

AIRPORT LEASE AGREEMENT

This lease, made effective as of the 1st day of January 2024, by and between the **City of Grand Rapids** (hereinafter referred to as Lessor), and **Airways Aviation Center, Inc.** (hereinafter referred to as Lessee) witnesseth:

Whereas, Lessor operates the airport known as Grand Rapids-Itasca County Airport, situated in the County of Itasca, State of Minnesota (hereinafter, together with any additions thereto or enlargements thereof whether or not made with corporate funds of Lessor, government grants in aid, or any other funds of any nature whatsoever, referred to as the "airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessee is engaged in the business of air transportation and general aviation and desired to lease office/administrative, hangar, tie-down, seaplane, and fuel dispensing space at the airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Lessor is willing to lease such space to grant rights and privileges with respect thereto to Lessee, upon the terms and conditions hereinafter provided; and

Whereas, it is the intent of the Parties that this Agreement replace and supersede all other Agreements between the Parties;

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

1. LEASE OF EXCLUSIVE SPACE AT AIRPORT.

Lessor leases to Lessee and grants to Lessee, its employees, agents, passengers, guests, patrons and invitees, the use of the following premises (including improvements and facilities therein) to be located at the airport as shown on Exhibit A and as further legally described on Exhibit B, attached hereto and made a part hereof. The lease space is comprised as follows:

Tract A - Seaplane Base – which for the purposes of determining the rental values shall be deemed to contain 15,000 square feet.

Tract B - Tie-Down Area — which for the purposes of determining the rental values shall be deemed to contain 17,850 square feet.

Tract C - T Hangar Area — which for the purposes of determining the rental value shall be deemed to contain 11,050 square feet.

Tract D - Fixed Base Operation Ramp Area (airside) — which for the purposes of determining rental value shall be deemed to contain 45,000 square feet.

Tract E - Public/Employee Parking and Storage Area(s) (landside) — which for the purposes of determining rental value shall be deemed to contain 25,000 square feet.

Tract F - Administration (2,000 square feet)/Heated Hangar (12,500 square feet), which for the purposes of determining rental value shall have an annual rental fee of \$21,666.02, together with such increases as hereinafter set forth, and shall not be calculated on a square footage basis.

Tract G - Maintenance Building, which for the purposes of determining the rental value shall be deemed to contain 9,130 square feet.

Tract H - Bignall Building, which for the purposes of determining the rental value shall be deemed to contain 2,711 square feet. NOTE: The use of this building will expire on December 31, 2026.

The premises (including improvements and facilities therein) at the Airport leased to Lessee hereunder are hereinafter referred to as "leased space" or "leased premises".

2. USE OF SPACE.

The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of leased space shall include the use thereof for the following purposes:

- (a) the maintenance and operation, in connection with the conduct by the Lessee of a Fixed Base Operation, aircraft sales, aircraft maintenance, aircraft rental and fuel sales;
- (b) the training of personnel in the employ of under the direction of Lessee;
- (c) the maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;
- (d) the storage, use, protection, operation, maintenance, repair and manufacturing of aircraft and motors and their accessories, and for the housing, shelter, comfort, convenience and instruction of its employees and patrons and the handling, protection and transportation of passengers and cargo, including postal matter, freight and express, and unless prohibited by the Office of Aeronautics of the Department of Transportation, or the resolutions and lawful rules of the authorities governing the airport, for the purpose of a school of instruction for student flyers and including the right to install and maintain, subject to any limits herein or hereinafter provided, an aircraft fuel refilling station, and together with the use in common with others of all approach roads, highways, parking areas and walks leading from the public highways to said airport and to the premises hereby demised, and any other use or purpose not inconsistent with ordinary aviation and commercial flying;
- (e) the carrying on or other operations and activities reasonably necessary or convenient to the conduct by Lessee of the foregoing provided, however, that all such other operations and activities shall be subject to the approval of the Lessor; and
- (f) the Lessee covenants that it will not sub-lease any portion of Tracts B through H without first informing the Lessor in writing of the proposed sub-lease agreement at least 30 (thirty) days prior to executing said sub-lease. Likewise, the Lessee must allow the Lessor 30 (thirty) days to object to the sub-lease agreement. If the Lessor does object to the proposed sub-lease, the Lessee will not be allowed to sub-let the property. Any sub-lease tenant allowed by the Lessee must also otherwise comply with any and all zoning regulations of the City of Grand Rapids. The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of common areas shall include the exercise of all rights and privileges thereon available for common use. The use of common areas shall be subject to rules and regulations promulgated by Lessor.

