Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for April 10, 2017

Meeting to order

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Glenn Burns, Pat Ferguson, Jon Kochis, Michael Kaper, and Bill McNeer. Board members Rick Szabrak and Bill Fagan were absent. Also present were Greg Heaton and Pat Rooney.

Opportunity for the Public to Address the Board

No member of the public addressed the Board.

Approval of Minutes for the March 13, 2017 Meeting

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the minutes from the March 13, 2017 meeting.

Discussion: Mr. McNeer stated that "sales" should be added to Mr. Loos comments for the Airport Manger update regarding fuel on the first page. He also asked that "censor" be corrected to "sensor" in the minutes.

Voting aye thereon: Kochis, McNeer, Burns, Kaper, and Ferguson. Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Ferguson reported that the next few months they are booked with events. The cub scouts will be here at the end of April. He would like to volunteer to be a representative of the Airport Board and attend their event and bring a fire ring to the event to have a bonfire.

Mr. Kochis recommended that Mr. Ferguson contact Greenfield Township Fire to let them know when the bonfire will occur.

Airport Manager Update

Mr. Rooney updated the Board on the status of moving the Airport to a Class E Airspace to the Surface. A radio communication continuous to the surface is required and the Airport has to have the right kind of weather reporting. The current monitoring of the weather reporting is not the right kind and there is no frequency communication on the approach. He does not think the switch to the Class E Airspace will be approved. He also reported that Steve Slater, the owner of Due North, the Helicopter Operation at the Airport could not do special Visual Flight Rules (VFR) if the Airport was switched to the Class E.

Mr. Rooney stated that there is no update on the Chart Supplement regarding the parachute writing.

Mr. Rooney presented Sundowner Aviation's Monthly Board Report, see attached to minutes. He reported that Sundowner Aviation is down 35% in flying activity. The fuel sales are also down. There was a mild winter but had low clouds and ice that affected activity.

Mr. McNeer asked about how the drone activity affected their operations.

Mr. Rooney stated that most people are under the impression that drones have to have permission from the Airport. Commercial drones have to have permission but private owners actually do not. They have not experienced problems thus far.

Mr. Rooney stated that the FAA in the Standards Office is in favor of the Airport being a Class E. He believes that the Airport District Office is not in favor of the Airport switching to Class E. He talked with Mr. Slater who runs Due North Aviation to see what problems he would have with Class E. He said it would be more difficult with Special Visual flight rules (VFR). He uses VFR for weather conditions for permission to fly to the surface. Before switching to Class E, the Airport would have to have agreements with Approach Control.

Mr. Rooney reported that he received rules for the BasicMed certification. He asked if anyone is interested he will pass on the information.

Standing Committee Updates:

1. **Airport Improvement – Jon Kochis**
   a. Engineer's Summary Report – Greg Heaton with Crawford Murphy Tilly

      Mr. Heaton reviewed the Engineer's Summary Report, see attached to minutes.

      Mr. Kochis reported that Jess Howard Electric will be here on May 8th to finish the punch list.

      Mr. Heaton and Mr. Kochis reviewed the ODOT eligible paving projects, see attached to minutes. The application for the FY2018 ODOT grant will include the rehabilitation of the west apron, rehabilitation of the terminal apron, and the rehabilitation of Taxiway B lighting.

      Mr. Heaton stated that taxi-lanes are not eligible for state funding at this time.

      Mr. Kochis recommended that paving projects should be consistently done in the future.

      Mr. Heaton stated that he would check with the Shelly Company for the status of the repair to the safety loop on the gate back to the Hangars.

      Mr. Kochis reported that he talked with Mary Jagiello with the FAA. They will have the funds to do the realignment for Taxiway D in FY2018.

      Mr. Heaton reported that Ms. Jagiello will be available at the Ohio Aviation Association conference.

   b. Hangar A Discussion and Approval

      Mr. Kochis reviewed the Hangar A Land Lease agreement with the Board. The lease agreement will be $.30 (30 cents) per square foot, which is 14,660 square feet, $366.50 per month. The

square footage is the exact footprint of the area. The square footage is less space than the current agreement approved in 1989 with Dan Bolger. Per the agreement there will be improvements that have to be made by the lessee within 5 years. (See full approved agreement attached to Minutes)

Mr. Kochis reported that Dan Bolger has a letter of termination drafted that he will be sending to President Glenn Burns.

