

**Grand Haven Memorial Airpark  
Premises License and Hangar Development Agreement**

This License is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Grand Haven, a Michigan municipal corporation, the principle business address of which is 519 Washington Avenue, Grand Haven, Michigan, 49417, and the “Licensee” which is:

Licensee

Name

Address

Phone

Email

Aircraft Reference and Identification

**RECITALS**

The City of Grand Haven (“City”) owns an airport known as the Grand Haven Memorial Airpark (the “Airport”), located in the City of Grand Haven, Ottawa County, Michigan, with the power, pursuant to the provisions of the Michigan Aeronautics Code (Act No. 327, Public Acts of Michigan of 1945, as amended), to grant licenses for use of the land and/or facilities and to grant rights and privileges with respect thereto.

The Airport is for general aviation use by the public and recognized by the Federal Aviation Administration (“FAA”) and the Michigan Department of Transportation (“MDOT”) for such general aviation use.

The City desires to lease land to Licensee and Licensee desires to lease land at the Airport, upon the terms and conditions herein contained, for the purpose of building and maintaining an approved structure for the storage of Aircraft and to obtain certain rights and privileges on the Airport.

The City seeks to preserve the purpose of general aviation use of the Airport and provide for the prudent stewardship of taxpayer resources in equitable and efficient administration of Airport affairs.

This License Agreement (“License”) does not convey any ownership of any real property as described. The License simply conveys a right to use certain land for certain purposes.

## **DESCRIPTION OF PROPERTY/PREMISES**

Land/Hanger (“Premises”) ID: “J” - \_\_\_\_\_

Measuring \_\_\_\_\_ feet wide by \_\_\_\_\_ feet deep (see Paragraph 1.2)

Totaling \_\_\_\_\_ square feet of land Licensed (see Paragraph 1.2)

A structure (hangar), measuring \_\_\_\_\_ feet wide by \_\_\_\_\_ feet deep is to be constructed on land as described.

Other area(s), measuring \_\_\_\_\_ feet by \_\_\_\_\_ feet. Description of other area and use:

## **TERMS AND CONDITIONS**

NOW, THEREFORE, in exchange for the consideration in and referred to by this License, the parties agree as follows:

### **ARTICLE 1** **PREMISES**

1.1 License. The City grants the Licensee, subject to the terms, conditions, covenants and provisions herein, an exclusive License to use certain real property located at the Airport in the City as described above and on the attached Exhibit A. This License shall affect only the land as identified and not other land, hangars, or improvements, and the City, in the City’s sole discretion, may use, convey, or grant leases or Licenses in any other part of the Airport to any other party.

1.2 Premises shall consist of the land area of the total square footage of the hangar plus an “apron” of equal size to the hangar, plus any additional other areas (such as a parking area), plus a three foot perimeter around three sides of the land as described on Exhibit A (the “Premises”).

Calculation of square footage:

Proposed Hangar

Apron

Additional

Three foot perimeter

Premises total square footage

Premises dimensions

1.3 This License to the Premises is subject to all zoning ordinances affecting the Premises and/or building use, “Airport Minimum Standards”(Grand Haven Memorial Airpark

Minimum Standards) as applicable, FAA requirements, and other restrictions and matters of record including the Airport Layout Plan (“ALP”).

1.4 Rights. Subject to the Licensee’s payment of the consideration required by this License, compliance with the provisions of Chapter 4 of the Code of Ordinances of the City of Grand Haven (the “City Code”) and Airport Minimum Standards, which provisions are incorporated into this License, compliance with rules and regulations referred to in this License, and compliance with all other laws and conditions of this License, the Licensee shall have the right and privilege on, over and across the Airport of ingress to and egress from the Premises and the Licensee’s employees, agents, passengers, guests, patrons and invitees shall have the same access; provided, that the City is not prevented from granting leases or Licenses to others for use of other areas of the Airport.

1.5 Title. The parties acknowledge and agree the City holds the title to the Premises and that this License in no way conveys any interest in any part of the Airport.

## **ARTICLE 2**

### **TERMS**

2.1 License Term. This License shall be for an initial term of 10 years commencing with the mutual execution of the License (“Commencement Date”), unless sooner terminated or extended as herein provided. Licensee shall have the right to renew the term of this License for two additional 10 year periods by giving the City notice of Licensee’s intent to renew the License in accordance with the conditions as set forth in Paragraph 2.2 (Renewal Notices) of this License.

