



AERONAUTICAL DEVELOPMENT POLICY

Lease Policies

Minimum Business Standards

Aeronautical Property Construction Guidelines

Hangar Covenants

Airport Rules and Regulations

Adopted by The Port of Benton

November 9, 2016

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1. INTRODUCTION

Richland and Prosser Airports are owned and operated by the Port of Benton (the Port). The Port has adopted the following Airport Rules and Regulations to optimize the economic development opportunities afforded the community while ensuring a safe, and efficient level of operation and services offered to the public. These Rules and Regulations apply to all Airside and Landside developments at the Richland and Prosser Airports, and shall supersede all previous Rules & Regulations of the Port of Benton.

The Port reserves the right to make any additions, deletions, or corrections to these Rules and Regulations which may be considered necessary for the safety of aircraft operations or personnel using the airports.

In any instance in which these Rules may be or become inconsistent with Federal Aviation Administration (FAA) Regulations, or any other governmental agency, these rules shall be void as to the conflict. No part of these Rules shall be construed as license or authorization to deviate from FAA Regulations.

The Rules are promulgated under the power granted by Washington State Municipal Airports Act of 1941 and 1945, R.C.W. 14.08, which specifically grants the power to the authority to “provide Rules and Regulations Governing the Use of Such Airport and Facilities.”

1.1. PORT OF BENTON AIRPORT DEVELOPMENT POLICY

The Richland and Prosser Airports are strategically situated in an area ideally suited for economic development and job creation. It is the goal of the Port of Benton to encourage high quality development, continued maintenance and enhancement of facilities, and balanced uses of the airports, including a diversity of based aircraft and businesses. This policy will help enhance the ability of the Port to attract viable, compatible light industrial and commercial development on, and in the vicinity of the airports. This policy will allow full development of the airports with a myriad of uses while protecting the best locations for affordable non-commercial hangar development and commercial use developments, i.e. corporate aviation centers and/or Fixed Base Operators (FBO's).

Airport property, especially that which has access to the taxiway and runway system, is a limited and valuable resource. Improvements to these areas must therefore be accomplished in an efficient and resourceful manner. All airport property is publicly owned by the Port of Benton and is not available for sale. See Exhibit A (Richland) and Exhibit B (Prosser) in Appendix B. Thus all development on the airports is on leased property. The policies defined in this document will provide potential applicants with clear and concise information to facilitate the lease application and construction processes, business application, and expectations of Users and Lessee's.

This Development Policy requires applicants to clearly define their intentions for occupancy of airport property, whether for business or personal interests. Lease policies are explained in Chapter 2. Those wishing to operate a business must meet Minimum Business Standards as defined in Chapter 3, including submission of a detailed description of their plans, along with a forecast of revenues and growth. Those who wish to construct buildings on leased airport property will be subject to the Construction Guidelines contained in Chapter 5. All Users and Lessees are subject to the Hangar Covenants (Chapter 6) and Airport Rules and Regulations (Chapter 7).

1.2. RATES AND CHARGES

Consistent with the Federal Aviation Administration (FAA) grant assurances, the Port of Benton seeks to optimize airport operational and lease revenues in order to maintain financial self-sufficiency. Rates charged for leases, products, and uses of the airport are set according to costs of operation

and fair market value as determined by appraisal of similar airports in the local market area. Rates and charges are periodically reviewed by the Port.

1.3. MAINTENANCE: GOOD CONDITION & REPAIR

The Port takes pride in presenting an attractive gateway to the region, including the airports. Thus it is imperative that hangars and surrounding grounds be maintained in good condition and repair. Leases for property with existing buildings will be contingent upon Lessee's making a concerted effort to maintain their buildings in good structural condition and appearance. Preventive maintenance is an annual, ongoing obligation. Any level of clutter, junk or an unkempt appearance is not permitted. Particular attention should be focused on major cost issues such as foundations, structural components of buildings, roofs, wall systems, hangar doors, electrical systems, etc. The facility must have sufficient integrity and use to justify both routine maintenance upgrades and capital investment (typically ten years or more).

Where these standards conflict with FAA, or other federal, state or local applicable requirements, the highest or most restrictive standard shall prevail, except when the requirement is absolute and does not allow any other more restrictive considerations. Contract provisions shall prevail over these standards, if applicable.

1.4. DEFINITIONS

Following is a list of definitions, as used in these rules and regulations, unless the text otherwise requires.

AERONAUTICAL ACTIVITY – shall mean any activity, whether conducted on or off airport property, that involves, makes possible, or is required for the operation of aircraft or that contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft, parts, sale or maintenance of aircraft accessories, radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

AIRCRAFT MOVEMENT AREA (AOA) – means the runways, taxiways, the intermediate turn-offs and the adjoining areas.

AIRPORTS – means the Richland Airport and the Prosser Airport and all the areas, buildings, facilities and improvements within the exterior boundaries of such airports as now exist or as hereafter may be extended. See Airport Area Map Exhibit C (Richland) and D (Prosser) located in Appendix B of this document.

AIRSIDE – Any site that has direct access to the taxiway, runway or apron system.

BUILDINGS – Aeronautical and non-aeronautical buildings, structures, or other improvements, located on the airport.

DIRECTOR OF AIRPORTS – means the Port employee appointed by the Port Executive Director, to manage, superintend, control, and protect the airports. The Director of Airports shall have authority to take such action as may be necessary for handling, policing, protecting and safeguarding the public while present at the airports and to regulate vehicular traffic on the airports. The Director of Airports may suspend or restrict any or all operations without regard to weather conditions whenever such

action is deemed necessary in the interest of safety, subject to the review of such action by the Port Executive Director and the Commission. The Director of Airports shall engage in activities relating to airport planning and property management.

F.A.A. – means the Federal Aviation Administration.

F.A.A. GRANT ASSURANCE - When airport owners or sponsors, planning agencies, or other organizations accept funds from FAA-administered airport financial assistance programs, they must agree to certain obligations (or assurances). These obligations require the recipients to maintain and operate their facilities safely and efficiently and in accordance with specified conditions. The duration of these obligations depends on the type of recipient, the useful life of the facility being developed, and other conditions stipulated in the assurances.