3. INGRESS AND EGRESS; RIGHT TO PURCHASE PROPERTY.

Subject to the foregoing and to rules and regulations promulgated by Lessor, Lessee shall have the right and privilege over the airport of ingress to and egress from the premises and facilities leased under this Agreement, except for restricted areas, for its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, and it's or their equipment, vehicles, machinery and other property, and except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by Lessor upon Lessee, its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Lessee, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Lessee's business or exercising any right or privilege granted by Lessor hereunder.

Lessee shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

4. TERMS.

The term of this Agreement shall be from January 1, 2024 and terminating on December 31, 2026, unless terminated earlier in compliance with paragraph 22 below.

5. RENTALS.

Commencing January 1st, 2024 and thereafter during the term hereof as to such leased space, Lessee shall, on or before the first day of each calendar month, pay to Lessor rental for leased space, as follows:

Tract A - Lessee shall further pay to the Lessor Twenty Eight dollars and Fourteen cents (\$28.14) per month for a total of Three Hundred Thirty Seven dollars and Seventy Three cents (\$337.73) per year (calculated at \$0.0225 X 15,000 square feet).

Tract B - Lessee shall further pay to the Lessor Thirty Three dollars and Forty Nine cents (\$33.49) per month for a total of Four Hundred One dollars and Ninety cents (\$401.90) per year (calculated at \$0.0225 X 17,850 square feet) for public aircraft tie down or to the extent permitted by law and/or the City of Grand Rapids. Additionally, no aircraft shall be tied down for more than 180 days in any calendar year.

Tract C - Lessee shall further pay to the Lessor Two Hundred Forty Three dollars and Eighty Eight cents (\$243.88) per month for a total of Two Thousand Nine Hundred Twenty Six dollars and Fifty Nine cents (\$2,926.59) per year (calculated at \$0.2648 X 11,050 square feet)

Tract D - Lessee shall further pay to the Lessor Eighty Four dollars and Eighty Three cents (\$84.83) per month for a total of One Thousand Thirteen dollars and Sixteen cents (\$1,013.16) per year (calculated at \$0.0225 X 45,000 square feet).

Tract E - no charge

Tract F - Administration/Heater Hangar, an initial monthly rental of One Thousand Eight Hundred Five dollars and Fifty cents (\$1,805.50) for a total of Twenty One Thousand Six Hundred Sixty Six dollars and Two cents (\$21,666.02) per year or such rate as hereafter established for the rental of said space to the general public for like facilities.

Tract G - Lessee shall further pay to the Lessor Two Hundred One dollars and Forty Nine cents (\$201.49) per month for a total of Two Thousand Four Hundred Seventeen dollars and Eighty Five cents (\$2,417.85) per year (calculated at a rate of \$0.2648 X 9,130),

Tract H - Lessee shall further pay to the Lessor Fifty Nine dollars and Eighty Three cents (\$59.83) per month for a total of Seven Hundred Seventeen dollars and Ninety Three cents (\$717.93) per year (calculated at a rate of \$0.2648 X 2,711).

TOTAL - Lessee shall pay to Lessor Two Thousand Four Hundred Fifty Six dollars and Seventy Six cents per month (\$2,456.76) for a total of Twenty Nine Thousand Four Hundred Eighty One dollars and Seventeen cents per year (\$29,481.17).

