

ADDENDUM TO PRIVATE HANGAR LEASE AGREEMENT

SETTLEMENT OF CLAIMS

THIS ADDENDUM TO PRIVATE HANGAR LEASE AGREEMENT--SETTLEMENT OF CLAIMS ("Settlement Addendum"), by and between the Ogden City Corporation, a Utah municipal corporation, (the "City") and _____, an Utah corporation, ("Tenant"), amends and modifies the PRIVATE HANGAR LEASE AGREEMENT ("Lease Agreement") entered into by the parties of even date herewith.

RECITALS

WHEREAS, the parties desire to enter into the Private Hangar Lease Agreement (Lease Agreement) of even date herewith;

WHEREAS, some airport tenants and interest holders have brought lawsuits against the City, or have threatened lawsuits contesting the City Council's adoption of Ogden City Ordinance No. 2021-21 and Title 8 of Ogden City Code, and other claims related to airport leases and renewals;

WHEREAS, Tenant desires to waive, release, and settle any claims it may have related to airport lease renewals in exchange for the terms of the Lease Agreement;

NOW, THEREFORE, the parties hereby amend the Lease Agreement as follows:

1. Release of Claims. In consideration of the City entering into the Private Hangar Lease Agreement of even date herewith, Tenant does hereby waive, release, fully settle and compromise any and all claims related to and/or arising from the following:
 - a. The class action lawsuit, all claims, allegations and causes of action alleged therein and all which could have been alleged therein, filed against City on May 25, 2021, in the United States District Court, District of Utah, Civil No. 1:21-cv-00075-DBB-DBP, and all related appeals;
 - b. A lawsuit, all claims, allegations and causes of action alleged therein and all which could have been alleged therein, filed against the City on November 15, 2022, by the Ogden Regional Airport Association, Inc, in Second Judicial Court in and for Weber County, State of Utah, Case No. 220905292.
 - c. Any claims related to the same subject matter as the above lawsuits whether or not alleged within or connected with a current lawsuit;
 - d. Any claims related to the adoption of Ogden City Ordinance No. 2021-21 and/or Title 8, or any other City ordinance, policy, regulation, or rule related to Ogden Airport leasing adopted prior to the Lease Agreement or this Settlement Addendum;

- e. Any claims related to Tenant's right of airport lease renewal based on or arising from any prior representations and/or course of conduct of City and/or its representatives, any prior statutes, ordinances, policies, regulations, leases, or other contracts, except the express written terms of the Lease Agreement of even date herewith.
 - f. Any present or future claim or right of Tenant, based on contract, equity or statute, to require City to purchase or pay any value for the Tenant's improvements on the Leased Premises upon termination of the Lease Agreement. In particular, but not by way of limitation, Tenant waives any claim to compensation for Tenant improvements based on any Utah statute adopted after execution of this Settlement Addendum.
2. Tenant Obligations. Tenant shall affirmatively and immediately withdraw as a party, if applicable, from the lawsuits described herein and shall not directly or indirectly join, support, or provide financial contributions to such lawsuits or future lawsuits related to the claims that Tenant has waived, released, settled and compromised pursuant to this Settlement Addendum .
 3. Indemnification. Tenant agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and representatives, from and against any and all Tenant and third party claims, demands, liens, and all liability or damage to Tenant and third parties of whatsoever kind arising from the claims related to the subject matter described in Subsection 1 above, including claims of Tenant's associates, assignees, subtenants, cotenants, shareholders, members, partners, heirs, legatees, representatives, or other interest holders or successors in interest of Tenant.
 4. Breach of Lease Agreement. Violation of the terms of this Settlement Addendum shall constitute a material breach of the Lease Agreement, and shall entitle the City to all default remedies set forth in the Lease Agreement and afforded by law and/or equity.
 5. Conflicts and Other Provisions. In the event of any conflict between the provisions of the Lease Agreement, including all amendments and extensions thereof, with the provisions of this Settlement Addendum , the provisions of this Settlement Addendum shall control. All other terms of the Lease Agreement, as amended, not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Addendum as of the date first written above.

CITY:

TENANT:

OGDEN CITY CORPORATION

Airport Manager

By:
Its:

Attest:

Ogden City Recorder

Approved as to form:

Ogden City Attorney