- ***Approval of land lease agreement for Hangar A with SAS Aviation Properties, LLC (Steve A. Slater)***
  On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the land lease agreement for Hangar A with SAS Aviation Properties, LLC. (See agreement attached to minutes)

  Voting aye thereon: Kochis, Ferguson, Burns, Kaper, and McNeer. Motion passed.

c. Medflight Property
Mr. Kochis reported that Medflight's Board did not meet last month. There is no update at this time.

d. Signage
Mr. Kochis reported that the new terminal signs from the County Engineer are installed.

e. LED Lighting for Hangars
Mr. Kochis reported that the lights are ordered. They will be stored in Hangar O11. By the end of June, the project will be completed.

f. Capital Improvement Projects
Mr. Kochis recommended that the Board review the project list (See below) on a continued basis. He asked the Board to leave these items on the agenda until they are completed as a reminder. He recommends that the stormwater rehab be done in the spring. The apron paving for Hangar A and Hangar F is not included in the ODOT grant. The county is responsible for 25 feet of pavement up to the hangar. In addition, Mr. Slater would like to see paving between the door in Hangar A and the taxiway. Not included on this list is the Maintenance Hangar Roof replacement.

Mr. Ferguson will follow up with a home inspection contractor for the Maintenance Hangar roof replacement.

Capital Project List:

- *Stormwater System Rehab*

- *Ditch Work – Project 2 Infield, Project 2 outfall, Project 7 Dipping*
- *Concrete Work – Repair work to drains and joints*
- *Pavement Crack rehab*

- *Apron Paving*
  - *Areas identified on ODOT report/non grant eligible*
- *Northwest parcel development*
  - *Tree Clearing*

2. **Community Relations – Michael Kaper & Rick Szabrak (absent)**
   Mr. Kaper stated that there was nothing new to report.

3. **Facilities and Grounds – Michael Kaper & Bill Fagan (absent)**
   Mr. Kaper stated that there was nothing new to report.

   Mr. Ferguson stated that HAS will continue to mow the grounds. The tractor tires are in good shape.

4. **FBO Liaison – Pat Ferguson**
   Mr. Ferguson stated that the 2 estimates for the fence repair due to the vehicle accident by a citizen have been received.

   Mr. Rooney stated that there was another vehicle accident that caused fence damage. They are seeking estimates for the repair.

5. **Finance - Glenn Burns**
   a. Financial Reports
      Mr. Kochis asked the Board to review the financial reports.

   b. Payment of Bills
      - ***Approval for payment of bills totaling $ 3,603.29***
        On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling $3,603.29 (See invoice summary attached to minutes)

        Voting aye thereon: Kochis, McNeer, Burns, Kaper, and Ferguson. Motion passed.

6. **Security/Internet – Jon Kochis & Bill McNeer**
   a. Telephone switch to Voice over Internet Protocol (VOIP)
      Mr. Kochis reported that he is still trying to figure out what lines are needed. He will contact AT & T to help identify the lines.

   b. Credit Card Update

Mr. Rooney stated that the new credit card system for hangar rent is not being used. Customers do not like using the credit card system due to the county fees.

Mr. Kaper stated that the credit card system that is under the county contract has to have the fee collected by Ohio Revised Code.

c. Internet Update
Mr. Kochis stated that the routers are in for the terminal and maintenance hangar. There will be a greater coverage of service with the routers.

7. **Tenant Relations – Glenn Burns & Bill Fagan**
   a. Rent Status
   Mr. McNeer stated that there are 14 vacancies.

8. **Web – Bill McNeer & Rick Szabrak (absent)**
Mr. McNeer stated that Mr. Szabrak was still working with the WebChick for the updates.

Mr. McNeer reported that the application for the radio frequency license is still in process. He mailed the application in on March 13, 2017. He talked with Dawn regarding the application on March 27, 2017. She confirmed that the application is pending and could possibly be processed past the June 1st deadline.