SEE APPENDIX A FOR ANNUAL 2% INCREASE FOR YEARS 2024 THRU 2026.

Lessee agrees to pay Lessor the monthly rent set forth above on or before the first day of each month and mail or deliver payments to:

City of Grand Rapids
C/O City of Grand Rapids Finance Department
420 North Pokegama Avenue
Grand Rapids, MN 55744

6. EXCLUSIVE CONCESSION TO SELL FUEL OR AIRCRAFT.

Lessee shall have the exclusive right and privilege to sell aircraft fuel and oil products for aircraft at airport.

Lessee agrees to pay to Lessor for right and privilege of selling aircraft fuel and oil products for aircraft on above-described premises the following sums, to wit: \$0.08 per gallon for all fuel pumped from the tanks owned by Lessor.

Lessee agrees during whole period of this Agreement to keep proper records and books of sale or other disposition of foregoing products at airport and to permit said books and records to be inspected by Lessor from time to time.

Lessee agrees to make proper settlement with Lessor on the 15th day of each month during period hereof for sales made during preceding calendar month. A sale shall be deemed as made when products herein described shall have been received by purchaser, regardless of time of payment for such purchase by purchaser.

Lessee agrees that said premises and equipment installed thereon shall be kept in a neat, safe and sanitary condition, and shall be so managed and operated as not to endanger lives or properties of others.

Lessee shall comply with all State and Federal environmental rules and regulations and shall be responsible for clean-up costs relative to its fuel dispensing operations.

7. DESTRUCTION OF PREMISES.

If during the term hereby granted the Administration/Heated Hangar, Tract F, shall be damaged or destroyed by fire or other casualty, the Lessor shall repair and restore the same at the Lessor's expense and as promptly as possible. If such damage or destruction shall be so extensive that the cost of repair or

restoration would be in excess of twenty five percent (25%) of the value of the demised hangar building when restored, this lease shall terminate at the option of the Lessor. If at the time of the injury or destruction, the unexpired term shall be more than one year, the Lessee shall be privileged to extend the current term for a total of two (2) years. If Lessee shall elect to take such extension, then

- (1) the Lessor shall repair or restore the demised premises at the Lessor's expense and as promptly as possible.
- (2) the said extension shall begin thirty (30) days after the Lessor shall have completed such repairs or restoration.

In the event of termination under this paragraph, all rent shall be adjusted and apportioned at the time of such destruction; otherwise, the rent shall be abated in an amount corresponding with the time during which, and the extent to which, the premises have been un-tenantable.

8. CONSTRUCTION, MAINTENANCE AND REPAIR OF LEASEHOLD.

Lessee may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, on all or any part of leased space. All such construction or installation shall be made after obtaining the requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Lessor prior to the commencement of construction or installation. Any advertising signs installed on leased premises shall be subject to the approval of the Lessor. Further, that Lessee will not suffer or permit to be maintained upon the outside of the buildings on said tract or tracts any bill boards or advertising signs, except that Lessee may maintain on the outside of any of the buildings thereon neatly painted signs containing the name of the Lessee's company and signs in connection with valid purposes and uses of the premises hereunder, said signs to be of such size as to conform to the ordinances of the City of Grand Rapids.

Lessee shall keep and maintain all such improvements and facilities including buildings owned by Lessee and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear expected. No restrictions shall be placed upon Lessee as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Lessee shall keep leased space in a sanitary and sightly condition.

Lessee shall move snow, ice, and debris away from buildings, fences, and aircraft located within, or adjacent to, Tract D to facilitate Lessor snow, ice, and debris control activities.

Lessee covenants that he will allow Lessor, and/or its authorized representatives to enter upon the leased premises, for the purpose of inspection, at any reasonable times.

