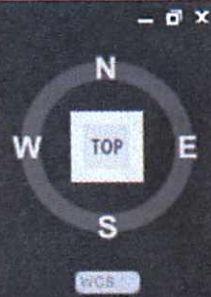


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PAPI OCS  
Flown: 09/26/2024



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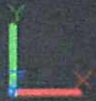
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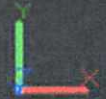
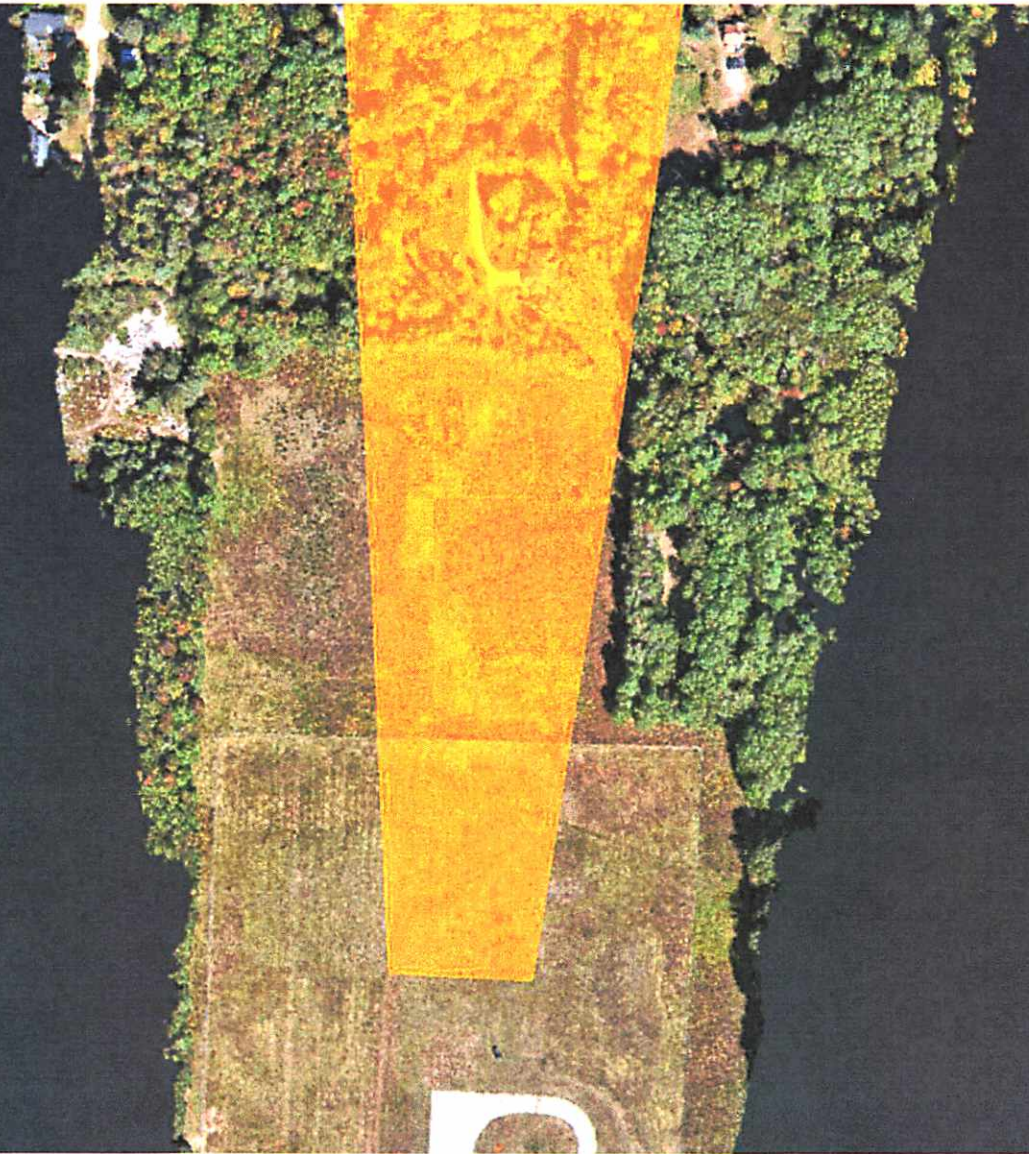
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PAPI LSCS  
Flown: 09/26/2024





