

MASON COUNTY BUILDINGS, PLANNING, DRAINS, & AIRPORT COMMITTEE

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

November 26, 2024

3:00 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 a Commercial Property Lease with Plane Site, LLC
2. Consideration of an MDOT Facility and Manager License Application
3. Consideration of allowing the Mason County Sheriff request to use the Airport Conference Room for a blood drive on December 16, 2024 from 12pm-6pm
4. Consideration regarding public access or website stream of Airport camera
5. Update on MDOT Aeronautics Runway Obstruction Evaluation

G. Limited Public Comments

H. Any other business

I. Adjournment

Mason County Buildings, Planning, Drains, & Airport Committee Meeting
October 24, 2024

Commissioner Hull called the Buildings, Planning, Drains & Airport Committee Meeting to order at 3:15 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, Parks and Rec. Director Begnoche, Drain Commissioner Rohde and Clerk Kelly. Members of public: Steve Friese.

Motion by Andersen and seconded by Krieger to approve the agenda with the addition of a snowplow contract, a request to use the courthouse, and a request from Toys for Tots. Motion carried.

Motion by Krieger and seconded by Andersen to approve the minutes from September 23, 2024. Motion carried.

Correspondence: None.

Limited Public Comments: None.

Consideration of proposed uses for DNR property being offered for sale: The Committee reviewed three of the four parcels that the DNR was offering for sale. Instructed Administrator Knizacky to contact the DNR and set up meeting and make application. Motion by Krieger and seconded by Andersen to approve Administrator Knizacky and the Parks and Recreation to take the next steps towards investigation of the four parcels. Motion carried.

Consideration of 2024 Special Assessment Levy: Drain Commissioner Rohde noted that all Lake Boards have been assessed and presented the report. No complaints were received this year, possibly due to the drought. Motion by Andersen and seconded by Krieger to send the Consideration of the 2024 Special Assessment Levy to the full Board. Motion carried.

Consideration of property lease for Hangar #18 due to private sale: Airport Manager O'Connor reviewed the Airport Property Lease agreement for Hangar #18. No monies need to be collected as the entire year was paid by previous owner. Motion by Hull and seconded by Krieger to support the property lease for Hangar #18 due to private sale. AYES: Hull, Krieger, NAYS: None. ABSTAIN: Andersen. Motion carried.

Consideration of 2025 through 2027 Hangar and Property Lease templates: Airport Manager O'Connor reviewed the three-year lease agreements. Motion by Hull and seconded by Krieger to use current lease agreement using the November CPI to figure rental rates. AYES: Krieger, Hull. NAYS: None. ABSTAIN: Andersen. Motion carried.

Consideration of FAA Flight Check Reimbursable Agreement for Runway 8 PAPI, Runway 26 REIL and MILRS for Runway 8 & 26: Airport Manager O'Connor reviewed the grant noting that the County will need to pay upfront the \$14,195.50 and seek grant reimbursement. Motion by Krieger and seconded by Andersen to send to the Finance, Personnel & Rules Committee the Consideration of FAA Flight Check Reimbursable Agreement for Runway 8 PAPI, Runway 26 REIL and MILRS for runway 8 & 26. Funds to come from the Airport improvement fund. Motion carried.

Discussion of MDOT Aeronautics Obstruction Evaluation: Airport Manager O'Connor reviewed via PowerPoint the MDOT Aeronautics Obstruction Evaluation. He will bring to the November meeting recommendations for the Committee to review.

Consideration of an option for a lease agreement for County owned property: Administrator Knizacky reviewed the request from Summit Ridge Energy to lease Airport property to construct a Community Solar panel system. Motion by Andersen and seconded by Krieger to send the consideration of an option for a lease agreement for County owned property to the full Board with the recommendation to deny the request. Motion carried.

Consideration of a snow removal contract: Administrator Knizacky reviewed the Contract for Snow Plowing and Snow Removal with CIS. No increase in costs were noted. Motion by Krieger and seconded by Andersen to send the Consideration of a Contract for Snow Plowing and Snow Removal with CIS to the full Board with recommendation to approve. Motion carried.

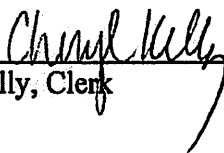
Consideration of a request to use the Courthouse/courtroom for a wedding: Clerk Kelly reviewed the request from Teresa Wroble to use the Courthouse and courtroom for a wedding in the next 30 to 60 days, with a wedding party of up to 10. Clerk Kelly did reach out to Chief Judge Nellis and inquire if this would be allowed. Awaiting his response. Motion by Andersen and seconded by Krieger to approve the request contingent upon the approval from Chief Judge Nellis. Motion carried.

Consideration of placement of a Toys for Tots barrel in a County Building: Administrator Knizacky reviewed the email received requesting to place a Toys for Tots collection barrel in a County Building. Motion by Krieger and seconded by Andersen to allow the placement at the Airport facility. Motion carried.

