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October 14, 2024

**SUBMITTED VIA: EMAIL**

Ms. Sheila Bridges  
AIP/PFC Program Manager  
Federal Aviation Administration  
Central Region  
901 Locust Street, Rm. 364  
Kansas City, MO 64106-2325  
Sheila.bridges@faa.gov

RE: Slone, Ralston, Suhr, Gilbert v. University of Central Missouri – Skyhaven Airport – Informal Complaint pursuant to 14 C.F.R. Part 13

Dear Ms. Bridges,

On behalf of our clients Donald L. Slone (“Slone”), Kelly G. Ralston (“Ralston”), Jeff Suhr (“Suhr”), and Gilbert Powers (“Powers”), who are airport hangar tenants of Skyhaven Airport (KRCM) (“Skyhaven”) in Warrensburg, Missouri, we are submitting a report of violation pursuant to 14 C.F.R. Part 13 to notify the FAA Central Region Airport Office of multiple violations of the Airport Improvement Program (AIP) State Block Grant Assurance program under Order 5100.38D *Airport Improvement Program Handbook* (“Order 5100.38D”), Order 5190.6B *Airport Compliance Manual* (“Order 5190.6B”), and 14 C.F.R. 156.7 by the University of Central Missouri (“UCM”) as the airport owner and manager of Skyhaven. UCM is also the Sponsor of Skyhaven under 14 C.F.R. 16.3 as a public agency who has received money through AIP State Block Grants. Must notably Skyhaven received \$2,347,511 in FYs 2017 and 2018 for major runway and taxiway repair. Telephone conversation with Michelle Niles, Mo. Dept. of Aviation (Aug. 27, 2024) (Official records request with State of Missouri submitted Oct. 9, 2024). Our clients additionally request that pursuant to 14 C.F.R. 16.21 the FAA consider this report a “substantial and reasonable

good faith effort to resolve the manner informally” before filing a formal complaint under Part 16.

UCM requires all tenants of airport hangars to sign the Airport Building License Agreement (“Agreement”).<sup>1</sup> *See Exhibits A, B, C, E, F.* (All references to the Agreement will be to the proposed 2024 version unless specifically noted). The Agreement contains multiple violations of 49 U.S.C. §§ 47107, 40103(e), and the following AIP Grant Assurances:

- I. **22a. Economic Nondiscrimination** through the prohibition on any “commercial businesses” under Article 4, Use of Premises of the license agreement. This clause would immediately put any mechanic, flight instructor, or other business at Skyhaven out of business.
- II. **22.f. Aircraft Owner/Operator Right to Self Service** through the prohibition on owner conducted maintenance if the assistance of an aircraft mechanic is required under Article 4 Use of Premises of the license agreement. This clause would potentially ground and/or strand any aircraft requiring non-owner provided maintenance at Skyhaven.
- III. **22.g. Sponsor Commercial Services (Proprietary Rights)** through the refusal to provide A&P mechanic services to Skyhaven tenants under current UCM policy which refuses maintenance support to non-UCM aircraft.
- IV. **23. Exclusive Rights** through the granting of exclusive rights to provide maintenance at Skyhaven to UCM personnel or selected individuals to prohibit competition.

In sum, UCM is in violation of its AIP Grant Assurances of the State Block Grant Program by preventing commercial operations on the airport outside of what it provides. Under Order 5100.38D Section 9, Order 5190.6B, Section 2 and 14 C.F.R. 156.7, UCM may be subject to a requirement to repay all federal funds received, the withholding of any future federal funds, and the refusal of any future grant applications.

We therefore respectfully ask the Central Region Airports Office to investigate these allegations and pursue corrective action from UCM so that the tenants of Skyhaven can enjoy the rights and privileges as pilots and business owners required by law at a federally funded airport without requiring the filing of a formal complaint under Part 16. To aid in an informal resolution

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<sup>1</sup> The Agreement is titled a “license” agreement; the terms “license” and “lease” will be used interchangeably in this complaint.

of the complaint the tenants have compiled a list of proposed changes to the Agreement and general airport operations at Skyhaven.

### **Statement of Facts**

UCM operates multiple university-level pilot and aviation programs at Skyhaven Airport. Skyhaven Airport (ucmo.edu), <https://www.ucmo.edu/offices/skyhaven-airport/index.php> (last accessed Oct. 10, 2024, at 8:57 AM). Part of that operation is the maintenance and operation of its own fleet of training aircraft for flight instruction. As such UCM employs flight instructor and Airframe and Powerplant (A&P) mechanics for the maintenance of its own aircraft. In addition to the hangars and buildings used for flight instruction, UCM is the lessor of multiple private use hangars leased to the general public. UCM requires all tenants of airport hangars to sign the Agreement.

Skyhaven is listed as a public use airport. UCM is the Sponsor of Skyhaven under 14 C.F.R. 16.3 as a public agency who has received money through AIP State Block Grants. Must notably Skyhaven received \$2,347,511 in FYs 2017 and 2018 for major runway and taxiway repair. (Official records request with State of Missouri submitted Oct. 9, 2024).

Mr. Chris Holland is the current airport manager and the signatory of all license agreements.

Complainant Slone is the current lessee of hangar # C-29 under the Agreement. **Exhibit A.** Slone is president of the Chapter 1032 of EAA (Experimental Aircraft Association) and a CFI (Certified Flight Instructor) intending to provide flight instructions in LSA (light sport aircraft). Slone is therefore directly and substantially affected by any restrictions on the commercial use of his hangar.

Complainant Ralston is the current lessee of hangars # E-3 and # 21 under the Agreement. **Exhibit B.** Ralston is the owner of Kelly's Flying Service and an FAA licensed Airframe and Powerplant mechanic who performs aircraft maintenance from a hangar at Skyhaven Airport. Ralston is therefore directly and substantially affected by any restrictions on the commercial use of his hangar.

Complainant Suhr is the current lessee of hangars # C-30 and open hangar E-5 under the Agreement. **Exhibit C; Exhibit D** (2019 version currently in effect). Suhr a member and president of Mighty Mule Flying Club, not for profit 501 c7. Additionally, the flying club

requires maintenance and fuel support of their aircraft. Suhr is therefore directly and substantially affected by any restrictions on the commercial use of his hangar

Complainant Powers current lessee of hangar # C-25 under the Agreement. **Exhibit F.** Powers uses maintenance provided by non-UCM commercial operators to maintain his aircraft. Powers is therefore directly and substantially affected by any restrictions on the commercial use of Skyhaven hangars.