It is understood by the parties that as a consideration of this lease and for prior leases the Lessee has constructed certain buildings upon said premises, upon Tracts C, G, & H, which buildings are the sole and express property of the Lessee herein and that in the event of the termination of this lease as herein provided or otherwise, the Lessor shall have the option to purchase said buildings or any of them for their then appraised value within ninety (90) days after the termination of the lease, and in the event the Lessor does not desire to purchase the same, the Lessee may sell or dispose of such buildings to anyone, with the

right to the Lessee or purchaser to enter upon said premises and remove said buildings within ninety (90) days of the date that Lessor shall notify the Lessee of its refusal to purchase. Lessee shall not sell any buildings during the term of this lease without the written consent of the Lessor.

Except as otherwise agreed upon in writing by both Lessor and Lessee, it is understood and agreed that all personal property, fixtures, electrical equipment and other devices used in the operation of said airport and owned by the Lessor and installed in the buildings on said premises owned by the Lessee, will be and remain the property of the said Lessor, even though attached to the buildings belonging to the Lessee, will at all times be protected by the said Lessee and will not be removed from said buildings or premises, except upon the written consent of the Lessor. That upon the termination of this lease for any cause, Lessor shall have the right to remove any and all such personal property from the buildings of Lessee before such buildings are sold and disposed of within a, reasonable time after such termination.

The Lessee shall also provide that the 15 x 15 entry to the Administration/Heated Hangar shall be kept open 24 hours per day for the use of the general public using the Airport. Further, the Lessee shall provide and maintain a pilot's lounge upon said premises.

9. COVENANT AGAINST LIENS.

Lessee shall keep leased space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Lessee; provided, however, that Lessee may in good faith contest the validity of any lien.

10. PERFORMANCE BY LESSOR UPON FAILURE OF LESSEE TO MAINTAIN.

In the event Lessee fails to perform for a period of thirty (30) days after notice from Lessor so to do, any obligation required by this Agreement to be performed by Lessee, Lessor may enter the premises involved (without such entering causing or constituting a termination of this lease or any interference with possession of said premise by Lessee) and do all things necessary to perform such obligation, charging to Lessee the cost and expenses thereof and Lessee agrees to pay Lessor such charge in addition to any other amounts payable by Lessee hereunder; provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or of employees of Lessor, and Lessor so states in its notice to Lessee, Lessor may perform such obligation of Lessee at any time after the giving of such notice and charge to Lessee, and Lessee shall pay, as aforesaid, the cost and expense of such performance.

11. MAINTENANCE AND OPERATION.

Lessor shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair, the common areas and all additions, improvements, facilities and equipment now or hereafter provided by Lessor at or in connection with the leased space, excepting any improvements, facilities and equipment constructed or installed by Lessee.

Lessor shall maintain and keep in good repair the airport operations areas (including the removal there from of snow, ice and foreign matter), so as to permit the efficient takeoff and landing, taxiing, servicing, and loading and unloading of aircraft operated by Lessee, and Lessee agrees to take such action as the Lessor may reasonably request in order to enable the Lessor to comply with this provision.

Lessee shall at all times maintain the Administration/Heated Hangar, Tract F, public facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees, and shall keep such facilities adequately supplied equipped (including directional signs), furnished and decorated.

Lessee shall supply and pay for adequate heat, cooling, water, sewer facilities and garbage pickup for the leased space, shall supply adequate electric power for normal use and light in all such leased space and shall supply janitor service and routine maintenance, lawn mowing, grounds keeping, snow and ice removal on leased areas. Lessor shall be responsible for repairs and replacements to the Administration/Heated Hangar, Tract F, in excess of \$2,500.00 per calendar year except for repairs to the 15 x 15 entry, referenced in section 9, which will remain at \$600.00 until roof, ceiling and floor repairs have been accomplished.

12. TAXES ON LEASE PREMISES.

Lessee shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder, including property of Lessee constructed, installed or located on such premises.