2.2 Renewal Notices. At least 90 days but not more than 180 days before the expiration of the initial 10 year term of this License, Licensee must notify City of its intention to lease the Premises for the additional option period as stated in Paragraph 2.1. For a License extension beyond that offered in Paragraph 2.1 (i.e. beyond 30 years), and following the above notification period, the City, 60 days prior to the expiration of the License, shall notify Licensee upon what, if any, terms and conditions City would be willing to License the Premises. Licensee may enter into a License on the offered terms and conditions by making notice of acceptance to City at least 15 days prior to the expiration of this License.

2.3 Title of Designated Improvements to Revert. At termination or expiration of this License, all below ground, ground level, and above ground improvements constructed by Licensee remain vested with the Airport. If deemed unusable or undesirable by the Airport, Licensee agrees to remove all those improvements within 90 days of License expiration date at Licensee’s expense and at the Airport’s direction.

2.4 Suspension and Abatement. In the event that the City’s operation of the Airport should be restricted substantially by action of any court of competent jurisdiction, by action of the federal government or any agency thereof, by an existing or future agreement 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, or by action of the State of Michigan or any agency thereof, then the Licensee shall have the right, upon written notice to the City, to a suspension of this License and an abatement of a just proportion of the fees or charges for the Premises or a just proportion of the

payments to become due hereunder, from the time of such notice until such restriction shall have been remedied and normal operations restored.

2.5 City reserved right. Should it become necessary for the reasons of safety or Airport development, the City reserves the right to acquire and/or demolish and/or relocate with recourse, the hangar on the Premises in accordance with this License. In such event, the City shall give no less than 90 days written notice to Licensee of the City's need and intent regarding the hangar.

2.6 Abandonment. Should Licensee abandon the Premises and fail to use the same for a period of 90 consecutive days, then at the option of City, this License may be terminated, and all parties released therefrom and all improvements on the Premises shall then pass to and vest in City.

2.7 Termination of License. Should Licensee fail to comply with the provisions of this License in any respects, the City retains the right to terminate this License in accordance with its provisions. Both parties retain the right to voluntarily terminate this License upon mutual written consent. Upon termination for noncompliance of any portion of this License, Licensee shall have 30 days to remove all personal property including structures from the Premises unless an extension is applied for in writing, explaining the nature of need, and the City grants the extension in its discretion. After the 30 day period all improvements and personal property on the Premises shall then pass to and vest in City.

2.8 Upon Termination or Abandonment. After termination or abandonment of this License, Licensee's Aircraft is so placed on an uncovered portion of the Airport, Licensee shall be obligated to pay the City with respect to such Aircraft, all storage rates assessed by the City. Licensee shall also pay to the City all reasonable charges imposed and expenses incurred by the City to remove the contents of the Hangar if necessary

### **ARTICLE 3**

#### **FEES**

##### 3.1 License Fee Calculation:

Rate            per square foot per year

Total square feet

(Rate)        x        (Sq Ft) =        (Yearly Fee)

3.2 License Fee. The Licensee agrees to pay to the City for the use of the Premises, and for rights and privileges granted pursuant to this License, during the term of this License, the License Fee of \_\_\_\_\_, for the first year of the License, payable at the beginning of each quarter (1/4 yearly fee) or \_\_\_\_\_. Beginning the following years, the License Fee shall increase by lesser of the annual inflation rate or by five percent of the License Fee for the preceding year of the License. The annual inflation rate shall be determined by the State of Michigan Treasury Department or the Consumer Price Index, as determined by the City, using the previous 12 month period. ("Consumer Price Index" means the Consumer Price Index published by the Bureau of National Statistics of the United States Department of Labor). The License Fee shall never decrease, unless otherwise agreed by both parties in writing.

3.3 The License Fee is payable, in advance, on the first day of each quarter. The Licensee agrees to pay to the City a late fee of five percent or \$15.00, whichever is greater, on any payment which is more than 14 days delinquent.

3.4 Additional Fees. In addition to the License Fee, the Licensee agrees to pay all other fees or charges required of or imposed on users of the Airport and pursuant to the provisions of the City Code. In addition, any time the right to occupy the Licensee's hangar unit is transferred by an assignment or sale, the Licensee shall pay the City a Transfer Fee equal to one percent of the gross sale amount or fair cash market value of the hangar unit or any portion thereof.

3.5 Fees under this License shall be paid to the City of Grand Haven, 519 Washington Ave., Grand Haven, Michigan, 49417.

#### **ARTICLE 4** **USE OF PREMISES**

4.1 Licensee's Use. City hereby grants to Licensee the right to occupy, construct, and maintain a hangar on Premises as herein provided and shown in exhibit A.