Old Business

The Board reviewed the following old business.

a. Farm Leases (seedless crop amendments)

b. Fence on Eversole Property
Fence Solutions has been contracted by the Pipeline group.

c. Thanks to FBO for their fueling procedures
Mr. Ferguson reported that there is a daily check on the fuel pumps, bimonthly check on equipment, and biyearly on all of the certifications of the equipment. He has all of the numbers on the planes that were here at the airport for 2 weeks before and 2 weeks after the accusation of the bad fuel. He said that Lonnie Watts also has the receipts from all of the clients that purchased fuel during that time. Mr. Ferguson is working with the Airport's insurance agent in case there would be a future claim.

Mr. Rooney reported that white bucket tests were done on the fuel pumps. There was nothing wrong with the fuel sold.

Mr. McNeer thanked Sundowner Aviation for their procedure.

d. Special Counsel for future pipeline easements
Mr. Kochis stated that there are no updates. When the time is right we can get special counsel.

New Business
There was no new business.

Informational Items

Calendar of Upcoming Events/Other
The Board reviewed the following calendar of upcoming events and other dates.

a. OAA Annual Conference – April 18-19, 2017 (Bill McNeer attending)
b. State of the County Address – April 25, 2017
c. FY2018 Ohio Airport Grant Program Application due (postmarked) May 1, 2017
d. PVille farming lease expires 12/31/17
e. Doug Majors farming lease expires 12/31/17
f. Storm Water Plan – Review and Approve annually - February 2018
g. Insurance expires 12/15/18
h. Bolger Lease expires on 10/31/19
i. HAS lease agreement w/Commissioners expires on 12/31/19
j. FAA lease for space expires 9/30/2022

Adjournment
On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to adjourn at 7:29 p.m.

Next meeting is scheduled for May 8, 2017 at 6:00 p.m.

Meeting minutes for the April 10, 2017 meeting were approved on May 8, 2017.

Aye
Glenn Burns

Absent
Bill Fagan

Aye
Rick Szabrak

Aye
Jon Kochis

Aye
Michael Kaper

Aye
William McNeer

Aye
Pat Ferguson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

MONTHLY BOARD REPORT

APRIL 2017

April 10, 2017
Bd Mtg

March

ITEM	QUANITY	REMARKS
T HANGAR OCCUPANCY	59/72	
R HANGAR OCCUPANCY	6/6	
NEW LEASES	0	
OVERNIGHT/WEEKLY HANGR	0	
FUEL SALES 100LL	1302.56	
FUEL SALES JET	1671	
NUMBER OF OPERATIONS	2040	
HANGAR MAINTENANCE ISSUES	NONE	
PUBLIC COMMENTS	none	
INCIDENTS REPORTED TO FAA	none	

Fairfield County Airport Authority
Board Meeting, April 10, 2017

Engineer's Summary Report

1. FY 2015 Projects – close-out submitted 3/13/17
   PAPI Rehab & Wildlife Assessment
   WHSA final report has been submitted to FAA for review, no comment or comment or acceptance to date.