On Aug. 5th, 2024, UCM Airport Manager Chris Holland notified all hangar tenants at Skyhaven, to include the complainants, that they had until Oct. 15th, 2024, to sign a revised Agreement which would have an effective date of Nov. 1st, 2024. Letter to Slone at **Exhibit A**, 1; Letter to Ralston at **Exhibit B**, 1; Letter to Suhr, at **Exhibit C**, 1; Letter to Powers, **Exhibit E**. If the tenants choose not to sign the license agreement, they will be required to vacate the premises no later than Oct. 31st, 2024. Both letters state that the “new license agreement supersedes any prior or verbal agreements.” *Id.*

Although some of the restrictions were present in previous license agreements, UCM has indicated in communication with tenants that it intends to enforce the discriminatory, unjust and unreasonable restrictions on tenant maintenance and commercial activities for the exclusive benefit of UCM and select employees of UCM. **Exhibits A, B, C, E, G, H, I.**

Complainants have provided the following notice to UCM when declining to sign the license agreement:

“The private aircraft hangar tenants of the University of Central Missouri (UCM) at Skyhaven Airport (KCRM) in Warrensburg, Mo. are not comfortable signing the current form of the Hangar Lease Agreement, as distributed by Chris Holland, Airport Manager, on Aug. 5th, 2024, as we believe the Lease contains multiple violations of the FAA Airport Improvement Program (AIP) State Block Grant Assurances that directly and substantially affect the lawful use of the hangars. Refusal to sign is not to be consider Surrender of the Premises under Article 9 of the existing lease, and as such the hangar tenants do not give permission to UCM to move the aircraft of the hangar tenants until such time as the Lease may be amended and agreed upon or voluntarily terminated by the hangar tenants.”

After Powers submitted notice to UCM on Oct 11, 2024 with this message UCM declined his attempted renewal of the license. **Exhibit J.** Also on Oct 11, 2024 UCM refused deposits from multiple tenants who requested to revise the terms of their respective license agreements to remove any terms violation the grant assurances. The deposits were for up to three months advance payment and were made as a show of good faith while finalizing appropriate modifications to the license agreements.

### **Standard of Review**

Under 49 U.S.C. §§ 47105 – 47107, when airport owners or sponsors, planning agencies, or other organizations accept AIP funds, they must agree to certain obligations or grant assurances. 5100.39D, para. 2-4. The State Block Grant Program allows a state to assume the administrative responsibilities that are traditionally performed by the ADO for nonprimary airports. *Id.* at para. 6-13.

Under 14 C.F.R. Part 13, “Any person who knows of a violation of the Federal Aviation Act of 1958, as amended, . . . the Airport and Airway Development Act of 1970 [49 U.S.C. § 47101, et seq.], the Airport and Airway Improvement Act of 1982 [49 U.S.C. § 40103(e)], the Airport and Airway Improvement Act of 1982 as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or any rule, regulation, or order issued thereunder, should report it to appropriate personnel of any FAA regional or district office.” 14 C.F.R. § 13.2(a). Under 14 C.F.R. 156 the FAA “may take any action, pursuant to the authority of the Airport and Airway Improvement Act of 1982, as amended, to enforce the terms of a State block grant agreement including any terms imposed upon subsequent recipients of State block agreement funds.” 14 C.F.R. § 156.7.

FAA Airports District Offices ("ADOs") and Regional Airports Offices receive and investigate Part 13.2 informal complaints. Compliance Guidance Letter (CGL) 2022-02, *Procedures for Accepting and Investigating 14 CFR Part 13 Informal Complaints Alleging Violations of Grant Assurance Obligations and Surplus Property Deed Restrictions*, 2-3 (June 6, 2022) (“CGL 2022-02”). “Reviewable complaints include allegations that, if true, would constitute a violation of an airport obligation.” *Id.* at 2. “The Region/ADO may begin informal discussions but end up following the structured Section 13.2 process if their attempts at resolving the issue are unsuccessful.” *Id.* at 5. “The . . . 13.2 process is intended to *help airport users and*

*sponsors resolve issues in an informal and expedient manner without the need to elevate it to a formal Part 16 process.”* *Id.* at 4 (emphasis added). “The goal is to come to an informal resolution that is mutually agreeable to the parties and that complies with the airport sponsor’s federal obligations.” *Id.* at 6. “After a determination has been reached in a Section 13.2 investigation, the complainant may file a Part 16 complaint for purposes of trying to obtain a different outcome, to seek a stronger enforcement response from the FAA, or to obtain a final agency decision that is subject to judicial review.” *Id.* at 2.

“The FAA must make a judgment call in all cases as to whether a sponsor is reasonably meeting its federal commitments. A sponsor meets its commitments when: (1). the federal obligations are fully understood; (2). a program (e.g., preventive maintenance, leasing policies, operating regulations, etc.) is in place that the FAA deems adequate to carry out the sponsor’s commitments; (3). the sponsor satisfactorily demonstrates that such a program is being carried out; and, (4). past compliance issues have been addressed.” Order 5190.6B, para. 2.8 b. The FAA has the option to suspend or terminate any state block grant. Order 5100.38D, para. 6-36.

“The Grants Watch List lists those obligated airports with egregious violations where the airport sponsor has been informally determined to be in noncompliance with its grant assurances and/or surplus property obligations as of a particular date.” Order 5190.6B, para. 2.10. An airport is placed on the Grants Watch List if it falls in one or more of the following categories and the violations are so egregious as to preclude additional federal financial assistance until the issues are resolved:

- a. Airports with a formal finding of noncompliance under 14 CFR Part 16 if corrective action has not been taken,
- b. Airports listed in the Airport Improvement Program (AIP) Report to Congress under 49 U.S.C. § 47131 for certain for violations of their grant assurances or other requirements with respect to airport lands; and
- c. Airports that are clearly in noncompliance despite FAA requests to the sponsor for corrective action.

*Id.*

“The Grants Watch List is essentially an internal notification from ACO-100 to other FAA Airports offices regarding which airports are not to receive any further discretionary grants authorized under 49 U.S.C. § 47115 and the General Aviation \$150,000 apportionment under 49 U.S.C. § 47114(d)(3)(A) until corrective action is achieved.” *Id.* (emphasis added).

In sum, a Sponsor who is a recipient of an FAA Grant Assurance under the State Block Grant Program is required to maintain the same standards as any other recipient. If the Sponsor is found to be in violation of the Grant Assurances, it may be placed on the Grants Watch List and subject to suspension or termination of AIP funds.

### **Specific Violations**

The specific violations by UCM include, but are not limited to, the following:

**I. UCM is in violation of Grant Assurance 22a. Economic Nondiscrimination through the prohibition on any “commercial businesses” under Article 4 Use of Premises of the license agreement.**

The concept of unjust discrimination under Grant Assurance 22, Economic Nondiscrimination, which implements provisions of 49 U.S.C. § 47107(a)(1) through (6), requires, in pertinent part, that the sponsor of a federally obligated airport will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. Order 5190.6B, para. 13.13. “Where the sponsor has not entered into an express agreement, commitment, understanding, or an apparent intent to exclude other reasonably qualified enterprises, the FAA does not consider the presence of only one provider engaged in an aeronautical activity as a violation of the exclusive rights prohibition. *Id.* at para. 8.6. Furthermore, the FAA will “consider the sponsor's willingness to make the airport available to additional reasonably qualified providers.” *Id.* However, as with the granting of Proprietary Right (*see* Section III), two conditions must be met for the Sponsor to avoid the accusation that it is discriminating against other potential providers:

“(1). It can be demonstrated that it would be unreasonably costly, burdensome, or impractical for more than one entity to provide the service, and

(2). The sponsor would have to reduce the leased space that is currently being used for an aeronautical purpose by the existing provider in order to accommodate a second provider. In the case of denying additional providers, the sponsor must have adequate justification and documentation of the facts supporting its decision acceptable to the FAA. Both conditions must be met.”

*Id.* para. 8.7. a (1)-(2) (*See* 49 U.S.C. § 47107(a)(4)(A and B).