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53-01 Ludington RWY 19  
State Approach Surface  
Flown: 09/26/2024







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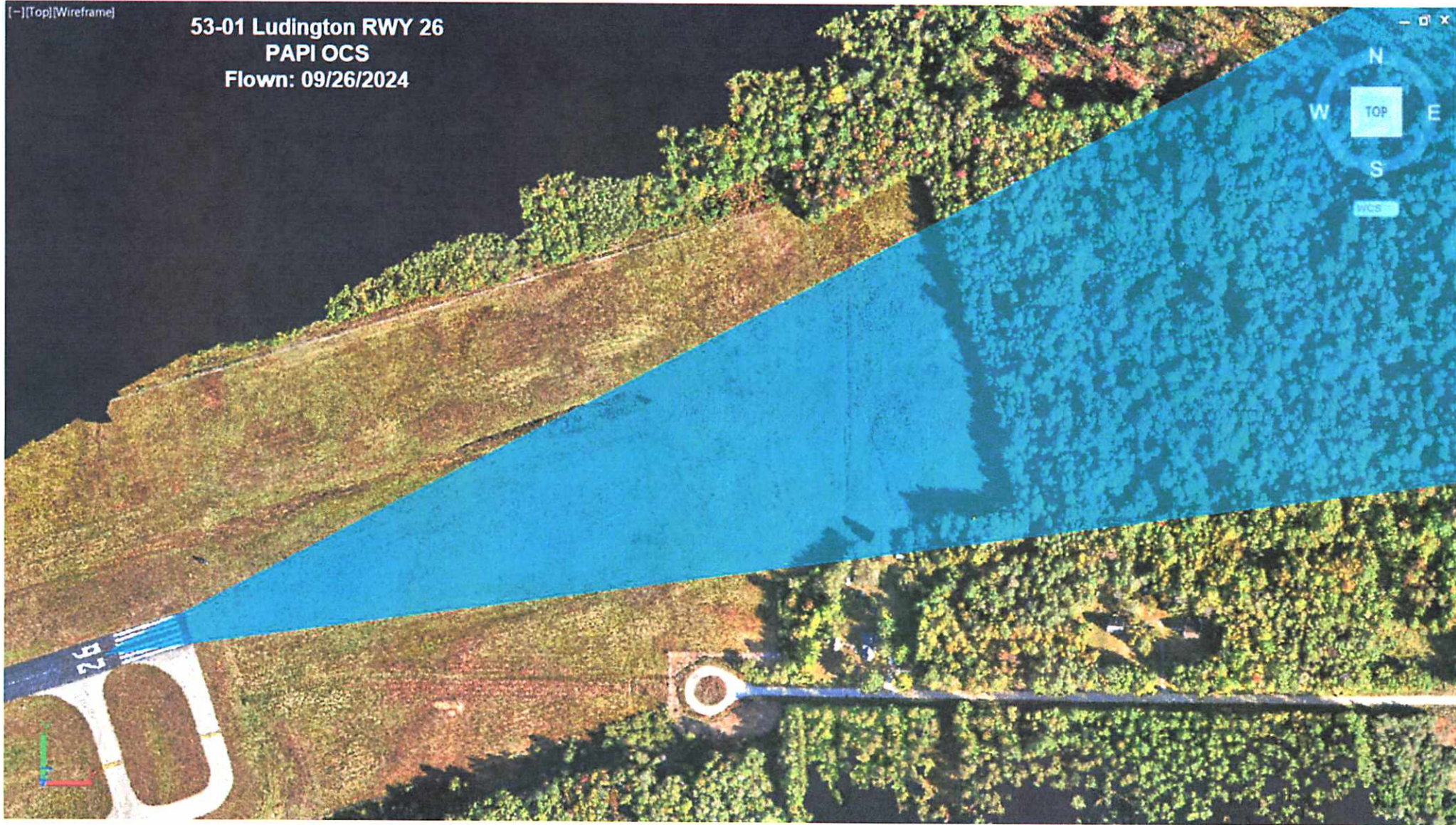
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Flown: 09/26/2024