FIXED BASE OPERATOR (FBO) – means any person, firm, corporation who is performing a service, sales, or manufacturing under provisions or contracts or leases with the Port and/or pertinent Federal Air Regulations.

FUEL FLOWAGE FEE - Fees levied by an airport operator per unit (gallon/pound) of aviation gasoline and jet fuel sold at the airport.

INDEPENDENT OPERATOR - An individual or business providing aviation services at the airports, but not affiliated with a Fixed Base Operator.

LANDSIDE – Any site that does not have direct access to the airfield operation area.

MASTER PLAN OR LAYOUT PLAN – means the currently approved scaled dimensional layout of the entire airport properties, indicating current and proposed usage for each identifiable segment as approved by the Port and amended from time to time.

MINIMUM BUSINESS STANDARDS – The qualifications established herein, as amended from time to time by the Port upon recommendations of the F.A.A. or Director of Airports setting forth the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

NOTICE TO AIRMEN (NOTAM) - is a notice filed with an aviation authority to alert aircraft pilots of potential hazards along a flight route or at a location that could affect the safety of the flight.

PERSON – means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

PORT – means the Port of Benton, Washington, and various properties and facilities that it owns and governs, including the Richland Airport and the Prosser Airport.

2. AIRPORT USE AND LEASE POLICY

2.1. GENERAL CONDITIONS

The Port of Benton makes the airports 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 activities offering services to the public at the airports.

NONDISCRIMINATION PROVISION: Any agreement with any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airports shall require that said services be furnished on a reasonable and not unjustly discriminatory basis to all users thereof. In addition, charges for said services shall be reasonable and not unjustly discriminatory.

EXCLUSIVE USE PROHIBITED: It is to be specifically understood and agreed that nothing contained in lease or use agreements shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

THROUGH-THE FENCE: The Port prohibits any development that would allow access to the airports by aircraft from private property adjacent to the airport (aka Through-the-Fence) except in compliance with Sec. 136 of Public Law 112-95.

SUBORDINATION: Any lease shall be subordinate to the provisions of any existing or future agreements between the Port and the United States, relative to the operation or maintenance of the airports, 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 airports.

SELF-FUELING AND MAINTENANCE: It is clearly understood that no right or privilege will be granted that would operate to prevent any person, firm, or corporation operating aircraft on the airports from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

RESERVED RIGHTS: The Port of Benton reserves the right to further develop or improve the aviation facilities of the airports as it sees fit, regardless of the desires or view of the User or Lessee, and without interference or hindrance. The Port reserves the right, but is not obligated to User or Lessee, to maintain and keep in repair the landing area of the airports and all publicly owned facilities of the airports, together with the right to direct and control all activities in this regard.

WAR OR NATIONAL EMERGENCY: It shall be understood that during a time of war or national emergency, the Port 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 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.

AIRSPACE PROTECTION: The Port reserves the right to take any reasonable action, including zoning laws, it considers necessary to restrict the use of the land adjacent to or in the vicinity of the airports to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. Additionally, the Port reserves the right to take any action it considers necessary to protect the aerial approaches of the airports against obstruction, together with the right to prevent User or Lessee's from erecting, or permitting to be erected, any building or other structure on or adjacent to the airports that, in the opinion of the Port would limit the usefulness of the airports or constitute a hazard to aircraft. Any proposed construction on, or in the vicinity of the airports are subject to review by the FAA via FAA Form 7460-1 Notice of Proposed Construction.

PREVENTION OF INTERFERENCE WITH AIRCRAFT OPERATIONS: User and Lessee shall agree to prevent any operation on the leased premises that would produce electromagnetic radiation, smoke, steam, or electrical signals that would cause interference with any air navigation or air communications. Additionally, User or Lessee shall not allow emission of confusing light which may create restrictions to visibility at the airports.

COMPLIANCE: User's and Lessee's shall be required to comply with all governmental rules, regulations, ordinances and laws, including the rules and regulations of the Federal Aviation Administration. User and Lessee shall also comply with the Hangar Covenants, and Airport Rules and Regulations as adopted by the Port of Benton, as the same may be amended from time to time.

RIGHT OF FLIGHT: The Port retains the right of flight for the passage of aircraft in the airspace above the surface of the airport 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 said airspace or landing on taking off from or operating on the airports.

2.2. PRE-APPLICATION CONFERENCE

Applicants for use or lease of ground and/or facilities on the airports, or for permission to carry on any commercial, business, or aeronautical activity on the airports, shall schedule a pre-application conference with the Director of Airports. The conference will allow applicants to discuss plans and become familiar with the development and leasing policies, and determine feasibility of the proposed project.

2.3. GROUND LEASE OR USE

The Airport Master Plan differentiates aeronautical and non-aeronautical uses of properties available for lease/use. Those identified as aeronautical shall be used for aviation related activities, including aircraft storage or aviation related business enterprises. Typically, aeronautical properties are located adjacent to aircraft movement areas and allow access to runways and taxiways. Non-aeronautical properties are available for other uses deemed appropriate by the Port. See Exhibit A and B in Appendix B of this document for aeronautical vs non-aeronautical property boundaries. Certain properties within the Richland Airport, Exhibit A are designated Provisional Non-Aeronautical Use. These areas currently may remain non-aviation use through the life of the existing lease term and may be extended for a maximum of 5 year increments pending Port and FAA approval.

2.4. LEASE OF EXISTING PORT OWNED BUILDINGS

Lease of an existing Port of Benton owned building shall require submission of the Port of Benton Standard Lease Application. Proposed use of the building must be consistent with these Rules and Regulations of the Port of Benton and the Airport Master Plan as updated. Failure to execute the lease agreement will result in the loss of all future rights to the property in the lease agreement. Leases are considered finalized upon approval by the Port and signature of all parties involved.

2.5. LEASE REQUIREMENTS

Term of Leases

The Port reserves the right to recommend variable lease terms, as the situation requires. The terms of Leases may be for up to 30 years for that first lease with options to extend. Leases shall not exceed 50 years in accordance with FAA regulations.

Lease Rates

Current lease rates are available from the Director of Airports. The initial lease rates are determined by fair market rental values as determined by the Port. At the end of the initial three years of the Lease term and every three years thereafter, the rent is adjusted to reflect the changes in the Consumer Price Index-All Categories since the commencement of the Lease term as provided in the written lease agreement.