Grant Assurance 22a. clause establishes the basic obligation to provide access to all aeronautical users, commercial and non-commercial alike, on fair and **reasonable terms without unjust discrimination**. National Academies of Sciences, Engineering, and Medicine. 2018. *Understanding FAA Grant Assurance Obligations Volume 1: Guidebook*. para. 1.1.1, Washington, DC: The National Academies Press. <https://doi.org/10.17226/25126> (“Understanding FAA Grant Assurance”). This obligation has been interpreted to include a requirement to charge reasonable, and not unjustly discriminatory, rates, fees and charges. Users who are **similarly situated** must be treated in the same manner. *Id.* Users who are not **similarly situated** can be treated differently. *Id.*

Here UCM has violated Grant Assurance 22a. through the terms of the Agreement and stated its intention to continue violating the assurance despite complaint from tenants.

Agreement Article 4, cl. 4 states, “The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE’S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.” UCM’s prohibition would immediately put any mechanic, instructors, or other businesses at Skyhaven out of business, including but not limited to the complainants herein. And despite tenants requesting clarification that they can conduct certain commercial activities (as they would otherwise be prevented from operating), UCM has responded in writing that any maintenance would in fact violate the Agreements. **Exhibit G**, (email dated October 1, 2024 from UCM Airport Manager). Other tenants have requested similar confirmations prior to being asked to



sign an agreement that would shut down their business, and UCM has provided no response as of the date of this Complaint. **Exhibit I**, (email dated October 9, 2024 from K. Ralston).

In addition, Agreement Article. 14, cl. 2 states that “in the event that the university shall desire to improve its Airport and in so doing do it shall be necessary to remove or demolish hangars, building, or any part of them herein Licensed, it shall have the right to do so”. The University previously provided a notice period of 90 days under this clause, but now provide no notice in the event of invoking this clause, which provides very little notice to airport users and tenants and is an unreasonable term with unjust discrimination. Change of removal/demolition of structure clause to return 90-day notice instead of 30-day notice to make it a **reasonable term without unjust discrimination**.

Further, Agreement Article 14, cl. 1 states that a tenant cannot be a “hindrance” under as it applies to UCM being able to “develop or improve the landing area, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.” This is a not **reasonable term without risk of unjust discrimination**. UCM must provide a narrowed definition of “hindrance” under Article 14, cl. 1 as it applies to UCM as it currently appears to give overbroad rights based upon a undefined action on the part of tenants.

## **II. UCM is in violation of Grant Assurance 22.f. Aircraft Owner/Operator Right to Self Service through the prohibition on owner conducted maintenance if the assistance of an aircraft mechanic is required under Article 4 Use of Premises of the license agreement.**

The airport Sponsor does have the right to limit the ability of an aircraft owner or sponsor to self-service so that it must be conducted in accordance with reasonable rules, regulations or standards established by the airport sponsor. Order 5190.6B, para. 8.8.b. Generally, the aircraft owner or operator to tie down, adjust, repair, refuel, clean, and otherwise service his/her own aircraft, provided the service is performed by the aircraft owner/operator or his/her employees with resources supplied by the aircraft owner or operator. *Id.* However any unreasonable restriction imposed on the owners or operators of aircraft regarding the servicing of their own aircraft may be construed as an exclusive rights violation. *Id.* Additionally, in accordance with the federal grant assurances:

- (1) An airport sponsor *may not prevent* an owner or operator of an aircraft from performing services on his/her own aircraft with

his/her own employees and equipment. Restrictions imposed by an airport sponsor that have the effect of *channeling self-service activities to a commercial aeronautical service provider may be an exclusive rights violation*. An airport sponsor may not prevent an owner or operator of an aircraft from performing services on his/her own aircraft with his/her own employees and equipment.

(2). An airport sponsor must reasonably provide for self-servicing activity but is not obligated to lease airport facilities and land for such activity. That is, the airport sponsor is not required to encumber the airport with leases and facilities for self-servicing activity.

(3). An airport sponsor is under no obligation to permit aircraft owners or operators to introduce fueling equipment or practices on the airport that would be *unsafe or detrimental to the public welfare or that would affect the efficient use of airport facilities by the public*. *Id.* (emphasis added).

Grant Assurance clause 22.f. protects the right of an aircraft owner or operator to service its own aircraft (including fueling, repairs and maintenance) with its own employees and equipment. Understanding FAA Grant Assurance, para. 1.1.6. Under this clause, even if a Sponsor is providing commercial services in its own name, as the exclusive provider on the airport (proprietary exclusive), it must permit aircraft owners/operators to service their own aircraft. *Id.* The services must be provided by the aircraft owner/operators' own employees. *Id.* The aircraft owner/operator cannot claim the self-service right, while using third-party contractors. *Id.*

Here, UCM is clearly in violation the FAA Grant Assurance by prohibiting self-fueling in Agreement Article 4, cl. 2 as well as by prohibiting any form of maintenance as discussed above and under Agreement Article 4, cl. 2. In addition, UCM has failed to published any form of Minimum Standard to prevent violations of these proprietary rights and self-fueling. It should be noted that these clauses have the potential to ground and/or strand any aircraft requiring non-owner provided maintenance at Skyhaven.

This type of prohibition has the effect of channeling self-service activities to a commercial aeronautical service provider may be an exclusive rights violation. *See* Section IV. And finally, UCM has failed to make any good faith claim that self-service would make the airport unsafe or detrimental to the public welfare or that would affect the efficient use of airport facilities by the public, despite continued request from tenants and users.

**III. UCM is in violation of Grant Assurance 22.g, Sponsor Commercial Services (Proprietary Rights) through the refusal to provide A&P mechanic services to Skyhaven tenants under current UCM policy**

Under Order 5190.6 an airport Sponsor may exercise, but not grant, an exclusive right to provide aeronautical services to the public. Order 5190.6, para. 8.9.a. If the airport sponsor opts to provide an aeronautical service exclusively, it must use its own employees and resources. *Id.* The order notes that “as a practical matter, most airport sponsors recognize that aeronautical services are best provided by profit-motivated, private enterprises” . . . but that there “may be situations that the airport sponsor believes would justify providing aeronautical services itself.” *Id.* Examples are when there is insufficient revenue to attract private enterprise or revenue is so great that the airport wishes to perform the work itself in order to become financially self-sustaining. *Id.*

Order 5190.6B states that “Aircraft fueling is a prime example of an aeronautical service an airport sponsor may choose to provide itself.” *Id.* While the airport sponsor may exercise its proprietary exclusive to provide fueling services, aircraft owners may still assert the right to obtain their own fuel and bring it onto the airport to service their own aircraft, but only with their own employees and equipment and in conformance with reasonable airport rules, regulations, and minimum standards. *Id.* Under Advisory Circular (AC) 150/5190-6, “An airport sponsor may not prevent an owner or operator of an aircraft from performing services on his/her own aircraft with his/her own employees and equipment.” AC 150/5190-6, *Exclusive Rights at Federally-Obligated Airports*, 1/4/2007, para. 2 (1). AC 150/5190-8 defines “self-service fueling” (fueling from a self-service pump made available by the airport, FBO, or an aeronautical service provider) as a commercial activity. AC 150/5190-8, *Minimum Standards for Commercial Aeronautical Activities*, 12/7/2023, para. 1.3.3.2. However, “self-fueling” (the fueling or servicing of an aircraft (i.e., changing the oil, washing) by the owner of the aircraft with his or

her own employees and using his or her own equipment) is not. *Id.* Therefore, self-fueling should not be prevented and should not be listed as a commercial activity.