Limited Public Comment: Steve Friese, owner of property that the Airport has a current lease agreement on, requested that should more trees need to be removed for the Airport to be compliant with FAA guidelines, that he be contacted and consulted with when the removal takes place. He requested to have the trees removed in a more delicate manner and the area cleaned-up as past tree removals have left the property in a ruined state that have taken the homeowner a significant amount of time and monies to correct back to their original unmolested state.

Any other business: None.

The meeting was adjourned at 4:23 p.m.



Cheryl Kelly, Clerk

AIRPORT LEASE
AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as Agreement), entered this 1st day of January, 2025, by and between the **COUNTY OF MASON** (hereinafter referred to as LANDLORD) whose offices are located at 304 E. Ludington Avenue, Ludington, MI 49431, and **PLANE SITE, LLC.**, (hereinafter referred to as TENANT), whose offices are located at 418 N Gaylord Ave, Ludington, MI, 49431.

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for land owned by the County of Mason at the Mason County Airport.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **DEMISED PREMISES.** LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the demised premises at Mason County Airport. A property sketch showing the demised premises is attached hereto as Exhibit A.

TENANT is granted the exclusive use of said demised premises, subject to the terms and conditions hereof, for the purpose of maintaining and operating on said premises hangar 18 for the purpose of sheltering aircraft and maintaining office space upon the terms and conditions set forth herein. TENANT may sublease or grant rights hereunder to its tenants or sublessees subject to the terms and conditions set forth herein, including but not limited to section numbers 19 and 20.

TENANT, in addition to the use of the demised premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public except as otherwise herein provided.

For the purpose of this Agreement, "airport facilities" shall include runways, taxiways, ramps, aircraft and automobile parking areas, roadways, sidewalks, navigation and navigational aids, lighting facilities, terminal facilities, or other areas of the Airport, that have been constructed at Airport expense for the benefit of TENANT and the general public. PROVIDED, HOWEVER, that the use of the above mentioned airport facilities shall be subject to such rules and regulations as now exist, or may hereafter be enacted by the Airport, and subject to such charges for the use / uses as may be established from time to time by the Airport for the maintenance, operation or replacement of these facilities.

2. **TERM AND OPTION TO RENEW.** TENANT shall have and hold the demised premises for the term of five (5) years, beginning on the 1st day of January, 2025 and ending

on the last (31st) day of December, 2029 inclusive, unless said term is terminated as provided herein. If TENANT wishes to renew this lease, TENANT shall notify the LANDLORD of TENANT's intent in writing not less than 3 months prior to the expiration of this lease. The LANDLORD shall negotiate with TENANT in good faith about such renewal.

TENANT and its agents, invitees, visitors, customers, and sublessees shall have the right of ready access to and from, and the privilege of using for the term of this Agreement, or any extension thereof, in common with others and the public, the public areas at Mason County Airport, subject to valid, uniform, and consistently applied charges, fees, rules, ordinances, and regulations governing said airport and the demised premises issued by the federal and state aeronautical agencies and by the LANDLORD which now exist or may subsequently be amended or adopted by said agencies or LANDLORD, it being expressly understood that this privilege covers the entire period of the lease term created hereunder and any extension thereof as set forth herein.

3. RENTAL. For the initial twelve (12) month period beginning on the 1st day of January, 2025 and ending on the 31st day of December, 2029 TENANT shall pay to LANDLORD as rental for the demised premises and the rights, privileges granted to it herein, subject to the duties and obligations outlined in this Agreement, the total sum of TBD (\$TBD), payable in a semi-annual payment of \$TBD in advance starting January 1, 2025. All rent due under this Agreement shall be paid semi-annually in advance (January 1st and July 1st) at the office of the Mason County Airport Manager, Mason County Airport, Ludington, Michigan. It is understood and agreed that the rent for the initial twelve (12) month period is based upon a total rental area of 2,016 square feet at a rate of \$TBD per square foot per annum.

At the expiration of the initial twelve (12) month period and every year thereafter, during the term of this Agreement, commencing on the first (1st) day of November, the annual rate of rent shall be adjusted to the amount obtained by dividing the initial 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.

4. PURPOSES FOR WHICH DEMISED PREMISES TO BE USED. LANDLORD also hereby grants to TENANT, for the term of the lease created by this Agreement, and any extension thereof, the right and concession to conduct a single service FBO operation on the demised premises, namely, the providing of hangar space and more specifically grants to TENANT, the following rights, privileges and concessions, subject to the duties and obligations outlined in this Agreement with respect to its occupancy and use of the demised premises.

- A. Rental of hangar space for storing of aircraft;
- B. Storage of aircraft owned or leased by tenant;
- B. Maintenance of aircraft owned or leased by tenant and based at the facility;

TENANT shall conduct no other operations except as set forth above. All additional uses of the premises shall be approved by the LANDLORD in writing. The approval of additional uses consistent with an FBO operation shall not be unreasonably withheld provided, however, that the LANDLORD reserves the right to add additional terms and conditions for additional uses, as it deems proper, in the exercise of the LANDLORDs discretion.