4.2 Premises' Use. The Premises shall be used for aviation related purposes only and limited to personal Aircraft storage and aircraft related items. The Premises shall not be used for warehousing of personal property. No residential use shall be permitted of the hangar. The use of the Premises must at all times conform to applicable regulation and policies of the City and Airport Minimum Standards, regarding the operation and management of the Airport. No uses shall be permitted that will violate any federal or state law, municipal ordinance, or applicable regulation. Neither Licensee nor its assigns shall enter into other uses not specifically authorized by this License. It is mutually acknowledged that this License does not grant to the Licensee the right to engage in any commercial operation unless that right is specifically granted by the City in an Airport Commercial Use License as outlined in the Airport Minimum Standards.

4.3 Common Area Use. Licensee shall, during the term of this License, have the right to use in common with others such public Airport runways, taxiways, roads, ways, and areas at the Airport (collectively "Common Areas") that are necessary for ingress and egress to and from the Premises, subject to all other terms and conditions of this License, and any rules or regulations for the Common Areas establish from time to time by the Airport Manager or the Airport Minimum Standards.

4.4 Nothing in this License shall, or shall be construed to, limit in any way the right and authority of the City to exercise its proprietary or governmental powers in any way over the Airport, Common Areas, the Premises, or any other area of the Airport.

4.5 Snow Removal. The City agrees to provide snow removal on any aprons or the public aircraft areas of the Airport in accordance with priorities it deems appropriate. The Licensee shall be responsible for snow removal within four feet of the Hangar.

4.6 Parking. All motor vehicles for the Licensee and its agents and guests shall be parked in the areas as specified, assigned, and/or designated by the Airport Manager.

4.7 Flammable or Hazardous Materials. The storage and accumulation of flammable or hazardous materials on the Premises or in the hangar on the Premises is prohibited.

4.8 Covenant of quiet enjoyment. As long as Licensee is not in default under this Licence, Licensee shall be entitled to quiet possession of the Premises during the term of this License.

## **ARTICLE 5**

### **RIGHT OF ENTRY BY THE CITY**

5.1 Right of Entry. The City may enter the Premises at any reasonable time for any purpose necessary, incidental to, or connected with the performance of its obligations, in the exercise of its governmental functions, for the inspection of the Premises, the collection of established Airport use fees, or in the event of any emergency. The City shall attempt, where practicable, to provide to the Licensee advance notice (in writing or otherwise) that it intends to enter the Premises.

## **ARTICLE 6**

### **LEGAL COMPLIANCE**

6.1 Legal Compliance Requirement. The Licensee agrees to comply with all applicable local, state, and federal laws, ordinances, and regulations. Such regulations shall include without limitation those relating to industrial hygiene, environmental protection, and the use, generation, manufacture, storage, disposal, or transportation of hazardous substances, hazardous waste, or toxic substances (as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 USC 6901, *et seq.*, or the Toxic Substances Control Act, 15 USC 2601, *et seq.*) on, about, or from the hangar and/or the Premises. In the event the City is assessed a penalty or fine for a violation of security, safety, environmental or other laws or regulations by the Licensee or the Licensee's employee or agent, the Licensee agrees to reimburse the City for the amount of the penalty or fine.

6.2 Security Procedures. The Licensee agrees to comply with any and all Airport security program provisions and requirements, as the same may from time to time be adopted or implemented.

## **ARTICLE 7**

### **INDEMNITY AND INSURANCE**

7.1 Indemnification. The Licensee shall hold the City (including for purposes of this paragraph its officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the City) against any and all liability for loss, damage, death, injury, or other casualty to persons or property, except to the extent such death, injury, or casualty is caused by the negligence of the City. The provisions of this section shall survive the expiration or early termination of this License.