Additionally, the airport may exercise Proprietary Rights if “it is unreasonably costly, burdensome, or impractical for more than one FBO to provide services, and allowing more than one FBO to provide services would reduce the space leased under an existing agreement between the airport and single FBO.” Order 5190.6B, para. 8.9.c (emphasis in original). But only if both conditions are met. *Id.*

The airport may also limit competition to a single enterprise if “growth ultimately results in the occupancy of all available space.” Order 5190.6B, para. 8.9.d. But an “exclusive rights violation occurs when an airport sponsor unreasonably excludes a qualified applicant from engaging in an on airport aeronautical activity without just cause or fails to provide an opportunity for qualified applicants to be an aeronautical service provider.” *Id.* “An exclusive rights violation can occur through the use of leases where, for example, all the available airport land and/or facilities suitable for aeronautical activities are leased to a single aeronautical service provider who cannot put it into productive use within a reasonable period of time, thereby denying other qualified parties the opportunity to compete to be an aeronautical service provider at the airport. *Id.* (emphasis added). A lease that confers an exclusive right will be construed as having the intent to do so and, therefore, constitute an exclusive rights violation. *Id.*; *see* section IV.

Grant Assurance clause 22.g requires a Sponsor that provides commercial aeronautical services directly to the public to do so under the same conditions that would apply to any other aeronautical service provider. Understanding FAA Grant Assurance, para. 1.1.7. This clause assures that airport users will be treated fairly when the Sponsor provides aeronautical services. *Id.* It also assures that the Sponsor does not gain an unfair competitive advantage over private operators, providing the same services as the Sponsor. *Id.*

Again, UCM is clearly violation the FAA Grant Assurance by prohibiting self-fueling in Agreement Article 4, cl. 2 as well as by prohibiting any form of maintenance as discussed above and under Agreement Article 4, cl. 2, as the tenants have been provided no options for maintaining and operating their aircraft. In addition, UCM has failed to published any form of Minimum Standard to prevent violations of these proprietary rights and self-fueling. It should

again be noted that these clauses have the potential to ground and/or strand any aircraft requiring non-owner provided maintenance at Skyhaven.

**IV. UCM is in violation of Grant Assurance 23, Exclusive Rights through the granting of exclusive rights to provide maintenance at Skyhaven to UCM personnel or selected individuals to prohibit competition.**

The granting of an "exclusive right" is set forth in both 49 U.S.C. § 40103(e) and Grant Assurance 23. Under section 40103(e) "person does not have an exclusive right to use an air navigation facility on which Government money has been expended." *See* also 49 U.S.C. § 47107(a)(4). Grant Assurance 23 similarly states that an airport "will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public." Order 5190.6B, para. 10.3. recommends the use of Minimum Standards to Protect an Exclusive Right: "When the sponsor implements minimum standards for the purpose of protecting an exclusive right, the FAA may find the sponsor in violation of the exclusive rights prohibition. Evidence of intent to grant an exclusive right might be, for example, the adoption of a standard that only one particular operator can reasonably or practically meet."

Grant Assurance clause 23 prohibits the Sponsor from granting an **exclusive right** to provide aeronautical services to the public. Understanding FAA Grant Assurance, para. 1.1.10. It also prohibits the Sponsor from granting an exclusive right to conduct any aeronautical activity. *Id.* The prohibition is based not only on the AIP statute, but on a provision of the Federal Aviation Act that prohibits granting an exclusive right at an airport where federal funds have been spent. *Id.* Because of this statutory prohibition, this Assurance lasts indefinitely, i.e., as long as the airport is operating. *Id.*

Despite the restrictions in the Agreement, UCM has continued to have its own employees provide maintenance to airport users and tenants. See also Exhibit G, and email from the UCM Airport Manager confirming that no tenants may conduct their own maintenance, limiting them only to the services of UCM, the Airport Sponsor.

And it should again be reiterated that UCM is clearly in violation the FAA Grant Assurance by prohibiting self-fueling in Agreement Article 4, cl. 2 and has failed to published any form of Minimum Standard to prevent violations of these proprietary rights and self-fueling.

### **Conclusion and Request for Relief**

For the reasons set forth above, we respectfully ask the Central Region Airports Office to investigate these allegations and pursue corrective action from UCM so that the tenants of Skyhaven can enjoy the rights and privileges as pilots and business owners required by law at a federally funded airport without requiring the filing of a formal complaint under Part 16.

The issues presented for investigation should not be considered exhaustive, but we respectfully request that among other things UCM should be required to:

- I. Cease economic discrimination in violation of Grant Assurance 22a. Economic Nondiscrimination through its prohibition on any “commercial businesses” under Article 4 Use of Premises of the license agreement.
- II. Cease prohibiting aircraft owners and operators from safely maintaining their aircraft in violation of Grant Assurance Clause 22.f. Aircraft Owner/Operator Right to Self Service through the prohibition on owner conducted maintenance if the assistance of an aircraft mechanic is required under Article 4 Use of Premises of the license agreement.
- III. Cease refusal to provide maintenance services to Skyhaven tenants in violation of Grant Assurance Clause 22.g, Sponsor Commercial Services (Proprietary Rights).
- IV. Cease granting exclusive rights to provide maintenance at Skyhaven to UCM personnel or selected individuals to prohibit competition in violation of Grant Assurance Clause 23, Exclusive Rights.

### **Proposed Changes**

In order to resolve the dispute, the tenants additionally propose the following revisions to the Agreement and the general operations of the airport:

1. Article 4. Removal of commercial use prohibitions.
  - a. Implement a Published Minimum Standards for Commercial Aeronautical Activities in accordance with AC 150/5190-8, Minimum Standards for Commercial Aeronautical Activities.
  - b. Removal of self-fueling prohibition. Article 4, cl. 2.
  - c. Removal of commercial business restrictions to allow flight instruction, maintenance, aerial application, and other similar businesses. Article 4, cl. 2.
  - d. Addition of a third-party vendor agreement pursuant to UCM policy.