5. CONDUCT OF OPERATIONS ON DEMISED PREMISES. In its exercise of the rights, privileges, concessions, duties, and obligations granted to it herein, and in its use of the demised premises, TENANT hereby obligates itself and shall require its sublessees and assigns to be obligated to the following requirements and regulations:

- A. Shall not consent to any unlawful use of the demised premises, nor permit any such unlawful use thereof.
- B. All employees shall have, as required, proper and effective federal and state certificates or licenses covering their individual and particular functions.
- C. Comply with all local, federal, and state ordinances, and laws, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities and the standards of service adopted by the LANDLORD.
- D. Shall at all times comply with rules, regulations, and ordinances of LANDLORD as they now exist or may subsequently be amended or adopted.
- E. The operations of TENANT, its sublessees, employees, invitees, assigns, and those doing business with it, and the manner in which it supplies the goods, services and facilities on the demised premises and at Mason County Airport which it is given the right and concession to do under the terms hereof, shall be conducted in an orderly and proper manner and at the particular times and in the particular manner specified by LANDLORD and according to the standards

established by LANDLORD, and so as not to annoy, disturb, or be offensive to others at Mason County Airport. LANDLORD shall have the right to complain to TENANT as to the demeanor, conduct, and appearance of TENANT's employees, sublessees, invitees, and those doing business with services and facilities at times and in the manner and according to the standards mandated by LANDLORD, whereupon TENANT will take all steps necessary to remove the cause of the complaint and bring its operations or its sublessees operations and services into compliance with such standards.

- F. Comply with all rules and regulations of the State Fire Marshal in the conduct of operations on the demised premises.
- G. TENANT, during the term of this Agreement, or any extension thereof, agrees to pay:
 - 1) All personal property taxes and assessments and all license fees applicable to its activities, or other charges which are legally levied or assessed on the personal property situated on the demised premises; No outside storage of supplies and equipment is permitted on the demised premises.
 - 2) Any tax or assessment determined to be properly payable by TENANT under Act 189 of the Public Acts of 1953, as amended, for the lease or use of the demised premises; and
 - 3) All sales or use taxes and assessments, license fees or other charges of any nature, without exception, legally levied or assessed arising out of the activities conducted on or the occupancy of the demised premises; Provided, always, TENANT shall pursue, at its expense and with due diligence, any exception taken by it to any of the aforementioned taxes or assessments.
 - 4) The TENANT's proportionate share of any Pere Marquette Charter Township special assessment costs incurred in constructing and extending a sanitary sewer line to the edge of the demised premises, such proportionate share calculated against the total actual construction costs assessed as an amount equal to the proportion of Residential Equivalency Units (REU's) committed to the demised premises compared to the total REU's served by the sewer extension as described.
 - 5) The TENANT's proportionate share of any Pere Marquette Charter Township special assessment costs incurred in constructing and extending a water main line to the edge of the demised premises, such proportionate share calculated against the total actual construction costs assessed as an amount equal to the proportion of Residential

Equivalency Units (REU's) committed to the demised premises compared to the total REU's served by the water main extension as described.

- H. TENANT agrees at all times to keep the demised premises in a neat, clean, and orderly condition, free of weeds, rubbish, or any unsightly accumulations of any nature whatsoever.
- I. Unless LANDLORD shall give written consent, or unless permitted in this Agreement, TENANT and/or its sublessees or assigns shall not use any of the demised premises, or permit such premises to be used, for the sale to its employees or to the public of any beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, photographic or toilet articles, or other like merchandise, or for furnishing for a consideration, theater tickets, shoe shines, pressing and cleaning (except of its employees' uniforms), developing and printing of photographs and films, baggage checking service, or for the display of advertising of third parties, or for the installation of any coin-operated machines or devices.
- J. Tie-down of aircraft shall not hinder or obstruct in any manner whatsoever the safe landing, taxiing or take-off of aircraft from the public landing area of the Mason County Airport, or interfere with the proper use of the field by others, or which may be objectionable to the Mason County Buildings, Planning, Drains, & Airport Committee, the Michigan Aeronautics Commission, or the Federal Aviation Administration. Tie-downs shall not be established anywhere on the airport without the approval from the Buildings, Planning, Drains, & Airport Committee.
- K. All authorized operations shall be conducted on leased premises, unless written consent to the contrary is obtained from the LANDLORD.

6. IMPROVEMENTS TO THE DEMISED PREMISES. TENANT may, at its own expense, with the prior written consent of LANDLORD, make alterations, additions, and improvements to the demised premises, including the replacement of the present buildings. All said alterations, additions, replacement buildings, or improvements shall be and remain the personal property of TENANT throughout the term of this Agreement, or any extension thereof.