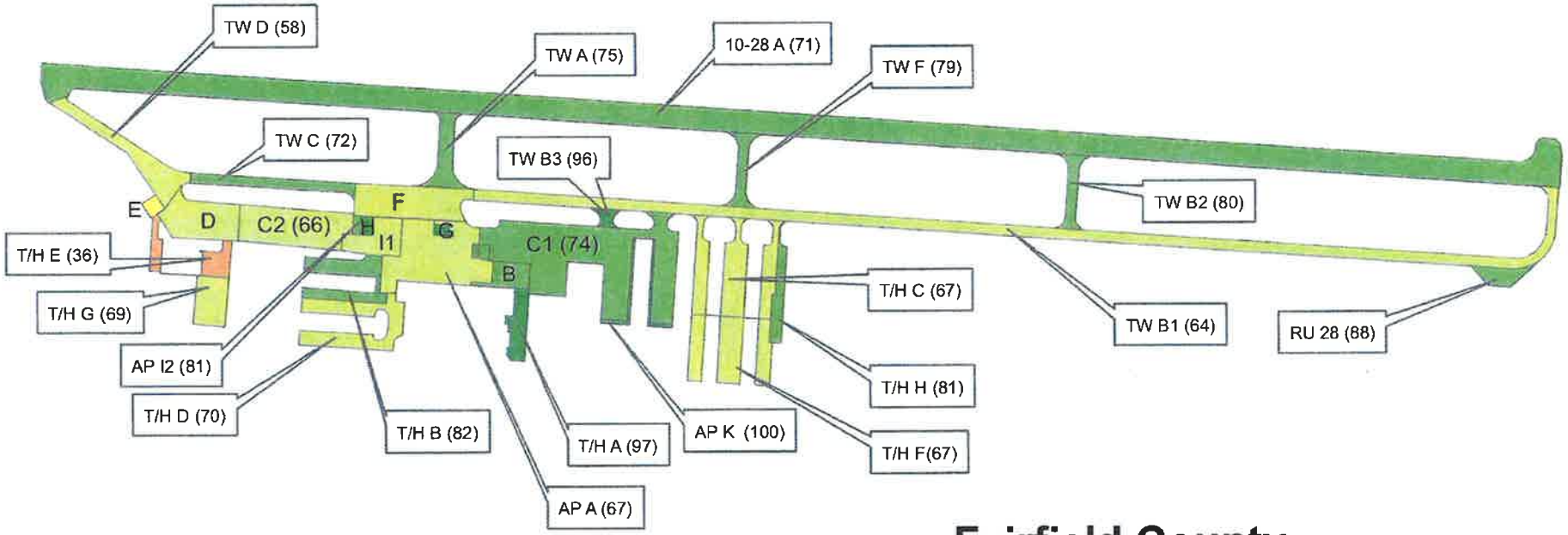
2. FY 16 Projects
   ODOT Aviation Grant Runway Rehabilitation.
   Contractor: The Shelly Company.
   Runway overlay work complete. Final pay application received.

   FY 16 FAA Grant – Runway Edge Lighting Rehabilitation
   Contractor: Jess Howard Electric.
   Punchlist inspection complete, final items to be addressed Spring 2017.
   AGIS (FAA survey requirements) survey underway.

3. FY 18 ODOT Aviation Grant Application
   State grant program applications due back May 1. Applications underway and to include apron pavement rehabilitation, Taxiway B relighting.

4. Action Items:

Ohio Department of Transportation
Office of Aviation



APRON	
B	79
D	66
E	45
F	80
G	98
H	88
I 1	60

Fairfield County

Pavement Condition Index
Inspection 12/16/2015

- 100-86 Routine Maintenance
- 85-71 Preventative Maintenance
- 70-56 Corrective Maintenance/Rehabilitation
- 55-41 Rehab/Reconstruction
- 40-26 Rehab/Reconstruction
- 25-11 Reconstruction
- 10-0 Reconstruction

OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF AVIATION • 2829 W. DUBLIN-GRANVILLE ROAD
COLUMBUS, OHIO • 43235-2786
JOHN KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

March 16, 2016

Fairfield County Airport
Attn: Airport Manager
3430 Old Columbus Road
Carroll, OH 43112

RE: Pavement Inspection

Dear Airport Sponsor:

The Office of Aviation conducted a pavement inspection of your airport on 12/15/2015. Pavement inspections are performed every three years. These inspections give the Office of Aviation a definitive picture of the airport pavement conditions and the maintenance necessary to preserve them. The Pavement Condition Index (PCI) values generated from Micro Paver software are used to select State and Federal grant projects.

Pavement inspector: Andrew Doll

Current conditions and maintenance suggestions:

Runways

RWY 10-28 A: Pavement needs are being corrected with State grant in 2016.

Taxiway

T/W A: Rehabilitate

T/W B1: Pavement is raveling and needs sealed or rehabilitated. Some of the transverse cracks will require full depth repaired.

T/W B2: Crack seal and seal coat. The large depression may require full depth repair, monitor and address deficiencies.