Assignment

Lessee shall not assign or transfer its interest in their lease in whole or in part to any person or entity without the Port's prior written consent. Assignment or transfer of interest will not release Lessee from any obligations.

Subletting

Lessee shall have the right to sublease the subject premises, with prior approval of the Director of Airports. Permission to sublease shall not be unreasonably withheld. Lessee shall submit a copy of sublease agreement to the Director of Airports. Any such sublease agreement shall not conflict with the terms and provisions of the lease and Lessee shall provide to the Port notice of any intent to sublease at least thirty days prior to such sublease. Any sublease shall not relieve the Lessee of any responsibility to perform any provisions of the lease agreement in the event Lessee's sub-lessee or renter fails to perform said provisions. Lessee shall instruct sub-Lessee to meet with the Director of Airports to receive a copy of Airport Rules and Regulations and must prepare a Business Application for approval.

2.6. GROUND OR BUILDING LEASE APPLICATION

The defined use of hangars and other buildings is described in Chapter 6 Hangar Covenants. There are specific FAA regulations regarding aeronautical and non-aeronautical use at Airport Facilities.

Hangars are to be used primarily for aeronautical use. Should a Lessee find themselves operating the hangar for non-aeronautical uses, this must be approved by the Port and the FAA. Any interim non-aeronautical use will be on a limited basis. Lessee may be required to pay a higher non-aeronautical base rate during this interim period.

If the proposed use of airport facilities is deemed feasible, applicant shall submit the Port, a Standard Ground Lease Application (attached) which shall include, at minimum, the following:

1. Specific parcel Lessee desires to lease
2. Building space to be constructed or leased
3. Anticipated use of the space
4. Number and type of aircraft to be based at the airport

The Port shall review the submitted application and render a decision. The Port retains the right to grant or deny, for any reason it deems sufficient.

Ground Leases are considered finalized upon approval by the Port of Benton and signatures of all parties involved.

2.7. DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION

Any improvements constructed by the Lessee on leased Airport property shall be owned by the Lessee until the termination of the lease. Subject to the Port's security interest in the improvements, upon termination of the lease, the Lessee may remove any improvements constructed or fixtures installed by the Lessee on the property, if the improvements can be removed without damage to the Port's property. The Lessee must remove any improvements or fixtures within sixty days from the termination of the lease. Any improvements or fixtures left on the property after termination of the lease shall become the property of the Port without compensation to the lessee; provided, however, if the Lessee has failed to maintain the improvements or fixtures as required by the lease, or if the improvements or fixtures are contaminated by toxic or hazardous substances, such that in either case, the value of the improvements or fixtures is less than the cost of removal, remediation or renovation, the Port may require the Lessee to remove any improvements or fixtures. The lessee shall repair any damage to the Port property resulting from the removal of improvements or fixtures.

2.8. INDEMNIFICATION AND INSURANCE REQUIREMENTS

As specified in the Lease, the Lessee shall indemnify and hold the Port of Benton, its elected and appointed officials, agents, and employees, free and harmless from all claims, suits, losses, damages, or injury to persons or property that might occur as a result of the use of the premises.

Lessee shall provide general liability insurance naming The Port of Benton as an insured party. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The Port will notify Lessee's of amendments to insurance requirements at Lessee's last known address. Lessee shall provide certificate of insurance annually in accordance with the then current insurance requirement.

For leases involving construction or alteration, contractor shall provide at least:

1. Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance policies in an amount not less than currently required limits (consult Director of Airports) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of not less than currently required on account of one occurrence. Contractor's Property Damage Liability Insurance shall be in an amount of not less than currently required. The Port of Benton shall be named as an additional insured party.
2. Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the Lessee, the Contractor, and Subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

3. MINIMUM BUSINESS STANDARDS

3.1. GENERAL CONDITIONS

Minimum Business Standards are intended to be the threshold entry requirements for those wishing to use the airport for aeronautical purposes and provide aeronautical services to the public. Properties designated on Exhibit A and B for Aeronautical Use shall comply with these standards. The Port's purpose in imposing standards is to promote safety, maintain high quality service for airport users, enhance availability of adequate services, and protect airport users from unlicensed and unauthorized products and services. These standards also insure that those who have undertaken to provide commodities and services, as approved, are not exposed to unfair or irresponsible competition.

The Port of Benton, as recipient of FAA Airport Improvement funds, is subject to grant assurances that preclude the Port from allowing any exclusive right for the use of the airport property unless it would be unreasonably costly, burdensome, or impractical for more than one fixed based operator to provide such services. Further, the Port is obligated to maintain a fee and rental structure that will make the airport as self-sustaining as possible and that facilities of the airport are made available to the public on reasonable terms without unjust discrimination.

Applicants approved by the Port to operate a business on the airport shall be bound by, comply with, and conduct his/her operations in accordance with these Rules and Regulations and to agree that his/her authority to carry out business on the airports shall be subject to terms and conditions set out therein. Provided, however, any conflict between the terms of a lease, these Rules and Regulations and the Federal FAA Grant Assurances shall be resolved in the favor of the Port's federal grant obligations.

All businesses wishing to locate at the airport(s) shall be subject to City of Richland or City of Prosser Zoning regulations (Richland Chapter 23.26 Industrial Zoning District, and Chapter 21.01 Building Code, Prosser Title 15 Building Code, Title 18 Zoning, and Title 18.81.20 Landing Field Overlay District). Development adjacent to the active runways/taxiways must be of an aeronautical nature or complementary to aviation. Non-aviation related businesses shall be located on non-aeronautical areas of the airport property. All development shall comply with the Airport Master Plan, as updated.

THROUGH-THE-FENCE: The Port prohibits any development that would allow access to the airport by aircraft from private property adjacent to the airport (aka Through-the-Fence) except in compliance with Sec. 136 of Public Law 112-95.

ADEQUATE RESOURCES: All prospective providers of aeronautical services at the airports shall demonstrate that they have adequate resources, training, expertise, and business background to realize the business objectives proposed. Applicant shall submit documentation as outlined in Port of Benton Business Application (attached).