7. FIRST RIGHT OF REFUSAL TO PURCHASE BUILDINGS. TENANT shall have the right during the term of this Agreement to sell, or dispose of any buildings and/or business owned by said TENANT on the property leased hereunder, subject to the right of the LANDLORD to purchase said buildings and or business upon terms equal to those received by TENANT in any bona fide offer to purchase by another bona fide purchaser which TENANT wishes to accept. In order to exercise the first right of purchase, LANDLORD must, within forty-five (45) days of receipt from TENANT of notice of any bona fide offer to purchase

signed by TENANT, send written notice to TENANT, of its intent to match said offer. The LANDLORD must within ninety (90) days of sending its notice to TENANT or the time period specified in the offer, whichever is longer, to complete its purchase. Notices hereunder should be addressed to the parties hereunder and sent by certified mail. TENANT shall be entitled without further notice to LANDLORD to convey said buildings, and/or business to a bona fide purchaser upon failure of LANDLORD to comply with the time limitations herein imposed.

In the event that the LANDLORD does not exercise its first right to purchase recited above, it is agreed and understood between the parties hereto that the LANDLORD shall approve or disapprove the bona fide purchaser prior to transfer, sale, or other assignment by TENANT to said bona fide purchaser, and that inquiry by the LANDLORD to the third party shall be by reasonably objective standards, i.e., financial stability, qualifications to operate and maintain an aviation business similar to TENANT's and any and all other objective standards necessary to insure to the LANDLORD that the continued stability of the airport in general and the demised premises specifically shall continue in such a regular course of business as if TENANT had continued to lease from the LANDLORD.

In the event the LANDLORD approves the sale and the bona fide purchaser, it is agreed and understood between the parties hereto, this Lease shall become void and fully terminated and any third parties taking by or through said TENANT, will be required to negotiate and obtain a new Lease from LANDLORD, said new Lease not to be unreasonable or arbitrary.

In the event TENANT desires to dispose of any building owned by it on the demised premises either during or at the expiration of this Lease, the LANDLORD shall have the first option of purchasing said buildings.

Upon the expiration of this Airport Lease, TENANT shall have the privilege of removing any and all of said buildings, alterations, additions, hangars, or improvements placed on the demised premises at any time prior to the expiration of the lease term covered by this Agreement, or any extension thereof, providing that on such removal, TENANT shall restore the premises to a graded and level condition and of neat appearance. However, no building, hangar, or other improvements may be removed by TENANT until all rents due have been paid to date. If TENANT does not intend to remove the aforesaid alterations, additions, hangars, buildings, or improvements prior to the end of the term of this Agreement, it shall give written notice of this fact to LANDLORD at least sixty (60) days prior to such termination, in which case LANDLORD may, in its discretion exercise its option rights, or order TENANT to remove any or all such alterations, additions, hangars, buildings, or improvements. Failure on the part of TENANT to comply with such order to remove shall entitle LANDLORD to cause to have any or all said alterations, additions, hangars, buildings, or improvements removed, and the cost of such removal shall become the obligation and the responsibility of TENANT, or, at the discretion of LANDLORD the alterations, additions, hangars, buildings, or improvements may be allowed to remain in place and shall thereupon become the property of LANDLORD. Upon surrendering the demised premises for any reason whatsoever, TENANT shall surrender possession to LANDLORD free and clear of any encumbrances whatsoever,

excepting those placed thereon by LANDLORD.

8. TENANT and/or its sublessees and assigns shall perform all maintenance services as required on the leased premises which include, but are not limited to, snow removal, turf maintenance, parking areas, sewers, drains, lighting, and drives.

LANDLORD shall be responsible for the cost of the ramp and taxi-way maintenance required under this section.

9. COMPLIANCE WITH ORDINANCES, RULES, REGULATIONS, STANDARDS, FEES AND CHARGES. LANDLORD shall have the right to adopt and enforce uniform and consistently applied ordinances, rules, regulations, standards, fees, and charges, and any amendment thereto with respect to the operation and use of Mason County Airport, which may provide, by way of example and not by way of limitation, for the payment of such fees and charges for the exercise of rights, privileges, and concessions granted herein by LANDLORD, but excluding rentals and fees for ground occupancy which are fixed in the manner set forth in section 3 for the safety of those using the airport, the times and manner in which TENANT and its sublessees and assigns are required to conduct its operations and activities and provide its goods, services and facilities to the public on and from the demised premises and to exercise its concession and perform its duties and obligations under the terms of this Agreement, and TENANT agrees that it and its sublessees and assigns will observe and obey same. The statements set forth herein in explanation of LANDLORD's rights do not grant and shall not be construed to grant TENANT rights not otherwise specifically granted in this Agreement.

TENANT shall construct all hangars and all improvements thereto in accordance with all applicable county and township ordinances, Mason County Airport's Rules and Regulations, regulations of the Michigan Fire Marshal, and any other applicable state, county and local laws, ordinances and regulations.

It is further understood and agreed that at any time during such occupancy or the construction of said hangars or improvements thereof, and also upon their completion, said premises, hangars and improvements located thereon shall be subject to the inspection and approval of the Michigan State Fire Marshal and the LANDLORD, and any other representatives of interested state, county, or local governments, as specified above.