13. QUIET ENJOYMENT.

Lessor agrees that Lessee, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

The said Lessor does further covenant that all existing and hereafter enacted zoning regulations as they may apply to the operation of the premises demised to the Lessee and the use and operation of the contiguous property owned by the Lessor, as an airport, shall be subject to reasonable enforcement. The Lessor does further covenant that pursuant and according to rules and regulations as may from time to time be promulgated by the United States, the State of Minnesota and the County of Itasca or the City of Grand Rapids, to continue to permit the property contiguous to the demised premises, now used for airport purposes, to be so used during the term of the within lease. The Lessor does not further covenant with Lessee to maintain and repair public roads and highways approaching, leading to and entering upon the demised premises and for the airport runways upon the property contiguous to the demised premises now used for airport purposes.

14. PERFORMANCE BY LESSEE UPON FAILURE OR LESSOR TO MAINTAIN AND OPERATE.

In the event Lessor fails to perform, for a period of thirty (30) days after notice from Lessee so to do, any obligation required by this Agreement to be performed by Lessor, Lessee may perform such obligation of Lessor and deduct the cost to Lessee of such performance from any amounts due hereunder or otherwise from Lessee to Lessor; provided, however, that if Lessor's failure to perform any such obligation endangers the safety of Lessee's operations at the airport and Lessee so states in its notice to Lessor, Lessee may perform such obligation of Lessor at any time after giving of such notice and deduct, as aforesaid, its cost of such performance. Lessor, however, shall not be liable to Lessee for any loss of revenues to Lessee resulting from any of Lessor's acts, omissions or neglect in the maintenance and operation by it of the airport or any facilities now or hereafter connected therewith.

15. INDEPENDENT CONTRACTOR.

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with Itasca County and the City of Grand Rapids and the Lessee. Lessee is an independent contractor and neither it, its employees, agents,

subcontractors nor representatives shall be considered employees, agents, or representatives of Itasca County and the City of Grand Rapids. Except as otherwise provided herein, Lessee shall maintain, in all respects, its present control over the means and personnel by which this Lease is performed. From any amounts due Lessee, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Lessee.

16. INSURANCE.

Lessee shall obtain at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of Lessor and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as Itasca County and the City of Grand Rapids under the indemnity Contract set forth above, they Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. 466.04, subd. 1 as may be modified from time to time by the State Legislature.

A. Workers' Compensation

The Lessee shall obtain and maintain for the duration of this Agreement, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota – Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Agreement. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither Lessor's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Lessee's responsibility to comply with the insurance specifications.

17. INDEMNITY.

The Lessee shall save and protect, hold harmless, indemnify and defend Lessor, its commission/council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any intentional acts and omissions and/or negligent acts and omissions of Lessee in the performance of this Agreement, except for liability, causes of action, claims, loss, damages or cost and expense arising from the intentional acts, omissions and/or negligent acts and omissions of Lessor.

18. NON-DISCRIMINATION.

The Lessee in the use of the Grand Rapids-Itasca County Airport for itself, its personal representatives, agents, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. 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 or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
- c. that the premises shall be used 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 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. Lessee in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal and nondiscriminatory basis to all users thereof, and shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and,
- e. Lessee will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft in the airport from performing any services on its own aircraft with its own employees.

19. STATUTES, RULES AND REGULATIONS.

The Lessee's agents and servants will obey such rules and regulations as may from time to time be promulgated by the Lessor or its authorized representative in charge of the airport to insure safety and orderly conduct of flying operations from or upon said airport, and such statutes, rules and regulations as may from time to time be promulgated by the United States, by the State of Minnesota, County of Itasca or the City of Grand Rapids for like purposes.