COMPLY WITH LAWS AND REGULATIONS: All aeronautical businesses must comply with all local, state, and federal regulations pertinent to said operation, including, but not limited to, current licensure for proposed activity (if required), environmental regulations, equal employment opportunity, Americans with Disabilities Act, Occupational Safety and Health Act, and Washington Department of Labor and Industries safety regulations.

SELF-SERVICE AND MAINTENANCE: It is clearly understood that no right or privilege will be granted that would operate to prevent any person, firm, or corporation operating aircraft on the airports from fueling its own aircraft and performing any services on its own aircraft with its own regular employees. Any business desiring to provide fuel for its own aircraft may do so as long as local, state, and federal regulations are followed.

SUBLEASE: If business applicant proposes to sublease property from a current Lessee at the airport, the Lessee and sublessee shall obtain the written approval of the Port of Benton for the sublease and the business proposed. The sublessee shall meet all of the Minimum Business Standards and adhere to all rules and regulations at the airport. The Minimum Standards may be met in combination between Lessee and sublessee.

TIME OF THE ESSENCE: Each User shall upon being authorized by the Port and as the construction of any physical facilities permit, immediately commence and conduct all business activities and services authorized.

SECURITY: Each Lessee or User shall provide to the Director of Airports a continuing, current list of aircraft stored at the Airport including the operator's name, address and phone number. Lessee/User shall designate a responsible person for coordination of security, communication and a 24-hour point of contact.

OPERATION WITHIN LEASED AREA: The User shall carry on his/her business operations strictly within the area leased to him/her by the Port and operations shall not in any way interfere with the operations of other fixed base operators, agencies, or other businesses operating on the airport, nor the use of the airport by the general public, or any common areas.

FOR-PROFIT BUSINESS DESIGNATIONS: Providers of for-profit aeronautical services at the airports are classified as Fixed Base Operator and Independent Operator.

Fixed Base Operator provides one or more of the following services for profit on the airport:

1. Aircraft sales.
2. Aircraft parts and accessories sales.
3. Charter operations which include without limitation passenger or "air taxi"; freight or delivery; photography, aerial survey; agricultural spraying, etc.
4. Aircraft rental.
5. Flight instruction or ground schools.
6. Maintenance services which shall include services in one or more of the following:
 - Airframe overhaul and repair.
 - Engine overhaul and repair.
 - Radio and electrical shop (avionics).
 - Instrument shop.
 - Aircraft interior work.
 - Refinishing and painting
7. Flight line services which shall include one or more of the following services:
 - Supplying of fuel, oil or other fluids
 - De-icing fluid
 - Interior cleaning

- In-flight food service
- 8. Aircraft storage, inside and/or outside.

Minimum Fixed Base Operation Facilities Requirements:

- Telephone
- Point of contact for the public desiring to utilize proposed services, along with hours of operation.
- Public waiting area and permanent restroom facilities
- Adequate space for safe collection and disposal of trash, waste, or other materials.
- Facilities shall be kept in a neat, clean, and orderly fashion.
- Spill Control Equipment
- Dry chemical extinguishers
- All equipment reasonably necessary for the safety and proper performance of the services offered by the FBO.
- Evidence of liability insurance in a minimum amount of \$1,000,000 naming the Port of Benton as an additional insured.
- Operator shall obtain a City of Richland or City of Prosser (as appropriate) Business License
- Operator shall provide evidence of registration (Uniform Business Identification) with the State of Washington as a business enterprise.
- Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of service to be provided.

Independent operator: The Director of Airports will consider an application by an individual or business to operate on the airport when not connected with a fixed base operator. The duration for such operator shall be determined by the Port. An independent operator would typically provide one or more of the following services.

1. Flight Instructor
2. Ground School Instructor
3. Aircraft Mechanic
4. Avionics or other specialized technician
5. Air Medical
6. Agriculture Spraying

Minimum Independent Operator Requirements:

- Spill Control Equipment
- Dry chemical extinguishers
- All equipment reasonably necessary for the safety and proper performance of the services offered by the Independent Operator.

- Operator shall obtain a City of Richland or City of Prosser (as appropriate) Business License
- Operator shall provide evidence of registration (Uniform Business Identification) with the State of Washington as a business enterprise.
- Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of service to be provided.
- Proof of liability insurance in the amount of \$1,000,000 naming the Port of Benton as an additional insured.

CLUB DESIGNATION: The FAA defines a flying club as a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.

The ownership of the club aircraft must be vested in the name of the flying club or owned by all its members. The property rights of the members of the club shall be equal; no part of the net earnings of the club will inure to the benefit of any individual in any form, including salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount needed for operation, maintenance and replacement of its aircraft.

All flying clubs desiring to base their aircraft and operate at an airport owned by the Port of Benton must comply with the applicable provisions of these Rules & Regulations. However, flying clubs will not be subject to Minimum Business Standards as defined herein.

1. Flying Clubs shall submit an Airport Use Application to the Director of Airports. Upon approval, the flying club shall sign an Airport Use Agreement defining the terms and conditions of operation at the airports.
2. Flying clubs may not offer or conduct charter, air taxi, or aircraft rental operations. They may conduct aircraft flight instruction for regular members only, and only members of the flying club may operate the aircraft.
3. No flying club shall permit its aircraft to be used for flight instruction for any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction. An exception applies when the instruction is given by a Lessee, based on the airport, who provides flight instruction and the person receiving the training is a member of the flying club. Flight instructors who are also club members may not receive payment for instruction, except that they may be compensated by credit against payment of dues or flight time.
4. Any qualified mechanic who is a registered member and part owner of the aircraft, owned and operated by a flying club, may perform maintenance work on aircraft owned by the club. The flying club may not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport, except that said flying club may sell or exchange its capital equipment.
6. A flying club shall comply with all federal, state, and local laws, ordinances, regulations, and rules and regulations of the airport.
7. The flying club shall file an annual report to the Port of Benton addressing the following:

Club membership and officer listing
Evidence of liability insurance with a minimum of \$300,000/\$500,000 for
Bodily Injury and Property Damage.