- e. Removal of probation on hiring aircraft mechanics to assist owner conducted maintenance.
- 2. Article 7. Definition of “repair to substantially that condition prior to the date of loss” regarding liability of licensee for damage to the hangar.
- 3. Article 14.
  - a. Change of removal/demolition clause to return 90-day notice instead of 30-day notice.
  - b. Provide a narrowed definition of “hindrance” under Article 14, cl. 1 as it applies to UCM as it currently appears to give overbroad rights based upon a undefined action on the part of tenants.
- 4. Establishment of governing board which is consistent with standard at other similarly situated airports.
  - a. Operational control of Skyhaven transferred to a board comprised of the UCM university president, two individuals from the county, two individuals from the city, two hangar tenants and/or end users, etc.
- 5. Accounting of the enclosed T Hangars to the agreed levels from 2008 or just prior to the enclosed hangars that was agreed to prior to the enclosed hangars being built.
  - a. The agreed ratio was 2/3 of the hangars for public use and 1/3 for used by UCM

Enclosures – **Exhibits A-J** (see attached index)

Copy: \_\_\_\_\_

<b>Exhibit</b>	<b>Description</b>
A	License Agreement (2024) with Letter - Don Slone - C29
B	License Agreement (2024) with Letter - Kelly Ralston - E3/ C21
C	Letter to Suhr and License Agreement (2024) for C-30
D	License Agreement (2019) for Jeff Suhr
E	Letter to Gilbert Powers re: License Agreement (2024)
F	License Agreement (2024) for Gilbert Powers - C-25
G	Emails Chris Holland to Jeff Suhr
H	Email Donald L. Slone to FAA Compliance Officer Angie Muder – 10.2.2024
I	Emails Kelly Ralston to Chris Holland
J	Return of license payment to Gilber Powers



UNIVERSITY OF  
CENTRAL  
MISSOURI

Exhibit A

Department of Aviation  
T. R. Gaines 210  
Warrensburg, MO. 64093  
Office 660-543-4969  
[www.ucmo.edu/aviation](http://www.ucmo.edu/aviation)

REDEFINING WHAT'S POSSIBLE

5 August, 2024

Dear Don Slone, we would like to inform you that beginning November 1, 2024, Skyhaven Airport will be increasing the rates for hangars being used under current license agreements. Going forward, an automatic rate increase of 3% will be applied annually on July 1st, beginning July 1, 2025.

In order to maintain your use of the hangar, you will need to sign the new License Agreement. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Payment of the deposit can be made in the same manner as paying the license fee.

The new license agreement supersedes any prior or verbal agreements. Your current license agreement is being terminated, effective November 1, 2024, and the enclosed license agreement replaces it. Please return the attached agreement, signed and notarized, along with your security deposit and proof of current insurance per the new agreement for all aircraft based at Skyhaven Airport on or before October 15, 2024.

A military discount of 10% will continue to be honored after completion of the Military Discount form and proof of current or prior military service. If you believe you qualify, please request this discount when you return the license agreement.

We will be performing a key inventory of all airport-issued keys. We ask that you bring your airport-issued keys with you when you deliver the new agreement or provide us with your key number.

If you choose not to sign the enclosed license agreement, you must vacate the premises and return all keys no later than October 31, 2024.

Please contact me if you have any questions.

Sincerely,

Chris Holland  
Airport Manager  
Skyhaven Airport  
281 NW US 50 Hwy  
Warrensburg, MO 64093  
660-543-4916  
[cholland@ucmo.edu](mailto:cholland@ucmo.edu)



## AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5<sup>th</sup> day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and DON SLOVE, an Individual residing at \_\_\_\_\_ in the State of Missouri (the LICENSEE);

WITNESSETH:

### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-29, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:  
Email Address:  
Phone Number:  
Aircraft Make  
Aircraft Model  
Aircraft Year  
Aircraft Registration Number  
Aircraft Serial Number  
Aircraft Registered Owner(s)  
Aircraft Owner Address & Phone Number (if different from Lessee)  
Distinguishing Aircraft Markings  
Quantity and ID of Airport Access Keys  
Valid Registration Certificate  
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

### ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1<sup>st</sup>, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3  
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15<sup>th</sup>) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4  
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

#### ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

#### ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10  
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11  
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12  
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

#### ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM  
Skyhaven Airport  
281 NW 50 Hwy.  
Warrensburg, MO 64093

IF TO LICENSEE:

#### ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, 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.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

#### ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

#### ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged  
In the presence of:

LICENSEE

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Date

STATE OF MISSOURI     )  
  )  
COUNTY OF JOHNSON    )

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared \_\_\_\_\_, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





UNIVERSITY OF  
CENTRAL  
MISSOURI

Exhibit B

Department of Aviation  
T. R. Gaines 210  
Warrensburg, MO. 64093  
Office 660-543-4969  
[www.ucmo.edu/aviation](http://www.ucmo.edu/aviation)

REDEFINING WHAT'S POSSIBLE

5 August, 2024

Dear Kelly Ralston, we would like to inform you that beginning November 1, 2024, Skyhaven Airport will be increasing the rates for hangars being used under current license agreements. Going forward, an automatic rate increase of 3% will be applied annually on July 1st, beginning July 1, 2025.

In order to maintain your use of the hangar, you will need to sign the new License Agreement. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Payment of the deposit can be made in the same manner as paying the license fee.

The new license agreement supersedes any prior or verbal agreements. Your current license agreement is being terminated, effective November 1, 2024, and the enclosed license agreement replaces it. Please return the attached agreement, signed and notarized, along with your security deposit and proof of current insurance per the new agreement for all aircraft based at Skyhaven Airport on or before October 15, 2024.

A military discount of 10% will continue to be honored after completion of the Military Discount form and proof of current or prior military service. If you believe you qualify, please request this discount when you return the license agreement.

We will be performing a key inventory of all airport-issued keys. We ask that you bring your airport-issued keys with you when you deliver the new agreement or provide us with your key number.

If you choose not to sign the enclosed license agreement, you must vacate the premises and return all keys no later than October 31, 2024.

Please contact me if you have any questions.

Sincerely,

Chris Holland  
Airport Manager  
Skyhaven Airport  
281 NW US 50 Hwy  
Warrensburg, MO 64093  
660-543-4916  
[cholland@ucmo.edu](mailto:cholland@ucmo.edu)

## AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5<sup>th</sup> day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and KELLY RALSTON, an Individual residing at \_\_\_\_\_ in the State of Missouri (the LICENSEE);

WITNESSETH:

### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR E-3, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:  
Email Address:  
Phone Number:  
Aircraft Make  
Aircraft Model  
Aircraft Year  
Aircraft Registration Number  
Aircraft Serial Number  
Aircraft Registered Owner(s)  
Aircraft Owner Address & Phone Number (if different from Lessee)  
Distinguishing Aircraft Markings  
Quantity and ID of Airport Access Keys  
Valid Registration Certificate  
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

### ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1<sup>st</sup>, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3  
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 144.70 dollars per month payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15<sup>th</sup>) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

**ADDITIONAL PROVISION:** The LICENSEE acknowledges that the above Premise includes additional amenities including gas, water, and a working bathroom. LICENSEE agrees to pay the gas utility bill for use of gas at the above referenced Premise. The UNIVERSITY will invoice the LICENSEE for each month of use by the 5th day of the following month. LICENSEE will pay the UNIVERSITY the gas utility bill by the 15<sup>th</sup> day of the month.

ARTICLE 4  
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

#### ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

#### ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10  
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11  
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12  
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13  
NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM  
Skyhaven Airport  
281 NW 50 Hwy.  
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14  
AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein

Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, 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.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.