TENANT agrees, during the occupancy of the demised premises and in the exercise of its concession on said premises, to comply with all laws and ordinances, state, federal, and local, including all building codes, pertaining to sanitation, health, police, and fire protection.

It is the obligation of TENANT to extend any utility from the closest source outside the leased premises. The cost of extension and connection of any utility to its buildings is the obligation of TENANT.

10. INSURANCE. TENANT and its sublessees and assigns shall comply with the following insurance requirements:

- A. Workers' Compensation Insurance. Procure and maintain during the life of this Agreement Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Airport/Commercial General Liability Insurance. Procure and maintain during the life of this Agreement, Airport/Commercial General Liability Insurance on Occurrence Basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.
- C. Aircraft Liability. Procure and maintain during the life of this Agreement, Aircraft Liability Coverage, including bodily injury, property damage and passenger liability with limits of not less than \$1,000,000 per occurrence, with a limit of \$100,000 per seat, covering all owned, non-owned and hired aircraft exposures.
- D. Motor Vehicle Liability. Procure and maintain during the life of this Agreement, Motor Vehicle Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- E. Hangarkeeper's Liability. Procure and maintain during the life of this Agreement, Hangarkeepers Legal Liability coverage in a minimum amount equal to the maximum value of all aircraft in the care, custody or control of TENANT, its sublessees or assigns.
- F. Additional Insured. Airport/Commercial General Liability, Aircraft Liability, Hangarkeepers Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. The LANDLORD and all elected and appointed officials, all County employees and volunteers, all County boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- G. Cancellation Notice. All policies described above shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to LANDLORD.
- H. Proof of Insurance Coverage. TENANT, its sublessees or assigns shall provide the LANDLORD with certificates for all coverages listed above.

- I. Expiration of Policies. If any of the above insurance coverages expire during the term of this Agreement, TENANT and/or sublessees or assigns shall deliver renewal certificates and/or policies to LANDLORD at least ten (10) days prior to the expiration date.

11. COMPLIANCE WITH FEDERAL AGREEMENTS. This Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport; provided, however, that any right, title, and interest of TENANT to the demised premises shall not be taken without just compensation therefor being made.

- A. TENANT shall furnish good, prompt, and efficient service adequate to meet all the demands for its services at the airport.
- B. TENANT, its sublessees or assigns shall charge fair, reasonable and nondiscriminatory prices for each unit of sale, lease, or service, provided that TENANT and/or its sublessees or assigns may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions to volume purchasers.
- C. This Agreement shall be non-exclusive and subordinated to the provisions of any existing or future agreement between LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- D. LANDLORD 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 TENANT and without interference or hindrance.
- E. LANDLORD reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting or permitting to be erected any hangars or other structure on the airport which, in the opinion of LANDLORD, would limit the usefulness of the airport or constitute a hazard to aircraft.

12. INDEMNIFICATION. TENANT agrees to defend and hold LANDLORD and its boards, elected and appointed officials, commissions, employees and agents, harmless from any claim, suit, judgment, or processes of any nature whatsoever arising out of alleged negligence, wrongful, or unlawful acts or omissions of TENANT, its agents, licensees, invitees, sublessees, and employees, including any adverse environmental conditions or liability occurring during its use or occupancy of the demised premises under the terms of this Agreement or any extension thereof.

13. RIGHT-OF-WAY FOR INGRESS AND EGRESS, PARKING, FENCING. TENANT and/or its sublessees, assigns, agents, licensees, invitees, and employees, shall have free ingress and egress to the demised premises.

14. CONDITIONS UPON USE OF THE PREMISES. TENANT and/or its sublessees or assigns shall have the right to erect a sign(s) upon the exterior of the hangar, as approved by the LANDLORD. No other signs or advertising matter shall be painted, posted, or displayed upon any portion of the demised premises, including upon the hangars and structures placed thereon, without the written consent of LANDLORD, which consent shall not be unreasonably withheld.

LANDLORD reserves the right to further develop its land and to lease the same for any lawful purpose whatsoever, or to provide any services it deems necessary or desirable in its sole and absolute discretion for the public, regardless of the desires or views of TENANT and without interference or hindrance.

15. NONDISCRIMINATION. TENANT and/or its sublessees or assigns, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. TENANT and/or its sublessees or assigns shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA Sec. 12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement and in the event TENANT and/or its sublessees or assigns is found not to be in compliance with this section, the County may terminate this Agreement, effective as of the date of delivery of written notification to TENANT and/or its sublessees or assigns.