7.2 Insurance. The Licensee agrees to maintain the following insurance covering the Premises and of areas used by the Licensee in common with others. Such coverage shall be primary *vis-à-vis* the City's insurance coverage and shall name the City as an additional insured to the extent of the contractual liability assumed by the Licensee pursuant to the terms of this License. Such

insurance shall include Commercial General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of \$1,000,000 combined single limit. Such policy shall include coverage for Premises and Operations, including all leasehold improvements, for their full replacement value, Contractual Liability as applicable to the hold-harmless provisions in this License, Broad Form Property Damage, Aircraft Liability, coverage for losses to the City's real property improvements resulting from the acts and omissions of the Licensee, and a Cross Liability Endorsement for the City as an additional insured and certificate holder. With respect to construction, alterations, improvements and the like required or permitted to be made by Licensee hereunder, the Licensee shall provide contractor's protective liability and builder's risk insurance coverage in the amount of \$1,000,000. In addition, Licensee shall secure or cause its contractor to secure during construction of the Premises worker's compensation insurance (statutory limits). The parties may agree in writing to a lesser amount of coverage. The Licensee shall maintain such insurance on the Licensee's personal property and fixtures located on the Premises as the Licensee may elect. Each insurance policy required by this section shall provide that it may not be terminated or amended without 30 days' prior written notice to the City.

7.3 Proof of Insurance. Licensee shall provide to the City copies of insurance policies required by this article and certificates of insurance showing such insurance as is required by this article to be in effect with premiums paid. In the event of the failure of the Licensee to maintain such insurance or to file certificates and copies of policies with the City, the City may, but shall not be required to, purchase and keep in effect said insurance and the cost of that insurance shall be an additional fee immediately due from the Licensee to the City.

## **ARTICLE 8** **ASSIGNMENT**

8.1 By the Licensee, This License shall not be conveyed or assigned to any other party except with the express written consent of the City. The City reserves the right to renegotiate any and all portions of this License with the Licensee, who shall not rely upon this License as a reason or basis for sub-leasing or assignments. No partial or total sublease of the hangar or other shared use agreement of the hangar or the Premises is allowed without prior written request by Licensee and written approval by City.

8.2 By the City. The City may, without any approval of the Licensee, upon the conveyance of the Airport or any interest in it, assign its rights, duties, and obligations under this License to the grantee of that conveyance.

8.3 Binding. All the covenants, stipulations, and agreements in this License shall extend to and bind the legal representatives, successors, heirs, and assigns of the respective parties hereto. This article shall not be construed to enlarge the Licensee's right under Paragraph 8.1.

## **ARTICLE 9** **CONSTRUCTION**

9.1 Construction. Prior to building any structure, modification, or addition to or on the Premises, all plans must be approved by the Airport and Airpark Board, City, the FAA by way of form 7640, and MDOT Aeronautics as relevant; any such structure, modification, or addition must comply with the Airport Layout Plan and/or updated ALP (as result of this License). Buildings will be

constructed according to the Airport Minimum Standards as applicable, City building codes as adopted at the time of construction and as relevant to an airport, and any FAA requirements. To insure the viability of the structure and construction, the City will require that a hangar or additions to a present structure go through the Planning and Zoning Department submittal and approval process. The proposed hangar must meet all building codes for its intended use, modifications are subject to approval before being implemented, and all pertinent fees must be paid. The City Building Inspector will conduct inspections of the facility during construction, and must be contacted per schedule of inspections as each schedule is made ready, before the next schedule of construction may proceed. Any discrepancies must be corrected before further construction is permitted.

9.2 Licensee agrees to and is responsible for the following:

9.2.1 Updating the Airport Layout Plan thorough the Airport Manager in conjunction with the Airport's consulting firm, if required. (Licensee will be responsible for any costs involved in this process.)

9.2.2 All permits, including utility permits and installation. Licensee's obligations under this License are contingent on Licensee obtaining all necessary governmental permits and approvals for its proposed use of the Premises (see also Paragraph 9.2.3). Licensee agrees to proceed in good faith and with diligence to obtain these permits and consents and to develop the Premises in accordance with the plans and specifications as submitted.

9.2.3 Environmental Study and Approval. (This can be done with Airport's consulting firm.)

9.2.4 Design hangar on the Premises in such a manner to blend in with architectural and general appearance of the adjoining Airport facilities as approved by the Airpark Board and the City. Hangar shall meet minimum square footage as specified in the Airport Minimum Standards

9.2.5 To construct connecting apron pavement/taxilane as may be the case according to the specifications of the Airport, City, or any FAA requirements.

9.2.6 Licensee is solely responsible to pay for all materials and work to erect and maintain the hangar on the Premises.

9.2.7 Premises size is determined as outlined in Pargraph 1.2 - If parking area is included, area must be an all weather surface, i.e. concrete and/or asphalt, and approved by the Airport.

9.2.8 Licensee or its contractor must meet security requirements of the Airport during construction, as defined by the Airport Manager and the security program for the Airport.

9.2.9 Any interior additions or modifications must be approved by the Airport, to insure compliance with intended hangar use.