20. DEFAULT TERMINATION.

It is expressly agreed that if default be made in the payment for rent or any other payments required herein, or any part thereof or if the Lessee shall, without the consent of the Lessor, assign this Lease for the whole or any part of said term, or use said premises or any part thereof for any other purpose than is hereinbefore specified, or violate any other covenant or agreement contained in this Lease, then, in any such case, the Lessor may serve upon the Lessee a Notice in writing by mailing a copy thereof addressed to Airways Aviation Center, which Notice shall state the default or violation of the terms of the lease claimed by the Lessor to have been made by the Lessee and of the election on the part of the Lessor to terminate the Lease, if such default or violation is not remedied within thirty (30) days from the mailing and posting of such Notice; and unless within such period such violation shall have been remedied or corrected by the Lessee and Lessee has fully complied with the provisions of the Lease claimed to have been violated, the said Lease shall upon the expiration of such period of thirty (30) days be deemed to have terminated as fully and to the same effect as if, upon said date, the original term of said Lease has expired.

21. EARLY TERMINATION

Either party to this agreement may terminate this Lease Agreement at any time during its term by providing the other party 6 (six) months written notice of such termination. Said notice must be personally served on the other party. Service will be deemed as valid if the Lessee personally serves Lessor or Lessor's City Administrator. The party terminating this Lease Agreement shall not need to provide cause or justification for its decision to terminate. Both parties must continue to perform under all terms of the Lease Agreement during the 6 (six) months notice period.

22. ASSIGNMENT AND TRANSFERABILITY.

It is further understood and agreed that this Lease and the privileges herein granted to the Lessee, and all right, title and interest therein, and the power to execute the same are personal to the Lessee and shall not, unless permitted herein with the consent of the Lessor, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the Lessee or by operation of law.


Lessor shall not unreasonably withhold such consent.

IN WITNESS WHEREOF, THE City of Grand Rapids has caused this Lease to be executed on behalf of its Mayor, pursuant to due authorization of the, City of Grand Rapids City Council and its seal to be hereunto affixed and attested by the, City Clerk and Airways Aviation Center has caused this instrument to be executed on its behalf by its President, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY OF GRAND RAPIDS

AIRWAYS AVIATION CENTER

BY: _____
Mayor

BY:  _____
It's: President Terry Detjen

BY: _____
City Clerk

Reviewed for Form and Content By:

Chad C. Sterle
Attorney at Law
115 NE 4th Street
Grand Rapids, MN 55744
218-326-9646

Appendix A

Lessee shall pay to Lessor according to the following schedule:

2024-2026 Airways Lease Amounts:

<u>2024</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 337.73	\$ 28.14
Tract B	\$ 401.90	\$ 33.49
Tract C	\$ 2,926.59	\$ 243.88
Tract D	\$ 1,013.16	\$ 84.43
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 21,666.02	\$ 1,805.50
Tract G	\$ 2,417.85	\$ 201.49
Tract H	\$ 717.93	\$ 59.83
	<u>\$ 29,481.17</u>	<u>\$ 2,456.76</u>
<u>2025</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 344.49	\$ 28.71
Tract B	\$ 409.94	\$ 34.16
Tract C	\$ 2,985.12	\$ 248.76
Tract D	\$ 1,033.42	\$ 86.12
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 22,099.34	\$ 1,841.61
Tract G	\$ 2,466.21	\$ 205.52
Tract H	\$ 732.29	\$ 61.02
	<u>\$ 30,070.79</u>	<u>\$ 2,505.90</u>
<u>2026</u>	<u>Yearly</u>	<u>Monthly</u>
Tract A	\$ 351.37	\$ 29.28
Tract B	\$ 418.14	\$ 34.84
Tract C	\$ 3,044.82	\$ 253.74
Tract D	\$ 1,054.09	\$ 87.84
Tract E-No Charge	\$ -	\$ -
Tract F	\$ 22,541.32	\$ 1,878.44
Tract G	\$ 2,515.53	\$ 209.63
Tract H	\$ 746.93	\$ 62.24
	<u>\$ 30,320.83</u>	<u>\$ 2,526.74</u>



Tract A

Tract B

Tract C

Tract E

Tract F

Tract G

Tract D

Tract H

SE 7th St

SE 7th Ave

Inset A

Airways Lease, Exhibit A.