

**SPECIAL USE LEASE AGREEMENT NO. 2030**  
*(Commercial)*

**Fund: School**

This Special Use Lease Agreement No. 2030 (this “Lease”), effective June 1, 2024 (the “Effective Date”) is between the State of Utah, acting by and through the School and Institutional Trust Lands Administration, with an address at 102 S 200 E, Suite 600, Salt Lake City, Utah 84111 (“SITLA”), and Desert Rose Tours, LLC a Utah limited liability company, with an address at PO Box 148, Bluff, Utah, 84512 (“Lessee”).

**RECITALS**

- A. SITLA manages lands held by the State of Utah in trust for certain named beneficiaries (“Trust Lands”), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. Lessee has applied for a lease on five acres of certain Trust Lands located in San Juan County, Utah (the “Property”), as the Property is more specifically described on Exhibit A and depicted on Exhibit B, for the purpose of a helicopter pad, hangar, and ancillary facilities (the “Project”).
- C. SITLA has agreed to issue a lease to Lessee on the Property on the terms and conditions of this Lease.

**AGREEMENT**

SITLA and Lessee agree as follows:

1. **DEFINITIONS**

- 1.1. “Affiliate” means any entity that is a subsidiary of Lessee, a parent of Lessee, a subsidiary of any parent of Lessee, or any other entity under common control with Lessee. In this case, “control” means the power to vote or control at least 50% of the voting shares of any class of stock or other interests in the entity.
- 1.2. “Annual Rent” is defined in Section 4.1 (*Annual Rent*).
- 1.3. “Antiquities” is defined in Utah Code § 76-6-901(1).
- 1.4. “Applicable Environmental Law” means: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended; (b) any so called Superfund or Superlien law; and (c) any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

The parties have executed this Lease on the dates indicated below.

**STATE OF UTAH,  
SCHOOL AND INSTITUTIONAL TRUST  
LANDS ADMINISTRATION**

Chris Faussett

By: Chris Faussett

Its: Managing Director, Surface

Date: May 16, 2024

Approved as to form:

[Signature]  
Special Assistant Attorney General

**DESERT ROSE TOURS LLC**

By: Amer M. Turneh

Its: President

Date: May 13, 2024

**EXHIBIT A  
TO  
SPECIAL USE LEASE AGREEMENT NO. 2030  
  
LEGAL DESCRIPTION OF THE PROPERTY**

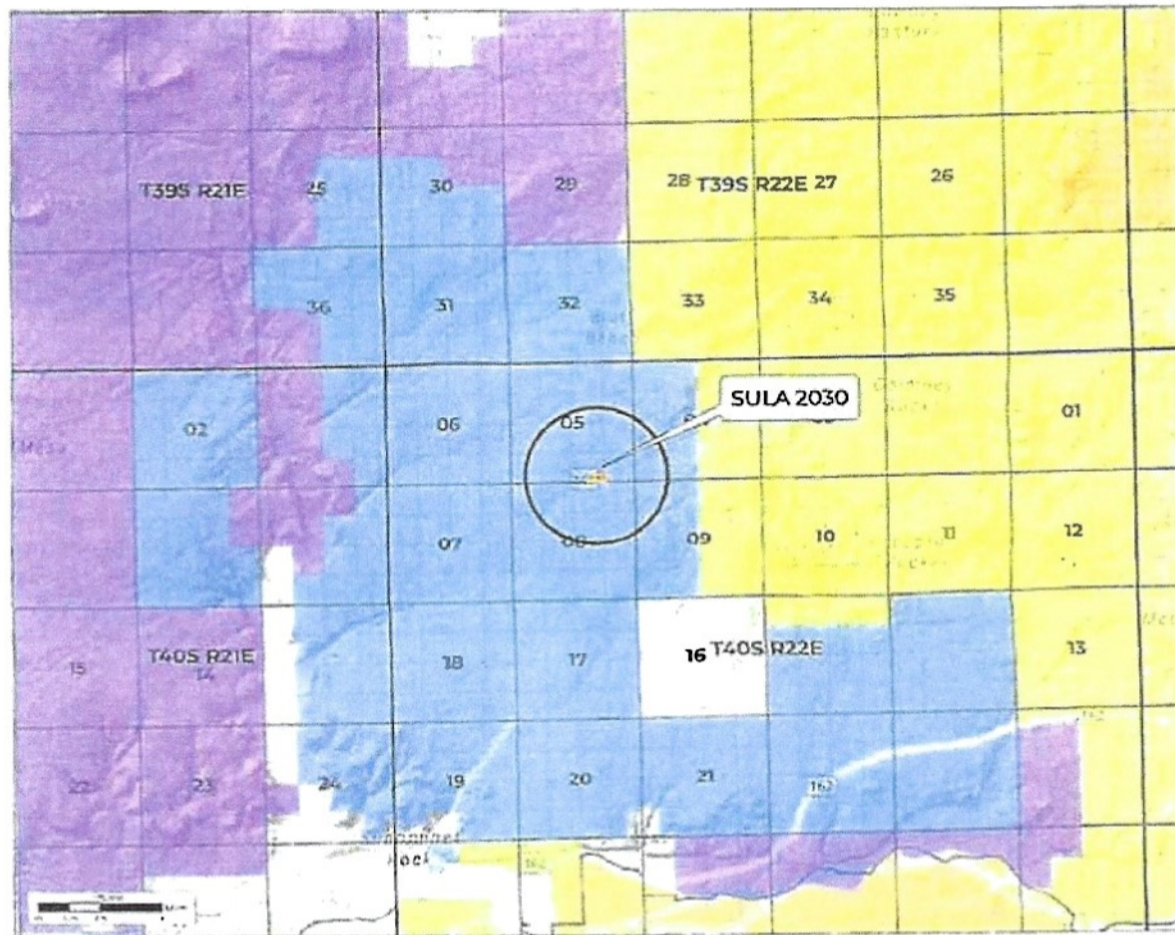
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A tract of land within the SE1/4 of Section 5, Township 40 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows;