9.2.10 Utilities. Licensee shall make all provisions it deems necessary for connection to necessary utilities and shall pay the full cost and expense for installation and use of all said utilities. All such utilities shall be segregated by a separately metered account in Licensee's name and City shall not be responsible for payment of any utility service used by Licensee.

9.2.11 Licensee shall secure or cause its contractor to secure, during construction of the hangar and any other Premises improvements, worker's compensation insurance.

9.3 Storage Tanks. If any storage tank is authorized by City, Licensee covenants and agrees that it will comply with all Federal, State and local laws and regulations concerning the



installation, operation, maintenance, and inspection of above ground and underground storage tanks, including financial responsibility requirements.

## **ARTICLE 10**

### **MAINTENANCE**

10.1 Maintenance. Licensee agrees to keep Premises in a neat and orderly condition at all times. Licensee shall assume the entire responsibility and shall relieve City from all responsibility for all repair and maintenance whatsoever with respect to the Premises (except snow plowing), whether such repair or maintenance be ordinary or extraordinary, or otherwise, and without limiting the generality hereof. The building will be kept in a state a good repair. Licensee agrees to make repairs within 60 days of notice by the Airport in writing. Damaged panels, broken windows, peeling paint, heaved or broken pavement, are examples of conditions that will not be tolerated.

10.2 Licensee Maintenance and Repair Responsibilities. Responsibilities in general include (see exhibit B for detail list):

10.2.1 Keep at all times in a clean and orderly condition and appearance the Premises and all Licensee's fixtures, equipment, and personal property which are located in any part of the Premises which is open to or visible by the general public.

10.2.2 Paint the exterior and interior of the Premises, repair and maintain all doors.

10.2.3 Repair and maintain all building systems, including but not limited to HVAC, electrical, Fire Suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.

10.2.4 Keep all areas of the Premises, including the apron areas, in state of good repair to include repair of any damage to the pavement or other surface of the Premises or any building improvements caused by weathering and/or aging, Licensee's operations, or by any oil, gasoline, grease lubricants or other flammable liquids, and substances having a corrosive or detrimental effect thereon.

## **ARTICLE 11**

### **MISCELLANEOUS**

11.1 Notices. Notices shall be personally delivered or sent by certified mail, return receipt requested, to the address first written above or such other address as provided by notice to the other party.

11.2 Relationship of Parties. Nothing contained in this License shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any other relationship between the City and the Licensee, other than the relationship of licensor and Licensee.

11.3 Definition of "Licensee." "Licensee" shall include the Licensee and the Licensee's employees and agents.

11.4 Enforcement. To the extent not otherwise prohibited by law, the parties agree that in any action brought pursuant to or to enforce any portion of this License (i) the jurisdiction and venue shall be solely in the state courts of Ottawa County, Michigan, and (ii) the prevailing party in

any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal costs, incurred to bring, maintain, or defend any such action from its first accrual or first notice thereof through any and all appellate and collection proceedings.

11.5 Taxes. During the term of this License, Licensee shall pay all taxes as applicable to an airport, including any and all ad valorem, sales, use, or other taxes levied, assessed, or charged upon or with respect to the Premises and special assessments levied against the Premises, including installment payments for special assessments extending beyond the term of this License. Licensee may contest the amount or validity of any taxes or special assessments by appropriate proceedings, provided Licensee shall pay them when all appeals are completed.

11.6 Interest. Any sum accruing to the City under the provisions of this License which shall not be paid when due shall bear interest at the rate of ten percent *per annum* (or the maximum among allowed by law whichever is less) from the date written notice specifying such nonpayment is served on the defaulting part, until paid.

11.7 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokers' commission or finders' fees in connection with the execution of this License, except as listed below, and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

11.8 Waiver. No waiver or delay by the City in enforcing any of the terms, covenants, or conditions of this License to be performed, kept, and observed by the Licensee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Licensee.

11.9 Severability. If any portion of this License is not legally enforceable as written, that portion shall be revised as necessary to make enforceable, or otherwise eliminated. Any such revision shall have no impact on the rest of the License.

11.10 Environmental Regulations. Licensee agrees to comply with all applicable federal, state, regional, and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended. Licensee accepts full responsibility and liability for such compliance (see also Paragraph 9.2.3).

11.11 Federal Storm Water Regulations. Licensee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Licensee agrees to observe and abide by all regulations as applicable to the Premises.

11.12 Americans with Disabilities Act. Licensee shall comply with the requirements of the Americans with Disabilities Act, as amended, and any State or City requirements regarding persons with disabilities.