Violations - In the event a flying club that violates the requirements as defined herein - or permits one or more members to do so - The Director of Airports will recommend to the Port action deemed advisable, including withdrawal of the club's permission to operate as a nonprofit entity on the airport. Club operations may be re-classified as a commercial entity and thus subject to Minimum Business Standards as contained herein.

TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (TSASO): The Port recognizes that aircraft operators using the airports may, from time to time, have specialized services requirements (i.e. Aircraft maintenance, flight training, etc.). When specialized assistance is required, but is not available at the airport through existing operators due to the specialized nature of the service requirements and/or existing operators are unable to provide the services required within a reasonable timeframe, the Port may allow an aircraft operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

The aircraft operator shall initialize the process by informing the Port about the specialized services desired, the timeframe for the execution of said services, and the Temporary Specialized Service Operator to provide such services. Aircraft operator shall be responsible for assuring that the TSASO complies with all Rules and Regulations of the airports. Prior to engaging in the aeronautical activity at the airport, the TSASO must obtain a Commercial Aeronautical Activity Permit from the Port of a specific period of time (typically no more than twenty (20) business days. Renewal shall be subject to the TSASO compliance with all terms and conditions of the permit.

The TSASO shall conduct aeronautical activity on the leased premises of the aircraft operator in a safe, secure, efficient, prompt, courteous and workmanlike manner.

Other types of aeronautical business applications will be handled on a case by case basis by the Port of Benton.

INDEMNIFICATION: The user agrees to indemnify, defend, and save the Port of Benton, its authorized agents, officers, representatives and employees harmless from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the user, his/her (its) agents, employees, servants, guests, or business visitors.

User agrees that it will hold the Port of Benton, its agents, officers, representatives, and employees, harmless from any claims or demand, of any nature whatsoever, arising from their use of any facility at the airports owned and operated by the Port of Benton. The Lessee/user hereby assumes all risk of loss or damage to the Lessee or its property arising from any cause whatsoever, except for loss or damage arising from the intentional or negligent acts of the Port of Benton or its agents or employees who are acting within the scope of their agency or employment.

REVOCATION OF BUSINESS PERMIT: The Port shall have the right, in its discretion, to terminate any agreement authorizing a Fixed Base Operator or Independent Operator to conduct any services or business on the airport and to revoke any Fixed Base Operator's/Independent Operators License, authority, or permit to do business upon the airport for any cause or reason provided in these Rules, or by law and in addition thereof, upon the happening of any one or more of the following:

- Filing of a petition voluntarily or involuntarily, for the adjudication of the fixed base operator as bankrupt.
- The making by the fixed base operator of any general assignment for the benefit of creditors.
- The abandonment or discontinuation of any permitted operation at the airport by the user or the failure to conduct them on a full time basis without the prior approval of the Port.
- Except for payment of rents, charges, fees, and other payments to be paid to the Port, the failure of the user to remedy any default or breach or violations by him, or his personnel in keeping, observing, performing and complying with these Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the user to be performed, kept, preserved, within thirty (30) days from the date written notice from the Director of Airports has been mailed or delivered to the place of business of the fixed base operator at the airport.
- The failure to promptly pay to the Port, when due, all rents, charges, fees, and other payments that are payable to the Port by the operator in accordance with applicable leases.
- The user, or any partner, officer, director, employee on duty, or agent thereof commits any of the following:
 - Violation of any of these Rules and Regulations.
 - Engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the airport, that creates hazard to the safety of other airport users, other aircraft, or the general public, or endangers property that could, if any emergency developed, foreseeably result in causing personal injuries or death to a person, or damage to a person or damage to property; or
 - Operates the business in such a fashion as to create a safety hazard on the airport for other aircraft users, aircraft, or property on the airport, the general public or any pilots, students, or passengers.
 - Applied for a license and supplies the Port with any false information; or misrepresented any material fact to the Port in the application, in supporting documents, or in statements to or before the Port; or failed to make full disclosure to the Port in the application, the supporting documents or in statements to or before the Port.

Upon such termination by the Port of Benton, all rights, powers, and privileges of the Fixed Base Operator or Independent Operator hereunder shall cease, and immediately vacate any space occupied by it under this agreement and shall make no claim of any kind whatsoever against the Port of Benton, its agents, or representatives by reason of such termination or any act incident thereof.

Should the Operator fail to make such surrender, the Port of Benton shall have the right, at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator on the airport by force or otherwise oust and remove any and all parties and any and all goods and chattels not belonging to the Port of Benton that may be found within or upon the same at the expense of the operator and without being liable to prosecution or to any claim for damage therefore.

REMEDY OF INJUNCTION - In addition to all other rights and remedies provided in these rules, the Port of Benton shall have any and all other remedies at law or in equity, including the equitable remedy of injunction to enforce these Rules and Regulations.

RIGHTS OF INSPECTION - To the extent necessary to protect the rights and interests of the Port of Benton or to investigate compliance with the terms of these Rules and Regulations, the Director of Airports, any member of the Commission, the Port Attorney and any commission appointed qualified agent of the Port of Benton shall have the right to inspect at all reasonable times all premises together with all structures or improvements, and all equipment and all licenses and registrations. The inspection of the premises will be made preferably in the presence of the Lessee or owner.

AREA ECOLOGY ASSISTANCE - Each Operator shall be responsible for the removal of snow and ice from all areas in which he is authorized to operate, and shall keep his/her and areas in which he/she is authorized to operate free and clear of all weeds, rocks, debris, and other material that could cause damage to aircraft, buildings, automobiles, or persons. The Port may, at the request of the operator and at the discretion of the Director of Airports, assist the Fixed Base Operator in snow, ice, and weed removal provided such operator shall assume the liability of the Port's actions in this regard and shall indemnify and hold the Port, its officers, agents, and employees harmless from all liability in connection with all things done by the Port pursuant hereto and in connection with such snow, ice, and weed removal.

NOTIFICATION OF CLEANLINESS VIOLATION - The Lessee shall maintain a clean and orderly leased area. The Director of Airports will notify the Lessee, in writing, of any violations to the contrary. The Lessee will then have five (5) working days to correct the stated violation. Failing that, the Director of Airports will then have the violation corrected at the offending operator's expense.