16. TERMINATION, CANCELLATION, FORFEITURE. LANDLORD and TENANT agree that this Agreement shall terminate at the expiration of the term herein specified. Further, that upon the breach by TENANT of any of the covenants, terms, and conditions

herein, and/or its failure to carry out its obligation to provide to the public the goods, services, and facilities which are called for herein and at the times and in the manner prescribed by LANDLORD, LANDLORD shall have the right to give written notice to TENANT to cure such breach within thirty (30) days. If such breach is not cured or corrected by TENANT, this Agreement, and all rights, privileges and concessions herein granted, may be deemed forfeited by TENANT and canceled by LANDLORD upon the receipt by TENANT of notice in writing from LANDLORD of such cancellation, termination, and forfeiture of all rights hereunder. It is expressly understood and agreed by TENANT and LANDLORD that the thirty (30) day cure provision stated above shall not be required for a repeated breach of the same term, condition, obligation or provision. If a repeated breach occurs the LANDLORD may terminate this Agreement effective immediately upon delivery of written notice to TENANT. This shall be in addition to and shall in no way affect any other rights reserved to LANDLORD or existing in LANDLORD by virtue of the laws of the State of Michigan or by the terms of this Agreement. Forbearance by the LANDLORD of a default occurring on the demised premises shall not be deemed a waiver of the default nor a waiver of any rights of enforcement specified in this Agreement.

TENANT may terminate this Agreement if Mason County Airport ceases to be operated as a public airport and landing field, provided that the conditions of section 5 shall remain in effect.

17. EMINENT DOMAIN. If all or any portion of the demised premises shall be taken by any governmental authority under power of eminent domain:

- A. All damages awarded as compensation for the taking or diminution in value to the hangars or improvements on the demised premises constructed by TENANT shall belong to and be the property of TENANT and any mortgagee thereof. TENANT and LANDLORD each assume responsibility for taking whatever action each deems necessary to protect their interests in any proceedings for the condemnation of any part of the leasehold estate herein.
- B. If only a part of the demised premises shall be so taken or condemned, TENANT shall, at its expense, proceed to make a complete architectural unit of the remainder of the hangars on the demised premises; and there shall be an abatement of the rental thereafter to be paid hereunder, corresponding with the proportion which the value of the portion of the demised premises so taken may bear to the value of the entire demised premises at the time of such taking.
- C. If more than fifty percent (50%) of the demised premises shall be so taken, TENANT may, at its option, terminate this Agreement and shall only be liable for the unpaid balance of the rent to the date of termination.

18. ASSIGNMENT OF INTEREST. It is agreed that TENANT shall not assign or transfer its rights, concession, or leasehold interests granted under the terms of this Agreement, including the hangars or improvements on the demised premises, without complying with section 7 and without the written consent and approval of LANDLORD, which

shall not be unreasonably withheld pursuant to the standard set forth in section 7, provided, however, that TENANT may with prior notice to LANDLORD transfer its interest in this Agreement to a corporation which is owned by TENANT. No transfer of majority ownership of any such corporation may occur without complying with the requirements of this paragraph and section 7.

19. **SUBLEASES.** It is agreed that TENANT shall not sublease its concessions or leasehold interests granted under the terms of this Agreement, including the hangars or improvements on the demised premises without the written consent and approval of the LANDLORD. Any sublease between TENANT and its sublessees shall be subject to the terms and conditions herein.

20. **SUCCESSORS, ASSIGNS AND LESSEES.** The covenants, conditions, obligations, and agreements made and entered into by the parties hereto are hereby declared binding upon themselves and their successors, assigns and sublessees.

21. **LIENS.** TENANT shall protect and indemnify the LANDLORD against liens of every kind or character which may be levied for labor performed or materials furnished in connection with construction, maintenance, or improvements performed on the leased premises by TENANT.

22. **NONDISCRIMINATION.** TENANT, for itself, its personal representatives, successors in interest, and as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, political affiliation, or belief shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, political affiliation, or belief, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that TENANT shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 22, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above non-discrimination covenants, the LANDLORD shall have the right to terminate this Agreement and to re-enter the premises and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

23. **WAIVER OF CLAIMS.** TENANT hereby waives any and all claims against the LANDLORD, its elected and appointed officials, commissions, employees and agents which may have arisen prior to the execution of this Agreement.

24. **HOLDOVER.** Any holdover beyond the termination date set forth in this

Agreement shall be on a month-to-month basis. In the event of holdover, the rent and other terms of this Agreement shall be as set forth herein.

25. MODIFICATIONS. Modifications of this Agreement may be made only by the written mutual consent of the parties hereto.

26. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

27. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

28. COMPLETE AGREEMENT. This Agreement, the attached Exhibit A, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

29. SEVERABILITY. If any provision of this Agreement is held invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement this Agreement shall be considered to have terminated as of the date the provision was declared invalid.

30. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

Witnesses:

LANDLORD:

MASON COUNTY BOARD OF
COMMISSIONERS

By: _____

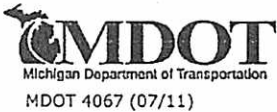
Janet S. Andersen, Chairperson

TENANT:

Plane Site, LLC.

By: _____

Edgar Struble, Owner



Current License: General Utility

AERONAUTICAL FACILITY AND MANAGER LICENSE APPLICATION 2025

Information required by Act 327 PA of 1945, as amended, to obtain a license.