ARTICLE 15  
PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16  
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged  
In the presence of:

LICENSEE

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Date

STATE OF MISSOURI        )  
  )  
COUNTY OF JOHNSON     )

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared \_\_\_\_\_, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Next Agreement on the Following Page**

## AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5<sup>th</sup> day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and KELLY RALSTON, an Individual residing at \_\_\_\_\_ in the State of Missouri (the LICENSEE);

WITNESSETH:

### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-21, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:  
Email Address:  
Phone Number:  
Aircraft Make  
Aircraft Model  
Aircraft Year  
Aircraft Registration Number  
Aircraft Serial Number  
Aircraft Registered Owner(s)  
Aircraft Owner Address & Phone Number (if different from Lessee)  
Distinguishing Aircraft Markings  
Quantity and ID of Airport Access Keys  
Valid Registration Certificate  
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

### ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1<sup>st</sup>, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3  
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 262.24 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15<sup>th</sup>) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4  
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

#### ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

#### ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10  
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11  
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12  
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

#### ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

##### IF TO UNIVERSITY:

UCM  
Skyhaven Airport  
281 NW 50 Hwy.  
Warrensburg, MO 64093

##### IF TO LICENSEE:

#### ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.



During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, 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.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

#### ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

#### ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged  
In the presence of:

LICENSEE

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Date

STATE OF MISSOURI     )  
                                  )  
COUNTY OF JOHNSON    )

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared \_\_\_\_\_, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## Exhibit C

Department of Aviation  
T. R. Gaines 210  
Warrensburg, MO. 64093  
Office 660-543-4969  
[www.ucmo.edu/aviation](http://www.ucmo.edu/aviation)

**REDEFINING WHAT'S POSSIBLE**

5 August, 2024

Dear Jeff Suhr, we would like to inform you that beginning November 1, 2024, Skyhaven Airport will be increasing the rates for hangars being used under current license agreements. Going forward, an automatic rate increase of 3% will be applied annually on July 1st, beginning July 1, 2025.

In order to maintain your use of the hangar, you will need to sign the new License Agreement. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Payment of the deposit can be made in the same manner as paying the license fee.

The new license agreement supersedes any prior or verbal agreements. Your current license agreement is being terminated, effective November 1, 2024, and the enclosed license agreement replaces it. Please return the attached agreement, signed and notarized, along with your security deposit and proof of current insurance per the new agreement for all aircraft based at Skyhaven Airport on or before October 15, 2024.

A military discount of 10% will continue to be honored after completion of the Military Discount form and proof of current or prior military service. If you believe you qualify, please request this discount when you return the license agreement.

We will be performing a key inventory of all airport-issued keys. We ask that you bring your airport-issued keys with you when you deliver the new agreement or provide us with your key number.

If you choose not to sign the enclosed license agreement, you must vacate the premises and return all keys no later than October 31, 2024.

Please contact me if you have any questions.

Sincerely,

Chris Holland  
Airport Manager  
Skyhaven Airport  
281 NW US 50 Hwy  
Warrensburg, MO 64093  
660-543-4916  
[cholland@ucmo.edu](mailto:cholland@ucmo.edu)

## AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5<sup>th</sup> day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and JEFF SUHR, an Individual residing at \_\_\_\_\_ in the State of Missouri (the LICENSEE);

WITNESSETH:

### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-30, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:  
Email Address:  
Phone Number:  
Aircraft Make  
Aircraft Model  
Aircraft Year  
Aircraft Registration Number  
Aircraft Serial Number  
Aircraft Registered Owner(s)  
Aircraft Owner Address & Phone Number (if different from Lessee)  
Distinguishing Aircraft Markings  
Quantity and ID of Airport Access Keys  
Valid Registration Certificate  
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

### ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1<sup>st</sup>, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3  
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 305.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15<sup>th</sup>) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4  
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

#### ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

#### ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

## Exhibit D

### AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 1st day of June, 20 19, by and between the University of Central Missouri, General Counsel's Office (the UNIVERSITY), and Jeff Suhr and/or MMFC LLC, an Limited Liability Corporation Licensed and operating in the State of Missouri (the LICENSEE);

WITNESSETH:

#### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at 160 NW 251 Road, Aviation Annex, as is and after inspection by LICENSEE. LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning. For the limited and specific purpose as set forth below.

#### ARTICLE 2 TERM OF LICENSE

To use the above described premises on a month to month basis, commencing as of the date stated above. LICENSEE shall provide for any and all maintenance and repairs to the structure and lots situated at the described premises in addition to the license fee.

UNIVERSITY agrees to allow the use of any personal property situated in the property to the LICENSEE in consideration of the LICENSEE providing for all maintenance, repairs, and operational expenses of the premises.

#### ARTICLE 3 MINIMUM LICENSE FEE

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as minimum license fee for the premises, the sum of \$220.50 dollars per month license fee, payable in advance, or such other prorated installments as are administratively required by the UNIVERSITY for purposes of accounting needs, commencing on the date as listed above.

#### ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE will keep the premises and appurtenances and the adjoining areas and sidewalks clean, safe and healthy condition, and to clean the snow and ice from the sidewalks, drives and parking areas, contiguous to the premises during the term of this License at the LICENSEE'S expense.



The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

#### ARTICLE 5 ALTERATIONS

In addition to improvements to be made to the premises and structure of the premises, the LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 6 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the premises or to the building of which the premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the premises shall be deemed conclusive evidence that the premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the premises caused by such removal and restore the premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

#### ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

#### ARTICLE 10 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability

for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

#### ARTICLE 11 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

#### ARTICLE 12 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on page 1 hereof, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

#### ARTICLE 13 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the airport, 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.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

#### ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE.

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15  
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged  
In the presence of:

LICENSEE

[Signature], MMPR President  
(Name)

27 Sept 2019  
Date

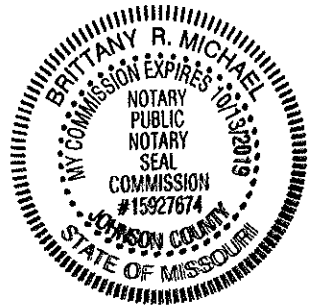
STATE OF MISSOURI     )  
  )  
COUNTY OF JOHNSON    )

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Jeffrey Suhr, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 27<sup>th</sup> day of September, 2019.

Brittany R. Michael  
Notary Public

My Commission Expires: 10.13.2019





UNIVERSITY OF  
CENTRAL  
MISSOURI

**Exhibit E**

Department of Aviation  
T. R. Gaines 210  
Warrensburg, MO. 64093  
Office 660-543-4969  
[www.ucmo.edu/aviation](http://www.ucmo.edu/aviation)

**REDEFINING WHAT'S POSSIBLE**

5 August, 2024

Dear Gilbert Powers, we would like to inform you that beginning November 1, 2024, Skyhaven Airport will be increasing the rates for hangars being used under current license agreements. Going forward, an automatic rate increase of 3% will be applied annually on July 1st, beginning July 1, 2025.

In order to maintain your use of the hangar, you will need to sign the new License Agreement. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Payment of the deposit can be made in the same manner as paying the license fee.

The new license agreement supersedes any prior or verbal agreements. Your current license agreement is being terminated, effective November 1, 2024, and the enclosed license agreement replaces it. Please return the attached agreement, signed and notarized, along with your security deposit and proof of current insurance per the new agreement for all aircraft based at Skyhaven Airport on or before October 15, 2024.

A military discount of 10% will continue to be honored after completion of the Military Discount form and proof of current or prior military service. If you believe you qualify, please request this discount when you return the license agreement.

We will be performing a key inventory of all airport-issued keys. We ask that you bring your airport-issued keys with you when you deliver the new agreement or provide us with your key number.