WAIVER OF MINIMUM BUSINESS STANDARDS - The Port may at his/her discretion, waive all or any portion of the Minimum Business Standards for the benefit of any Government or Governmental agency or department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations.

4. AVIATION BUSINESS APPLICATION

Prospective Aviation business owners are required to submit the following information about their business plans in order for the Port to determine the compatibility of the proposed business with the airport operations. The airport(s) operate aeronautical properties within the vicinity. Exhibit A and B in Appendix B designates allowable areas for aeronautical and non-aeronautical uses. The Port will not accept or take action on a request to lease building space or land area or in any way permit the installation of a commercial activity until the proposed User/Lessee completes and submits an Airport Application.

In addition to the application, if requested by the Port, the applicant shall submit the following supporting documents:

1. Financial Statement prepared and certified by a Certified Public Accountant
2. List of assets owned or being purchased that will be used in the business on the airport
3. Credit Report covering all areas in which the applicant has done business during the past ten years
4. Authorization for release of information: A written authorization for the FAA, and all aviation or aeronautical commissions administrators, or department of all states in which the applicant has engaged in aviation business to supply the Port with all information in their files relating to the applicant or his/her operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

The Port of Benton will respond to applicant as to acceptability of plans and render a decision. The Port retains the right to grant or deny, for any reason it deems sufficient.

Upon approval, applicant shall provide evidence of business registry in the City of Richland or the City of Prosser, as needed, and applicable local, state, and federal licensing registrations.

5. AERONAUTICAL CONSTRUCTION GUIDELINES

The purpose of these guidelines is to assure safe, high-quality, functional, and aesthetically pleasing development at Richland and Prosser Airports. Consistent application of these standards will promote design continuity, resulting in a purposefully coordinated appearance throughout the airports as undeveloped land is developed and as existing hangars are replaced. Final approval of any application will be the purview of the Port of Benton. ****City Building Code and Ordinances may supersede these guidelines****

5.1. GENERAL REQUIREMENTS

3 sets of preliminary plans shall be submitted to the Port. All buildings/structures/pavements shall be designed and stamped by a registered architect/engineer licensed to practice in the State of Washington.

Codes

All hangars and other structures shall conform to all zoning, building and fire safety codes as administered by the City of Richland or City of Prosser, as applicable. The Applicant will be responsible for initiating and coordinating plan review/approval and building permit processes. Applicant will provide evidence of all approvals to the Port.

Building Locations and Heights

Building locations shall be consistent with the adopted Airport Layout Plan or sub-area plan(s). Buildings shall not be closer to any runway than the building restriction line (BRL) as indicated on the Airport Layout Plan (ALP). The Maximum height of buildings to be erected at the airports shall be thirty-five (35) feet, unless a variance is approved by the Port of Benton. No hangar may be of such a height as to penetrate any Federal Aviation Regulation Part 77 (FAR Part 77) surfaces.

All plans for any type of electronic or communication equipment, including satellite dishes, shall be submitted to the Port for review, approval and submittal to the FAA on FAA Form 7460-I. Roof mounted equipment is discouraged by the Port.

FAA Notification

Prior to beginning development, the following documentation must be processed with the FAA for aeronautical and non-aeronautical uses depicted on Exhibits A and B.

1. **Airspace Review**

Applicants shall work with the Director of Airports to ensure that Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration" as applicable for all hangars and site features is submitted to the FAA for approval. This process takes at least ninety (90) days. No construction shall commence until Applicant has received FAA's approval. See: http://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_2017.pdf.

2. **Environmental Clearance**

Any structures within the Airport designated property boundary must receive an environmental clearance from the FAA. Applicant shall provide detailed information on the use for the submittal of a notice to the FAA. This is in addition to any State or local environmental process.

3. Airport Layout Plan(ALP)

Any prepared structure shall be designated on the FAA approved ALP drawing. If not shown a review by the FAA may be required.

Inspection of Facilities

The Port or it's agent may conduct inspections of the site during the construction period to determine conformance to the approved final plans, design modifications made after the Ports approval which affect the previously approved plan shall be submitted to the Port for approval.

Building Orientation

Building footprints shall be presented on site plans. Building on each site shall be oriented to minimize service docks, dumpsters, refuse collection areas, and stockpiles to public view. There shall not be any through-the-fence operations permitted.

Setbacks

All parking areas and buildings shall be set back from airfield ramps, taxiways, and other areas used by aircraft, in compliance with the Airport Layout Plan or sub-area drawings and all applicable FAA airfield design standards, safety areas, object free areas, protection zones, and FAR Part 77 surfaces. Property line setbacks are determined according to the International Building Code as adopted by municipality in which airport is located.

Other setbacks and easements may be required depending upon aircraft wingspan, location of utilities and public rights of way. To be determined in consultation with Director of Airports and City Department of Building and Planning.

Appearance

Exterior colors and textures shall harmonize with other buildings and structures within the area of development. The Port reserves the right to disapprove exterior materials or finishes that it feels will detract from the airport's overall visual appearance.

Because roofs will be highly visible from aircraft they shall be designed and constructed in a manner that prohibits glare and/or light reflection. Signs, lettering, designs, or other graphics shall not be placed, painted, or otherwise located on roofs, unless approved by the Port and City Department of Building and Planning. Roof loading and building loading from wind and other elements shall be in accordance with International Building Codes.

Wind loading shall meet local codes but shall not be less than 110 MPH.

Approved Construction and Materials

All new construction shall be high quality and utilize materials and finishes which will maintain their appearance with minimal maintenance. All buildings will be steel and/or Masonry, no pole buildings shall be allowed. All exterior metal surfaces shall have a durable finish applied at the point of manufacture. The minimum gauge of steel used for roofing and siding shall be twenty-six (26) and shall be factory finished and warranted by the manufacturer as to color fastness for a minimum of twenty-five (25) years.

Building materials that produce glare or other effects that are hazardous to aircraft operations shall not be permitted. Windows and large areas are to be composed of non-reflective glass.

Lighting

Exteriors of hangars may be lighted for security purposes. Wall-mounted fixtures should be oriented downward and shielded to prevent reflection of excessive light onto adjacent properties and to avoid negative impact on the vision of pilots. No blinking lights or exposed neon lights will be permitted. Back-lighted signs are acceptable.