☐ Air Carrier Airport - \$100.00 ☒ General Utility - \$50.00 ☐ Basic Utility - \$25.00 ☐ Public Use Heliport - \$25.00 ☐ Unimproved Airstrip - \$25.00

INSTRUCTIONS

Return completed form to Michigan Department of Transportation and make check or money order payable to State of Michigan, P.O. Box 30648, Lansing MI 48909. If you have questions or require additional information, contact the Office of Aeronautics at (517) 648-9665.

AERONAUTICAL FACILITY INFORMATION			MDOT USE ONLY
ASSOCIATED CITY Ludington		DATE 10/30/2024	DATE RECEIVED
OFFICIAL FACILITY NAME Mason County			AMOUNT
MAIN PHONE NO 231-843-2049	FAX NO 231-843-8295	AFTER HRS PHONE 231-690-2029	DEPOSIT CODE
FACILITY ADDRESS (include address, city, state, and zip code) 5300 W U.S. 10 Ludington, MI 49431			INSPECTOR
FACILITY MAIL ADDRESS (include address, city, state, and zip) 5300 West U.S. 10, Ludington, MI 49431			LIC # 53001
OWNER Mason County			
MANAGER INFORMATION			MDOT USE ONLY
MANAGER John L. O'Connor		EMAIL ADDRESS joconnor@masoncounty.net	DATE OF EXAM 2017-06-30 0
MGR DAYTIME PHONE 231-843-2049	EVENING PHONE 231-690-2029	MGR OTHER (included in directory)	EXAM SCORE 100

RESPONSIBILITIES AND DUTIES OF AIRPORT MANAGERS

- ☐ Assist appropriate authorities in enforcement of federal, state, and local rules and regulations pertaining to airports, aircrafts, and airmen.
- ☐ Determine that all licensed aeronautical facility requirements for the class under which the site is licensed and maintained.
- ☐ Determine and take appropriate action to assure that all locally based commercial activities operating on the licensed aeronautical facility have appropriate licenses and registrations as issued by federal and state agencies.
- ☐ Post local rules, traffic patterns, and noise abatement procedures, if any.
- ☐ File notice with the proper federal agency indicating any change in the aeronautical facility condition.
- ☐ Note and advise the commission of a proposed construction of zoning change adjacent to or near the licensed aeronautical facility that would affect air navigation safety or use.
- ☐ Advise sponsors of new and proposed construction of federal regulations pertaining to objects affecting navigable airspace.

- I certify that this Aeronautical Facility meets the minimum standards for licensing listed on this form.
- I certify that I have read the "Responsibilities and Duties of Airport Managers" listed on this application and will abide by them to the best of my ability.

SIGNATURE 	DATE 11/14/2024
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In the event YOU ARE NOT the owner of the facility, the following should be attested to by a proper official.

I / We hereby appoint the individual designated above as Airport Manager and authorize him/her to exercise complete authority in the enforcement of the Rules and Regulations pertaining to the airport, and to take such action as may be required in the interest of safety to the public and to aircraft and pilots or as authorized under the Michigan Aeronautics Code section 259.86b and c.	
AUTHORIZED OFFICIAL SIGNATURE	DATE
AUTHORIZED OFFICIAL TO AIRPORT MANAGER (Print or type) JANET S. ANDERSEN	DATE
BUSINESS ADDRESS 304 E. LUDINGTON AVE, LUDINGTON, MI 49431	BUSINESS PHONE 231-843-7999

LICENSE CRITERIA**BASIC UTILITY**

- ☐ Airport has an airport manager licensed by the commission.
- ☐ A runway with a 1,200 foot landing length in each direction from a clear approach slope of 20 to 1. Unpaved shall have a minimum width of 50 feet with an additional 25 feet minimum width on each side clear of obstructions. Paved runways shall have a minimum width of 40 feet with an additional 30 feet minimum width on each side clear of obstructions.
- ☐ A 100-foot wide state primary surface for each runway clear of all obstructions (at least 100' but not less than width of runway).
- ☐ A rectangular state approach surface with a minimum width of 100 feet and a length of 5000 feet. The width of the state approach surface shall be at least as wide as the width of the runway. The state approach surface extends for a horizontal distance of 5000 ft at a 20:1 slope including 15 ft clearance over roads, 17 ft clearance over interstate highways, 23 ft clearance over railroads, and 25 ft clearance over property lines. The state approach surface begins at the runway end for unpaved runways.
- ☐ A permanent monument located on the centerline at or beyond each end of the runway.

The following pilot aids are maintained:

- ☐ (A) Paved runways marked with centerline and numbering in accordance with Federal Aviation Administration standards; unpaved runways marked in accordance with Michigan Aeronautics Commission standards.
- ☐ (B) A windcone.
- ☐ (C) Airports with right traffic patterns shall have a segmented circle with traffic pattern indicators.
- ☐ (D) Runway lighting, if available for public use, shall conform to Federal Aviation Administration standard color and layout.

The airport provides the following:

- ☐ (E) Auto parking area, itinerant aircraft parking, marked entrance from a public road.