T/W C: Will need more crack sealing and seal coat. No taxiway markings at all.

T/W C

T/W D: Rehabilitate or reconstruction.

T/W D

T/W E: Crack seal

Apron

AP A: Half of the apron has been crack sealed. Complete crack seal on entire apron.

AP B: Continue crack sealing as needed.

AP C1: Continue crack sealing as needed and seal coat.

AP C1

AP C2 & D: No preventative maintenance has been done on this pavement. Crack seal and seal coat.

AP E: Remove pavement when rehabilitating taxiway D.

AP F: Good job on preventative maintenance but the pavement needs reconstructed.

AP G: No joints cut in pavement.

AP H: Joint seal.

AP I-1: Crack seal and seal coat.

AP I-2: Large gap next too concrete apron that needs sealed. Crack seal and seal coat remaining pavement or rehabilitate.

AP I-2

AP K: Seal coat

T/Hangar

T/H A: Crack seal as needed.

T/H B: Crack seal and seal coat.

T/H C: Crack seal and seal coat. On the center line of pavement there is a crack that needs repaired. Slotted drain might be a good solution.

T/H D: Crack seal, seal coat or rehabilitate. Some areas need full depth repair.
T/H E: Reconstruct.

T/H E

T/H F: Seal coat pavement is starting to ravel.

T/H G: Seal coat and crack seal as needed.

T/H G

T/H H: Crack seal

General Remarks:

Preventative maintenance can extend the life of your pavement up to 5 years if done on a yearly basis. The lack of pavement maintenance costs the airport, state and FAA more to maintain in the long run by shorting the life of the pavement. Please continue your pavement maintenance plan.

If you have questions on your PCI inspection call Andy Doll at (614) 387-2355 or me at (614) 387-2358.

Your pavement information can be found on our web site (www.dot.state.oh.us/aviation) under Airport pavement information.

Respectfully,

John Stains P.E.
Transportation Engineer

Encl. PCI map

LAND LEASE AGREEMENT

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road, Carroll, Ohio 43112, hereinafter referred to as "Lessor" and

SAS Aviation Properties LLC

hereinafter referred to as "Lessee," WITNESSETH:

I. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor a tract of land "the leased premises" located at the Fairfield County Airport, 3430 Old Columbus Road, Carroll, Ohio 43112, the configuration and description of which are attached hereto and marked "Exhibit A." The area calculated for the purposes of this lease are 14,660 square feet.

II. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for fifteen years commencing on May 1, 2017 and ending on April 30, 2032. In the event Lessee holds over after the termination of this Lease, or any extensions thereof, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

III. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the Leased Premises the sum of $366.50 per month, calculated on the basis of $0.30 per square foot of the leased premises per year, through December 31, 2017. Thereafter, effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than ten (10) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this

agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall immediately remove the aircraft and all other items located in the leased premises and vacate the premises.

IV. USE OF PREMISES

a. The Leased Premises shall be used for the operation of the existing hangar to be used for an aviation related business. Changes to the existing hanger or grounds will be subject to the written approval by the Lessor and subject to the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as adopted by the Fairfield County Airport Authority on December 8, 2014 and any Amendments hereinafter made. A copy of said standards is available for inspection in the office of the fixed base operator and the Airport website and is deemed to be appended hereto and incorporated here in.

b. Quiet enjoyment - Lessor covenants, warrants and agrees that the Lessee shall be entitled peacefully to enjoy, to occupy and possess the leased premises throughout the lease term without interference, hindrance or molestation. It is clearly understood by the lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operation aircraft on the airport from performing any services on its own aircraft (including, but not limited to, maintenance and repair) that it may choose to perform.

c. All use will adhere to the Fairfield County Airport Security Manual. The manual is available for inspection in the office of the fixed base operator or the Fairfield county airport website.

V. IMPROVEMENTS

a. A list of improvements have been mutually agreed upon between the Lessor and Lessee. These improvements will be made at the Lessee's expense. Completion of these items will be made within five years of the execution of this Lease, unless agreed upon by the Lessor.