Fire Suppression

Depending upon the size and intended use of the hangar, a fire suppression system may be required according to the building code. It is recommended that all hangars be equipped with an appropriately sized fire extinguisher. All buildings shall comply with the Uniform Fire Codes.

Grading and Drainage

Grading operations shall meet all applicable erosion and sediment control regulations as required by the Port of Benton and local/state regulatory agencies. A grading plan for each project shall be submitted to the Port of Benton for approval.

Paved surfaces shall be graded to a series of area drains or catch basins, then collected and disposed on-site in approved percolation systems. Roof drainage shall not be allowed to drain or splash onto any paved surface.

Unpaved areas within and adjacent to the runway/taxiway system and other aircraft operating areas shall have grades complying with FAA standards and shall be constructed so as to prevent water, dirt, gravel and other debris from entering or being carried onto a paved surface. All unpaved areas shall be maintained with a minimum of 2 inches of compacted 5/8 minus gravel or solid weed free green area.

Grates and inlet structures shall be manufacturer-certified as aircraft rated for 30,000 lbs.

Outside Storage

Outdoor storage of materials will be permitted only in areas approved for this purpose and are visually screened from all approaches to the satisfaction of the Port. The area around a hangar is not to be used for long-term storage of vehicles or other items not appurtenant to aviation or the operations of a business.

All outside storage will comply with any city, utility, drainage or building requirements.

Hazardous and/or Flammable Materials

Applicant shall at all times be in compliance with all applicable laws (and shall cause its employees, agents and contractors to be) with respect to the leasehold property or any hazardous substance and shall handle all hazardous substances in compliance with good industry standards and management practices. Applicant shall not engage in or allow the unlawful release of any hazardous substance in, on, under or adjacent to Applicant's leasehold property (including air, surface water and ground water on, in, under or adjacent to the property).

Applicant shall promptly notify the Director of Airports and adjacent property users, in writing, if Applicant has or acquires notice or knowledge that any hazardous substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the leasehold property. Applicant shall immediately take such action as is necessary to report to governmental agencies as required by applicable law and to detain the spread of and remove, to the satisfaction of any

governmental agency having jurisdiction, any hazardous substances released, discharged or disposed of as the result of or in any way connected with the conduct of Applicant's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

Temporary Structures

Temporary structures (such as those used in connection with construction projects) shall be permitted for a limited period of time for proposed construction on individual lots for a duration determined by the Port. Temporary structures shall be removed within thirty (30) days after certified occupancy of primary hangars. Temporary power poles are permissible while primary hangars are being constructed, but shall be removed prior to the time the Certificate of Occupancy (C.O.) is issued. Power poles shall not be placed within roadway sight lines and may be subject to FAA Airspace Study, prior to installation.

Security - General

Development shall be designed, constructed, and separated in a manner that minimizes access by the public to airside areas of operation.

Security -Gates and Fencing

Perimeter fencing and gates are provided by the airport. Should a development require additional security fencing and gates, plans must be approved by the Director of Airports and the Port of Benton and funded by the applicant.

Vehicle Access

Vehicular access to aircraft storage hangars shall be designed so as to minimize crossing of aircraft operating areas (AOA). All development shall designate a vehicle parking area that does not interfere with aircraft operations. Automobile and equipment storage on the AOA is prohibited.

Temporary parking of vehicles shall be permitted on Applicant's leased premises on landside or in public vehicle parking areas, but leased premises are not to be used for permanent storage of vehicles outside of hangar. Vehicle parking shall not interfere with aircraft operations.

Vehicle parking on public aircraft parking ramps is prohibited.

Airside pedestrian and vehicular access to buildings normally open to the public shall avoid crossing aircraft operating areas. All improvements or facilities sited on the landside/AOA interface shall have appropriate access to both the landside and the AOA.

Driveways

Landscaping and signage shall not obstruct lines of sight for traffic entering and exiting access roads.

Utilities

The tenant shall be responsible for the installation, use and maintenance of all utilities.

All utilities shall be located underground and in designated areas approved by the Director of Airports and appropriate utility company. Lots shall connect to utility and service pedestals or boxes located outside of roadway sight lines. Landscape irrigation shall be designed in such a manner that water is not directly cast or sprayed on pedestals or boxes.

Utility meters and transformers shall be installed where necessary at the expense of the applicant, as required by utility companies. Installed equipment shall be outside the obstacle free areas to allow safe passage of aircraft.

Plans indicating water to be installed for projects will be provided to the Port along with site plans. Plans shall conform to the requirements of City of Richland or Prosser as water provider. No wells may be drilled on airport property.

Wastewater handling shall be dependent upon the availability of sanitary sewer system. If available, Lessee or user must connect to the system at Lessee's expense. If no sanitary sewer is available, a septic system may be installed according to requirements of the Benton County Health Department.

Refuse Collection

The User is responsible for their own refuse collections. Containers provided by the tenant must be of appropriate sizes to fully contain and cover all refuse. It is imperative that waste container lids fit tightly to avoid blowing debris on to active aircraft movement areas. Occupant of each lot shall at all times keep his grounds, buildings, improvements, and appurtenances in a safe, clean, and wholesome condition. Each Occupant will remove, at his own expense, any rubbish which may accumulate on said property. If the Occupant fails to maintain the exterior of the building and grounds in accordance with reasonable standards issued from time to time by the Port of Benton, then the Port reserves the right to provide (after five (5) days written notice) such maintaining services as may be required to uphold the quality of the airport as a whole. Occupant shall be charged all costs involved.

The location of refuse collection areas shall be designated on site plans submitted to and approved by the Port. Contact the City of Richland or City of Prosser as applicable to arrange for trash collection.

Individual Aircraft Storage Hangars (Box Hangars)

Hangars shall be permanent, fully enclosed structures constructed of attractive, permanent materials capable of providing a minimum useful life of at least twenty-five (25) years. Structural components shall conform to all local building and fire code requirements in effect at the time of construction.

All hangars shall have concrete floors of sufficient design strength to accommodate the type of aircraft to be stored in the building. Floors shall be capable of containing oils, fuel or other chemical spills or drips. If the building is to be used for washing aircraft or other equipment, runoff shall be collected and disposed of in accordance with applicable local code requirements.