If you choose not to sign the enclosed license agreement, you must vacate the premises and return all keys no later than October 31, 2024.

Please contact me if you have any questions.

Sincerely,

Chris Holland  
Airport Manager  
Skyhaven Airport  
281 NW US 50 Hwy  
Warrensburg, MO 64093  
660-543-4916  
[cholland@ucmo.edu](mailto:cholland@ucmo.edu)

# Exhibit F

## AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5<sup>th</sup> day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and GILBERT POWERS, an Individual residing at \_\_\_\_\_ in the State of Missouri (the LICENSEE);

WITNESSETH:

### ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-25, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:  
Email Address:  
Phone Number:  
Aircraft Make  
Aircraft Model  
Aircraft Year  
Aircraft Registration Number  
Aircraft Serial Number  
Aircraft Registered Owner(s)  
Aircraft Owner Address & Phone Number (if different from Lessee)  
Distinguishing Aircraft Markings  
Quantity and ID of Airport Access Keys  
Valid Registration Certificate  
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

### ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1<sup>st</sup>, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3  
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 305.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15<sup>th</sup>) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4  
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.



The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

#### ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

#### ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

#### ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

#### ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

#### ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10  
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11  
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12  
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

#### ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM  
Skyhaven Airport  
281 NW 50 Hwy.  
Warrensburg, MO 64093

IF TO LICENSEE:

#### ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, 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.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

#### ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

#### ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged  
In the presence of:

LICENSEE

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Date

STATE OF MISSOURI        )

COUNTY OF JOHNSON      )

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared \_\_\_\_\_, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Exhibit G

### FAA Grant Assurance Complaint Against Skyhaven – Exhibit G

#### Emails of Chris Holland to Jeff Suhr

**From:** Jeff Suhr [jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)

**Subject:** Fwd: Hangar Rate Increase

Begin forwarded message:

**From:** Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)> (UCM Skyhaven Airport Manager)

**Date:** October 1, 2024 at 07:13:51 CDT

**To:** Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)>

**Subject: Re: Hangar Rate Increase**

Good Morning, Yes it is in violation of the current license agreement. Please refrain from having maintenance done by A&P or IA in the hangar going forward.

If you have any questions please let me know.

Thank You

Chris

**On Fri, Sep 27, 2024 at 4:09 PM Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)> wrote:**

Gotcha. Didn't realize that was in there.

So am I in violation for having maintenance done by an A&P or IA on the field or in the hangars now? Just trying to see if I have to take the planes elsewhere to be worked on or not.

Thanks Chris. Have a great weekend.

Jeff

**On Sep 27, 2024, at 14:38, Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)> wrote:**

Good Afternoon, the section you are referring to regarding maintenance are the same terms as the 2019 license agreement you signed. Those terms have not changed in the new license agreement. I have attached a copy of what we have on file for Hangar C-30.

If you have any questions let me know or come by the office.

Thank You

Chris Holland

**On Thu, Sep 26, 2024 at 3:58 PM Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)> wrote:**

Hey Chris. Sorry for the follow up. My email has been acting up. Just wanted to check and make sure you got my follow on question.

Thanks.

Jeff

**On Sep 25, 2024, at 15:20, Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)> wrote:**

Thanks for the clarifications.

As for the club not being considered commercial, that is great. Another thought occurred to me after reading that, what about maintenance the club has done on the planes at the airport. Having an A&P work on the planes at the airport seems commercial. Wouldn't that be considered commercial? **Just curious because if I have to plan to go elsewhere since the school doesn't do outside maintenance any more that would affect operation of the club.** Just curious. Thanks for the help.

Jeff

**On Sep 25, 2024, at 07:22, Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)> wrote:**

Good Morning, please see below the answers to your questions regarding the hangar agreement:

1) attached is a current insurance policy for 41U. I thought that it would have to be changed to match the new hangar stuff but after showing the policy to the insurance company they said my current policy, they thought, meets the requirements. Can you confirm that it's good? Please don't share my policy with others. This is just for the purpose of you confirming it meets your needs or not.

The provided insurance documentation meets the requirements of the agreement

2) is the club considered a commercial entity? We are a 501 c7 non profit club so I'm hoping the official position of the airport and college is that we aren't a commercial entity and continue with the hangars as is.

**The club is not considered a commercial entity.**

3) I just noticed a statement I don't understand. Could you tell me what this means for the club or I? "it is understood and agreed that nothing herein contained shall be construed to Grant or authorize the granting of an exclusive right within the meaning of section 308 of the federal aviation act of 1958." sorry, I just don't understand this kind of stuff all that well.

Section 308 states that when federal funds are used for an air facility, there are no exclusive rights for its use. **The agreement does not grant the authority to exclusive rights to the airport, for example one can not prohibit someone from driving in front of the hangar or using the runway.**



I hope these responses have answered all of your questions. If you have any more questions please let me know and I would be happy to check into them.

Thank You

Chris Holland

**On Thu, Sep 19, 2024 at 3:24 PM Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)> wrote:**

Thank you

On Sep 19, 2024, at 15:02, Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)> wrote:

Good Afternoon, I will look into your questions and get back to you with some answers.

Thanks

Chris

**On Wed, Sep 18, 2024 at 10:55 AM Jeff Suhr <[jeff.suhr@yahoo.com](mailto:jeff.suhr@yahoo.com)> wrote:**

Chris.

A few questions

1) attached is a current insurance policy for 41U. I thought that it would have to be changed to match the new hangar stuff but after showing the policy to the insurance company they said my current policy, they thought, meets the requirements. Can you confirm that it's good? Please don't share my policy with others. This is just for the purpose of you confirming it meets your needs or not.

2) is the club considered a commercial entity? We are a 501 c7 non profit club so I'm hoping the official position of the airport and college is that we aren't a commercial entity and continue with the hangars as is.

3) I just noticed a statement I don't understand. Could you tell me what this means for the club or I? "it is understood and agreed that nothing herein contained shall be construed to Grant or authorize the granting of an exclusive right within the meaning of section 308 of the federal aviation act of 1958." sorry, I just don't understand this kind of stuff all that well.

Thanks

Jeff

## Exhibit H

### FAA Grant Assurance Complaint Against Skyhaven – Exhibit H

Email of Don Slone to FAA Compliance Angie Muder  
Administrative Officer [angela.muder@faa.gov](mailto:angela.muder@faa.gov) following phone conversation

Oct. 1, 2024

Angela,

Thank you for your time. I have attached the copy of the hangar lease I am being asked to sign. Additionally, I've attached the copy of FAA Advisory Circular 150/5190-6 Exclusive Rights at Federally-Obligated Airports that I am referring to.

I specifically have three issues with signing the Hangar Rental Agreement as it exists now.