1. New Radiant Tube Natural Gas Heat
2. Fan – 14ft industrial type
3. Ceiling Insulation or Rubber Coating
4. Hanger Door Repair to include pulley and wires
5. Exterior Paint in accordance with airport minimum standards
6. T-Hanger Roof repair

b. All major building and other improvements to include; Structural, Plumbing, HVAC, Electrical, and Exterior, to include color and material made to the Leased Premises shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics. Said plans and specifications shall be filed with the Lessor at least sixty (60) days before construction is scheduled to commence. Lessor's approval or disapproval of Lessee's plans shall be provided to Lessee within thirty (30) after submission of the plans to Lessor by Lessee. Any disapproval shall be in writing and state specifically the reasons for the disapproval. Lessee shall have the right to re-submit plans to lessor after any disapproval by Lessor. In the event of any disapproval by Lessor, both Lessor and Lessee shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Lessor's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Lessee shall be entitled to a prorata refund of prepaid annual rent paid to Lessor.

b. No aircraft shall be parked, stored or maintained on or in the Leased Premises that exceeds the design specifications of the runway, taxiway, apron or hanger.

c. All proposed improvements located on the Leased Premises must be approved by the Greenfield Township Zoning Authority, the State of Ohio, the Fairfield County Special Flood Damage Prevention Regulations Variance Board, the F.A.A. and any and all other controlling or regulatory agencies or authorities with jurisdiction over the Leased Premises. No occupancy of said improvements shall be permitted until a Certificate of Occupancy is issued by the appropriate authority.

VI. REPAIR AND MAINTENANCE

a. At its sole expense, the Lessee shall keep the Leased Premises and all improvements therein in good repair and in a safe, sanitary, orderly and usable condition, which shall include paved and unpaved areas. The Leased Premises shall at all times be maintained in accordance with any applicable Building Codes, Zoning Regulations and the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as well as all other applicable federal, state or local statutes, ordinances, rules and regulation applicable to the Leased Premises.

b. During the entire term of this Lease, Lessee shall keep the Leased Premises in good order and working condition and will promptly do all necessary and appropriate maintenance and repair work at it s sole expenses. If Lessee fails to maintain the Leased Premises, Lessor may perform such maintenance and invoice Lessee for all costs incurred. Prior to commencing work, Lessor will provide Lessee with thirty (30) days written notice and right to cure.

VII. CARE AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIALS

Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it at the Fairfield County

Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules, ordinances and Items of this Lease. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate any property at the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify in writing the Lessor and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the Lessor may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the Lessor shall be paid by the Lessee.

a. Hazardous Substances. The term "Hazardous Substances", as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

b. Environmental Prohibitions. Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from Lessee's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions

c. Environmental Compliance.

(1) Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").

(2) Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(3) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.

(4) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by landlord. If Lessee fails to fulfill any duty imposed under this Section, within a reasonable time, landlord may do so; and in that case, Lessee shall cooperate with Landlord in order to prepare all documents landlord deems necessary or appropriate to determine the applicability of the Laws to the leased premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute all documents promptly upon landlord's request. No action by the Lessor and no attempt made by the Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section

d. Lessee's obligations and liabilities under this Section [number of section] shall survive the expiration or termination of this lease.

e. Environmental Indemnity. Lessee shall indemnify, defend, and hold harmless the Lessor and its officers, directors and shareholders from all fines, suits, procedures, claims, and actions of every kind and all costs (including attorneys and consultants fees), arising out of or in

any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the leased premises, or which arises at any time, from Lessee's use or occupancy of the leased premises, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Lessee's obligations and liabilities under this Section shall survive the expiration or termination of this Lease.

f. The Lessee in accordance with the Airport Authority Storm Water Protection Plan must carry the appropriate insurance

VIII. SNOW REMOVAL

a. Lessor will plow snow from the taxiways and within ten (10) feet of the hangar or other improvement constructed on the Leased Premises. Lessee shall be responsible for all other snow removed from the Leased Premises.