Beginning at a point located S89°54'00"W 1232.66 feet along the section line and North 30.00 feet from the southeast corner of Section 5; thence N00°06'00"W 266.68 feet, thence N79°49'27"W 120.86 feet to the beginning of a 500.00 foot radius curve to the left, thence along said curve 154.67 feet whose chord is 154.06 feet and bears N88°41'11"W, thence S82°27'05"W 125.69 feet to the beginning of 1000.00 foot radius curve to the right, thence along said curve 232.38 feet whose chord is 231.86 feet and bears S89°06'31"W, thence N86°52'14"W 128.93 feet to monumented east right-of-way line of Highway 191, thence along a 2964.79 foot radius curve to the right along said right-of-way 283.77 feet whose chord is 283.66 feet and bears S9°21'00"W, thence N89°54'00"E 804.70 feet to the point of beginning, containing 5.00 acres more or less.



**EXHIBIT B  
TO  
SPECIAL USE LEASE AGREEMENT NO. 2030  
MAP OF THE PROPERTY**



**Special Use Lease Agreement No. 2030**

Special Use Lease Agreement No 2030 (S.U. Form)

**Land Ownership And Administration**  
 Bureau of Land Management  
 National Monument  
 Private  
 State Trust Lands  
 Other State  
 Tribal Lands

**TRUST LANDS  
ADMINISTRATION**

Special Use Lease Agreement No. 2030 (S.U. Form) is a form used by the Bureau of Land Management to document the terms and conditions of a special use lease. It is a legal document that defines the rights and responsibilities of the parties involved in the lease. The form is used to document the terms and conditions of a special use lease, including the location of the property, the duration of the lease, the amount of the lease fee, and the specific uses permitted under the lease. The form is used to document the terms and conditions of a special use lease, including the location of the property, the duration of the lease, the amount of the lease fee, and the specific uses permitted under the lease.

**EXHIBIT C**  
**TO**  
**SPECIAL USE LEASE AGREEMENT NO. 2030**  
**FORM OF MEMORANDUM OF LEASE**

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This Memorandum of Lease (this “MOL”) is between the State of Utah, through the School and Institutional Trust Lands Administration (“SITLA”), with an address at 102 S. 200 E., Suite 600, Salt Lake City, Utah 84111, and Desert Rose Tours LLC, a Utah Limited Liability Company (“Lessee”), with an address at PO Box 148, Bluff, Utah, 84512.

1. SITLA and Lessee are parties to that certain Special Use Lease Agreement No. 2030, effective as of June 1, 2024 (the “Lease”), applicable to real property located in San Juan County, Utah (the “Property”), which Property is described on *Exhibit A*.
2. Pursuant to the Lease:
  - a. SITLA has granted Lessee a lease on the Property for \* (the “Project”). Lessee may use the Property for all purposes reasonable and necessary for the Project, as more fully set forth in the Lease.
  - b. The term of the Lease is 30 years from the effective date of the Lease.
  - c. SITLA has the option to purchase any water rights acquired for use on the Property.
  - d. Lessee may not assign the Lease without the prior written consent of SITLA, which consent SITLA may not unreasonably withhold, subject to certain exceptions.
3. The terms and conditions of the Lease are hereby incorporated in this MOL. If there are any inconsistencies between the Lease and this MOL, the terms of the Lease control.
4. The parties may execute this MOL in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this MOL by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this MOL has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.