1. Ref Rental Agreement Article 4 Use of Premises - The prohibition of any commercial businesses on the premises not only shuts down the one existing A&P/IA mechanic on the field (currently in litigation) but prohibits any others from coming to the field. This also appears to preclude me from setting up a flight school operating out of my hangar teaching Light Sport pilots in the community as it would be a "commercial business". I got my CFI reinstated last week and am in the process of buying insurance for my training school. This rental agreement precludes my business.
2. Ref Rental Agreement Article 4 Use of Premises - Further, given #1 above, we are prohibited from the benefit of an A&P mechanic or IA from working on or inspecting our aircraft in our hangar. The only maintenance shop on the field belongs to the sponsor and is only available to the sponsor's flight school. It is not available to private pilots with aircraft on the field. If my aircraft breaks and needs an A&P then my aircraft would just be grounded. This leaves me without a way to legally maintain my aircraft so I would have to move to another airport. An existing flight club on the field was advised this morning that they could no longer have maintenance accomplished on their aircraft by A&P or IA mechanics. This forced the club to suspend operations effective today.
3. Ref Rental Agreement Article 14 Aeronautical and Airport Provisions (Paragraph 8) - "It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958." Although violation of exclusivity seems blatantly obvious in this agreement they want me to sign that it doesn't violate exclusivity. That would take away my right to disagree.

In summary, I believe that this rental agreement and the policies of the airfield sponsor are in direct conflict with the intent of FAA Advisory Circular 150/5190-6 Exclusive Rights at Federally-Obligated Airports as stated in Section 1 Paragraph 1.2.

*1.2. AGENCY POLICY. The existence of an exclusive right to conduct any aeronautical activity at an airport limits the usefulness of the airport and deprives the public of the benefits that flow from competitive enterprise.*

There is no intent by the sponsor to grow the airport or to provide for the community around it although federal money has been expended on airport improvements over the years making it a "Federally-Obligated" airport.

Please note that there is a group of about 45 pilots who are affected directly by this rental agreement and there are approximately 35 more pilots on a waiting list for hangars on the field. Airport growth is a given if the airport is managed properly. Also note that the sponsor is in fact a university that offers a degree in airport management so it should have the expertise to manage the airport for growth and profitability.

Finally, I request that this communication should be confidential to prevent retribution at this point. Also, be advised that there is a group of pilots working together to process and informal complaint to be submitted as soon as possible.

Thank you for your time and assistance.

Sincerely,

Donald L. Slone  
Lt Col, USAFR (Ret)  
President, EAA Chapter 1032  
2026565 CFI  
660-580-0546

## Exhibit I

**kralston05@charter.net**

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**From:** kralston05@charter.net  
**Sent:** Wednesday, October 9, 2024 10:00 AM  
**To:** 'Phillip Burns'; Chris Holland (chholland@ucmo.edu)  
**Subject:** RE: Skyhaven Airport Hangar Lease Renewal Reminder

Chris,

I just want to clarify my rights under the new lease/license agreement that the Skyhaven hangar tenants are required to sign by October 15<sup>th</sup> as referenced by your email below. Is it correct that there is a complete prohibition on commercial activity at the airport by non-UCM A&P mechanics and IAs? I would like you to clarify this because it will have the effect of ending my maintenance operation on the field. In light of what it's going to do to my business, can this restriction be removed or modified with a secondary agreement that can be signed prior to the lease/license agreement?

Additionally, if commercial A&P services are not authorized for tenants, how are my current customers on the field expected to maintain their aircraft?

I'm hoping to remain a tenant at the airport and will need to know what the policy is going forward.

Thank you,  
Kelly

---

**From:** Phillip Burns <pburns@ucmo.edu>  
**Sent:** Monday, October 7, 2024 1:50 PM  
**To:** kralston05@charter.net  
**Subject:** Skyhaven Airport Hangar Lease Renewal Reminder

7 October 2024

Dear Kelly Ralston, we would like to remind you that October 15<sup>th</sup> is the deadline for the new hangar lease agreement.

If you are receiving this message it is because we currently do not have a new agreement on file to take effect on November 1, 2024.

If you have any questions regarding the new license agreement, please reach out to Chris Holland at [chholland@ucmo.edu](mailto:chholland@ucmo.edu) or at (660) 543-4916. You can also reach out to me Phillip Burns at [pburns@ucmo.edu](mailto:pburns@ucmo.edu) or at (660) 543-4460.

Sincerely,

--

**Phillip Burns**  
Assistant Airport Manager/ A&P

University of Central Missouri  
Department of Aviation  
Max B. Swisher Skyhaven Airport  
Office: (660) 543- 4460  
[pburns@ucmo.edu](mailto:pburns@ucmo.edu)

# Exhibit J

## FAA Grant Assurance Complaint Against Skyhaven – Exhibit J Return of Powers Rent Payment for Hangar Following Letter - Oct. 11, 2024

**From:** Thunder <[gpowers2660@gmail.com](mailto:gpowers2660@gmail.com)>  
**Sent:** Friday, October 11, 2024 1:02 PM  
**To:** Jonathan P. Lackamp <[jlackamp@coolinglaw.com](mailto:jlackamp@coolinglaw.com)>  
**Subject:** Re: DRAFT Part 13 Complaint - Skyhaven Tenant Group for Review

I just sent you two emails I received a moment ago stating they voided the payments made today for the deposit and future hangar rent

Gilbert Powers

On Fri, Oct 11, 2024, 12:56 PM Jonathan P. Lackamp <[jlackamp@coolinglaw.com](mailto:jlackamp@coolinglaw.com)> wrote:



Gilber Powers -



Gilber Powers -

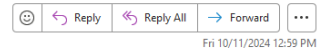


004857 voided  
Voiding Payment aftVoiding Payment afi10.11.24 G. Powers.r

Fwd: Void Receipt prepared for Powers, Gilbert



Thunder <[gpowers2660@gmail.com](mailto:gpowers2660@gmail.com)>  
To: Jonathan P. Lackamp



Fri 10/11/2024 12:59 PM

I just received this email voiding the payment I made this morning for the deposit and future hangar rent. I had given them the refusal to sign letter along with all insurance and requested items to fulfill the new License agreement.

Gilbert powers

----- Forwarded message -----

From: SkyHaven Airport - P66 <[noreply@avpos.com](mailto:noreply@avpos.com)>  
Date: Fri, Oct 11, 2024, 12:50 PM  
Subject: Void Receipt prepared for Powers, Gilbert  
To: <[gpowers2660@gmail.com](mailto:gpowers2660@gmail.com)>

A new void receipt has been prepared for Powers, Gilbert

Invoice Number: 004857  
Invoice Date: 10/11/2024

Thank you!  
SkyHaven Airport - P66

Fwd: Security Deposit and Advance payments voided



Thunder <[gpowers2660@gmail.com](mailto:gpowers2660@gmail.com)>  
To: Jonathan P. Lackamp

Reply Reply All Forward

Fri 10/11/2024 1:00 PM

You forwarded this message on 10/11/2024 2:09 PM.



Second email received from UCM.

Gilbert Powers

----- Forwarded message -----

From: **Scotti Holbert** <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)>

Date: Fri, Oct 11, 2024, 12:58 PM

Subject: Security Deposit and Advance payments voided

To: Thunder <[gpowers2660@gmail.com](mailto:gpowers2660@gmail.com)>

Gilbert:

On the advice of the General Counsel, I have voided today's payments of both the security deposit and advance hangar payments (see attached). If you wish to have me charge your current card on file for the current balance owed totaling \$50.90 please let me know. Or feel free to come back out with your preferred payment method and I'll be happy to run that through for you.

Sincerely,

Scotti Holbert  
Student Services Coordinator  
Department of Aviation  
University of Central Missouri  
Max B. Swisher Skyhaven Airport  
(660) 543-4333 office