GENERAL UTILITY

- ☐ Airport has an airport manager licensed by the commission.
- ☐ Runway with an 1,800-foot landing length in each direction from a clear approach slope of 20:1 and unpaved runway with a minimum width of 100 feet. Paved runways shall have a minimum width of 40.
- ☐ A 250-foot state primary surface for each runway clear of all obstructions.
- ☐ A state approach surface for each runway end that extends outward and upward from the end of the state primary surface for a distance of 5,000 ft. The shape of this approach surface is trapezoid with a width of 250 ft at the runway end and expands uniformly to a width of 1,250 ft. The state approach surface extends for a horizontal distance of 5,000 ft at a slope of 20:1, including 15 ft clearance over roads, 17 ft clearance over interstate highways, 23 ft clearance over railroads, and 25 ft clearance over property lines. The state approach surface begins at the runway end for unpaved runways.
- ☐ A permanent monument located on the centerline at or beyond each end of the runway.

The following pilot aids are maintained:

- ☐ (A) Paved runways shall have centerline marking and runway numbering conforming to the published standards of the Federal Aviation Administration.
- ☐ (B) Unpaved runways marked in accordance with commission standards.
- ☐ (C) Any crosswind runway(s) must meet minimum requirements set for a basic utility airport.
- ☐ (D) A lighted windcone.
- ☐ (E) Runway lighting shall be available from sunset to sunrise daily. Lighting configuration shall conform to the requirements of the Federal Aviation Administration regarding standard color and layout.
- ☐ (F) Airports with right traffic patterns shall have a segmented circle with traffic pattern indicators.

The airport provides the following:

- ☐ (A) An administration building or terminal building with sanitary facilities available to the public.
- ☐ (B) Adequate means to deter the unauthorized or inadvertent access to the aircraft operations area.

- ☐ (C) A telephone shall be available to the public 24 hours daily on the airport and its location shall be clearly indicated.
- ☐ (D) A formally adopted emergency service plan prepared by the airport owner.
- ☐ (E) Airport rules and regulations that are adopted by the airport owner and available to the public.
- ☐ (F) Itinerant aircraft parking and tie downs, including adequate ropes, chains, or equivalent.
- ☐ (G) Auto parking area, marked entrance from a public road.

AIR CARRIER

- ☐ Airport employs an airport manager licensed by the commission.
- ☐ A valid airport operating certificate, or a limited airport operating certificate, issued by the Federal Aviation Administration regulations.

SEAPLANE BASE

- ☐ No License Required

HELIPORT

- ☐ Employ an airport manager licensed by the commission.
- ☐ A length and width of the landing area of at least 1.5 times the length of the helicopter using the facility.
- ☐ At least two heliport approach surfaces free of obstructions. The heliport approach surface begins at the end of the heliport landing area with the same width as the landing area, and extending outward and upward for a horizontal distance of 4,000 feet where its width is 500 feet. The slope of the approach surface is 8 to 1. Two of the heliport approach surfaces provided shall be located to provide that their centerlines form an arc of not less than 90 degrees at their intersection. Each heliport approach surface shall provide an area suitable for an emergency landing during takeoff, climb-out, and landing.

The airport provides the following:

- ☐ If a heliport is located on an elevated structure or roof, then the heliport shall comply with local building and fire codes. The landing area shall be designed to support 1.5 times the maximum gross weight of the largest helicopter authorized to use the heliport. When applying for a license, the applicant shall file a certificate signed by a professional engineer registered in this state, certifying structural compliance of the heliport.
- ☐ An administration building or terminal building with sanitary facilities available to the public.
- ☐ A windcone or means of identifying wind direction.
- ☐ Ground level heliports shall have operational areas fenced or marked with caution signs to prevent the inadvertent or unauthorized entry of persons or vehicles.
- ☐ Signs indicating a heliport, located on its perimeter.
- ☐ Maintain clearly marked automobile parking area, itinerant aircraft parking area, entrance from a public rd.
- ☐ A telephone that is available to the public 24 hours daily on the heliport and the telephone's location clearly indicated.

UNIMPROVED AIRSTRIP LICENSE STANDARDS

An unimproved airstrip public airport license shall be granted if all the following minimum services and facilities are provided and maintained:

- ☐ (A) Have an airport manager licensed by the commission
- ☐ (B) At least 1 runway equipped with a 1,200-foot landing length in each direction from a clear approach slope of 20:1 and a 50-foot usable width with an additional 25-foot minimum width on each side which is free of obstructions.
- ☐ (C) An approach slope at a ratio of 20:1 with a width of not less than 100 feet. The approach slope shall be based on a clearance of all objects within the approach area, including a roadway clearance of 15 feet or 17 feet over an interstate highway and a railway clearance of 23 feet. Runway lights shall not be considered obstructions in the runway width required to be free of obstructions.
- ☐ A permanent monument established on the centerline at or beyond each end of the runway.
- ☐ A run way that is well defined by mowing, use of markers, or low peripheral farming with clearly marked displaced thresholds.
- ☐ A person using an unimproved airstrip shall do so at his or her own risk.
- ☐ No commercial operations may be based at an unimproved airstrip airport.