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53-01 Ludington RWY 26  
PAPI OCS  
Flown: 09/26/2024







September 4, 2024

Mason County

Us 10

Ludington, MI 49431

**RE:** Option to Lease Agreement Covering Property ID 130.3681776<sup>1</sup>, 237 acres, located in Mason County, MI

Dear Mason County,

Are you interested in generating a **guaranteed fixed income** from your property while continuing to work the land and ensure a legacy for your loved ones?

**Community Solar** is a small-scale solar development that **significantly adds value to your property**, whether you're looking for a predictable income stream or want to pass the property on to future generations.

These projects do far more than deliver economic benefits. They create **clean, cost-effective energy** while generating **skilled jobs** and **vital tax revenue** for communities.

**Here's how it works:** We start with a lease option. The option describes the lease terms and provides a fixed payment while waiting for the green light.

Once the project is underway, a typical lease term will be 20-40 years, with an annual payment that escalates year over year. **We cover all costs** of preparing the land, installing the solar array, connecting it to the grid, and arranging utility bill credits for families and businesses.

---

**OPTION TO LEASE**

- **Term:** 4 years, plus an option to extend for 2 additional 1-year periods
- **Consideration:** Flat annual non-refundable payment of Three Thousand Dollars (\$3,000)

**LEASE**

- **Term:** 25 years, plus an option to extend for 3 additional 5-year periods
  - **Consideration:** Annual payments of Two Thousand Five Hundred Dollars (\$2,500) per acre increasing at 2% p.a.
- 

We manage the **entire process**, ensuring it does not disrupt your operations or neighboring properties while planting trees, bushes, and coverage - if necessary - to preserve the area's natural beauty.

Summit Ridge is unique because we're the **leading developer from start to finish**. We maintain the project for its lifespan, giving you the confidence of a **reliable partner** who's with you at every step.

We believe **your property is ideal for Community Solar** and want to discuss leasing at a time convenient for you and answer any questions. When you're ready to learn more, contact me at **313.356.5266** or **calbright@srenergy.com**. In the meantime, you can visit **srenergy.com/land** for details.

Thank you so much for your consideration,

Clay Albright

Acquisition Agent

SUMMIT RIDGE ENERGY

1000 Wilson Boulevard  
Suite 2400  
Arlington, VA 22209

srenergy.com

## Knizacky, Fabian

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**From:** Clay Albright <calbright@srenergy.com>  
**Sent:** Monday, September 30, 2024 11:05 AM  
**To:** Knizacky, Fabian  
**Cc:** Szczypka, Kaitlyn  
**Subject:** Re: Solar lease

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Mr. Knizacky,

The property that was identified is the area around the airport. Parcel ID:010-013-100-015-00. Our gis department puts out the list for letters that show buildable acreage, but I'm guessing there would be setbacks around the airport that would prohibit this parcel.

Kind Regards,  
**Clay Albright**  
Land Acquisition  
Summit Ridge Energy  
1000 Wilson Boulevard | Suite 2400 | Arlington, VA 22209  
405.623.7753 | 845.377.5394  
[calbright@srenergy.com](mailto:calbright@srenergy.com)



SUMMIT RIDGE  
ENERGY

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**From:** Knizacky, Fabian <fknizacky@masoncounty.net>  
**Sent:** Monday, September 23, 2024 12:13 PM  
**To:** Clay Albright <calbright@srenergy.com>  
**Cc:** Szczypka, Kaitlyn <kszczypka@masoncounty.net>  
**Subject:** Solar lease

Dear Mr. Albright,

Mason County, Michigan received the attached letter today. We are not familiar with the property ID provided and want to make sure that you had the correct Mason County or property number. Please let me know.

Thanks and have a great afternoon.

Fabian L. Knizacky  
Mason County Administrator  
5300 W. US 10 Highway  
Ludington, MI 49431  
(P) 231-843-7999  
(F) 231-843-1972

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