IX. SUBLETTING

a. Lessee shall not at any time assign, sell, convey, or sublet main hanger, without the prior written consent of the Lessor which may be withheld in Lessor's sole discretion. Any consent shall provide that:

b. Lessee shall notify Lessor in writing of the name and address of the proposed Sublessee or tenant.

c. Any agreement between Lessee and such assignee or sublessee shall require full compliance by such party with the obligations on the part of Lessee to be performed under this lease agreement.

d. Regardless of whether or not Lessee is permitted to sublease the Leased Premises, Lessee shall continue to be fully responsible for all terms and conditions of this Lease during the term of this Lease.

e. The Lessee may sublet the areas known as "T-Hangers" without approval of the Lessor, but must update the Lessor on the Name, Address of sub lessee and Tail Number of any aircraft in the hanger.

X. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this Lease; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities and the Leased Premises; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature including but not limited to all attorneys fees incurred by Lessor arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely written notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. Required limits are no less than:

Aircraft Liability: $1,000,000
Property Damage: $1,000,000
Bodily Injury Liability: $1,000,000

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insureds and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.

d. Lessee will indemnify, hold harmless, and waive subjugating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

XI. TERMINATION OF LEASE

a. Upon termination of this Lease at any time and for any reason all buildings and other improvements permanently constructed on the Leased Premises, together with all fixtures, shall revert to and become the property of the Lessor without reimbursement to Lessee. Notwithstanding the foregoing, however, any and all liabilities owed by Lessee by or in connection with the construction of buildings, improvements to the Leased Premises, operation of the Leased Premises, or for any other reasons shall remain solely and exclusively with Lessee and shall at no time be transferred to the Lessor.

XII. OPTION TO RENEW

a. Lessee shall have the right to extend this lease for a further term of five (5) years, provided that Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

b. Not less than thirty (30) days nor more than sixty (60) days before the termination of the initial term of this Lease, Lessee shall notify Lessor in writing of Lessee's election to lease

the Leased Premises for an additional term of five (5) years. Failure to provide timely notice as set forth above shall terminate said right to extend.

XIII. NOTICE

a. All notices and request required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

XIV. PARAGRAPH HEADINGS

a. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

XV. GOVERNING LAW

a. This agreement is a contract executed under and to be construed under the laws of the State of Ohio. Any and all litigation brought by or in connection with this Lease or the Leased Premises shall be brought only in the Common Pleas or Municipal Courts of Fairfield County, Ohio and in no other state or federal court.

XVI. WAIVER

a. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

XVII. SEVERABILITY

a. The invalidity of any portion of the agreement shall not affect the validity of the

remaining portions thereof.

XIII. ENTIRE AGREEMENT

a. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

Each party to this Agreement has caused it to be executed on the date indicated below.

4/25/17
Date

SAS Aviation Properties LLC
_____, **Lessee**

4/25/17
Date

Fairfield County Airport Authority
_____ Its authorized Agent, **Lessor**

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Airport Authority, by Glenn R. Burns, its President, Lessor, who acknowledged that he did sign the foregoing Lease and that the same is the free act and deed of said Authority and the free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at Fairfield County, Ohio, this 25th day of April, 2017.

STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/21/2017

Notary Public, State of Ohio
My Commission Expires:

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Steven A. Slater and _____, Lessee(s), who acknowledged that he/she/they did sign the foregoing Lease and that the same is his/her/their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at Fairfield County, Ohio this 25th day of April, 2017.

STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/21/17

Notary Public, State of Ohio
My Commission Expires:

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named _____, by _____, its _____, Lessee, who acknowledged that he/she did sign the foregoing Lease and that the same is the free act and deed of _____ and the free act and deed of him/her personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at _____, Ohio this _____ day of _____, 20___.

41 ft
11 ft
Area: 14,657 sq ft
Perimeter: 500 ft
84 ft
118 ft

Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	$826.29	n/a	fees paid for March fuel sales	3/1-3/31/17
Sundowner Aviation	$1,449.50	n/a	10% fees paid for March hangar rent	3/1-3/31/17
Crawford Murphy Tilly	$1,327.50	112953	construction phase services for rehabilitation of runwy 10/28	1/28-2/24/17
Total Invoices for 04.10.17 Board Meeting	$3,603.29			