11.13 Non-Exclusive Right. This License shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal, or local statutes, FAA grant assurances, covenants, or regulations.

11.14 Discrimination. Licensee acknowledges that the Airport is a federally obligated airport and accordingly, the Licensee hereby covenants and agrees that (1) no person on the grounds of race, color, national origin, or any other personal characteristic prohibited by applicable law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport and its facilities; (2) in the construction of any improvements on, over, or under the Premises, no person on the grounds of race, color, national origin, or any other personal characteristic prohibited by applicable law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the Licensee shall use the Premises in compliance with all other requirements imposed by the Department of Transportation Regulations - 49 CFT Part 21 – DOT Title VI Assurance – AC 150/5100-15A.

11.15 Modifications. No modification, alteration, or amendment to this License shall be binding unless in writing and signed by both parties to the License.

11.16 Whole Agreement. This License constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this License. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the License leading up to its signing and not set forth in this License shall be used by any of the parties to construe or affect the validity of this License. Each party acknowledges that no representations, inducement, or condition not set forth in this License has been made or relied on by either party

The parties have executed or caused this License to be executed by its duly authorized officers as the date written above.

**CITY OF GRAND HAVEN**

**LICENSEE**

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

**Name:** \_\_\_\_\_

\_\_\_\_\_

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

**By** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PREMISES:**

*Drawing and description*

## **EXHIBIT B**

### **Grand Haven Memorial Airpark**

#### **Private Hangar Maintenance Standards**

##### **General**

Private hangars shall be subject to all codes and ordinances of the City. The Airport Manager, or his or her designee, shall be the individual who makes final determination on the interpretation of these standards.

##### **Weeds & Landscaping**

Hangar lots will be landscaped with grass or other ground cover to prevent dirt, sand, rocks, and other materials from contaminating the taxiways or ramps. Premises shall be maintained free from weeds or plant growth. Weeds shall be defined as all grasses, annual plants, and vegetation, excluding trees or shrubs; this term shall not include cultivated flowers.

##### **Litter, Junk & Garbage**

The storage or accumulation of litter, junk, trash, rubbish, refuse, waste materials, garbage, debris, or other foreign substances of every kind shall be prohibited outside the hangar. Junk shall include parts of aircraft, machinery, vehicles, appliances, furniture, remnants of wood or metal, crates, cartons, or any other cast-off materials of any kind whether or not they could be put to any reasonable use.

##### **Exterior Walls**

The exterior wall system, which includes doors and windows, shall provide the building with a weather resistant exterior shell. The exterior wall system shall be properly caulked and sealed to resist weather intrusion. Exterior walls shall be structurally sound and anchored to a sound building foundation. All exterior walls shall be completely treated and painted if rust, peeling paint, or cracking paint in excess of 15 percent of any wall surface area is found.

##### **Roofs**

The roof system shall provide the building with a weather resistant exterior shell. The roof system shall be properly caulked and sealed to resist weather intrusion. All roofing materials and associated accessories shall be properly adhered and connected. The entire roof system shall be completely treated and coated if rust or peeling or cracking coating material in excess of 15 percent of the roof surface area is found.

##### **Doors**

All hangar doors and a minimum of one pedestrian door, if so equipped, shall be fully operational and provide the building with a weather resistant exterior shell. All doors shall be properly caulked and sealed. All doors shall be lockable and secure. Support components for the door system shall also be operational and in structurally sound condition. The exterior of the doors shall be treated as exterior walls for the purpose of exterior paint/finishes.

##### **Windows**

All windows, including those in hangar doors, shall be free from breakage and provide the building with a weather resistant exterior shell. Windows shall be properly caulked and sealed. Operable

windows must have interior locks. Window glass can be transparent or have an opaque coating but shall not be painted. Window opening shall not be visibly boarded over with any materials, except as needed for short term (less than 30 days) emergency situations to protect the building from theft or weather damage. Permanent boarding of windows shall be accomplished only by the installation of boarding from the interior with the installation of an opaque window covering to make the boarding non-visible. Exterior window frames shall be treated as exterior walls for the purpose of exterior paint/finishes.

**Ramps/Hangar Drives**

Paved surfaces should be kept free of spalling and foreign object debris. Excessively buckled or heaved concrete should be repaired or replaced to maintain a surface that is fully compatible to the ingress and egress of aircraft. Open cracks (over one-quarter inch in width) in paved surfaces should be sealed and loose chunks of pavement should be removed and then the surface repaired or replaced as necessary.