- Location
Individual aircraft storage hangars may be situated only in those areas identified for such use on the Airport Layout Plan or sub-area plans, or as approved by the Director of Airports.
- Minimum Space Requirements
New construction must include a minimum of 1,280 square feet of hangar space (40' x 32'). Hangar development shall be designed to maximize the use of the leased parcel.
- Hangar Doors
Minimum door opening shall be 40 feet. Hangar doors shall be of upward-rolling, sliding, bi-fold or hydroswing type. A personnel door shall be provided as required by fire code. Consult with the Director of Airports to determine desirable door widths for proposed sites.

Aircraft T-Hangars

T-hangars shall consist of a multiple number of individual T- and/or L-shaped bays or units, each suitable for the storage of a single aircraft.

Hangars shall be permanent, fully enclosed structures constructed of attractive, permanent materials capable of providing a minimum useful life of at least twenty-five (25) years. Structural components shall conform to all Port of Benton building code requirements in effect at the time of construction.

All hangars shall have concrete floors of sufficient design strength to accommodate the type aircraft to be stored in the building. If the building is to be used for washing aircraft or other equipment, runoff shall be collected and disposed of in accordance with applicable local code requirements.

- **Location**

T-hangars may be situated only in those areas of the airport identified for such development on the Airport Layout Plan and/or sub-area plan, or as approved by the Director of Airports.

Units must be permanent. No portable-type hangars will be permitted.

- **Minimum Space Requirements**

Each unit of T-hangar development must provide a minimum door width opening of 40', a depth of 32', and a rear tail section of 20'.

- **Hangar Doors**

Hangar doors may be of upward-rolling, sliding, bi-fold or hydroswing type. A personnel door shall be provided as required by fire code. Door widths are limited to a hangar's associated taxilane/taxiway design wingspan standard. Consult with the Director of Airports to determine maximum allowable door widths for proposed sites.

Aprons and Taxilane Pavement

Commercial and General Aviation aprons and taxi-lanes leading into hangar aprons shall be constructed in accordance with FAA AC 150/5300-13 (current version), "Airport Design."

All new pavements shall join existing pavements with a sawn transition joint without surface irregularities.

Apron grades shall be consistent with minimum local drainage requirements, but shall be limited to a maximum grade of 1.0 percent to facilitate the towing and taxiing of aircraft. Apron grades shall be designed to direct drainage away from buildings.

Pavement grade shall facilitate drainage to a stormwater management system where necessary.

Aprons and taxilanes shall be marked and striped to be consistent with standards outlined in FAA advisory circulars. 150/5340-1 (Current Version).

Paved aprons, taxilanes and taxiways shall be edged with 2 inches minimum compacted top course or equal rock in order to avoid irregular transitions from the paved areas to adjacent grade.

Aircraft Washing

Any washing shall conform to applicable City and State Department of Ecology Standards and Best Management Practices as required and as may be amended.

Signs

All signs shall be subject to Port approval. Signs related to hangars shall create identity and functionally communicate information and directions. All signs shall fit aesthetically into the landscape with a simple, coordinated sign and graphic system.

A sign plan shall be submitted at the time the site plan is submitted for review and approval by the Port of Benton. Location, size, dimension, materials/finishing, and lighting shall be indicated. Port approval is required for any sign changes or the addition of any new signage.

Only signs containing company names and logos, upon approval, shall be permitted on the airfield side of hangars.

No signs shall be erected off leased premises without approval of the Director of Airports.

All hangars shall be marked with building numbers. Contact the City to have a building number assigned.

Site Specific Requirements

The Port of Benton Building Permit Application defines site specific information required.

6. HANGAR COVENANTS

These Hangar Covenants for the Richland and Prosser Airports are designed to provide guidance in determining appropriate use activities in hangars at the airports. The FAA has minimum requirements for the use of hangar space for non-aeronautical uses. Hangar spaces must be primarily for aeronautical uses.

The primary purpose of any building occupying a leased premises adjacent to the taxiways or runways must be aviation related. All activities and development on airport property shall be in compliance with federal, state, and local regulations. All operations shall be conducted in a safe and workmanlike manner.

6.1. EXPECTATIONS

1. An aircraft or aircraft project must be stored in the hangar. Hangar is not to be used exclusively as a storage unit for non-aviation items. See Section 6.2 for approved aeronautical uses.
2. Hangar and leased premises shall be maintained in good repair. Grass and weeds shall be controlled on lease premises. Premises around hangar are not to be used for long-term parking for vehicles or parking of equipment not then being used for the operation of aircraft or maintenance of premises.
3. Occupant shall not create a hazard to aircraft operations on taxiways, taxilanes, runways, or airspace above the airport. Obstacle free areas adjacent to the taxiways shall remain clear. Snow removed from hangar ramp shall be contained within the footprint of leased parcel and not create an obstacle to aircraft movement on taxilane.
4. All waste, refuse or garbage shall be kept in closed cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize hazards. No burning or dumping of waste materials is permitted without prior coordination with the Director of Airports.
5. Used motor oil shall be stored in closed containers and disposed of off-site by occupant.

6.2. AERONAUTICAL USES IN HANGARS

Hangars on airport property are to be used for aeronautical purposes or be available for aeronautical purposes unless otherwise approved by the FAA. Typical aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

6.3. NON-AERONAUTICAL USES IN HANGARS

The FAA requires that the Port conduct routine monitoring of hangars for use and to take measures to eliminate and prevent unapproved non-aeronautical use of hangars. Lessee shall notify the Port immediately if hangars are being used for non-aeronautical use. The Port will work with the Lessee to accomplish an interim approval until such time as an aeronautical use can be accomplished.

Lessees may use hangars for non-aeronautical purposes on an interim basis with prior approval of the Port and FAA. Interim use would be on a month by month basis until aeronautical use could be found.

The Port reserves the right to restrict or prohibit storage of non-aeronautical items.

6.4. PROHIBITED ACTIVITIES

1. Residential use.
2. Self-fueling of aircraft in hangar.
3. Business or commercial activities unless Airport Minimum Business Standards are met (See Chapter 3, Minimum Business Standards). This does not preclude occasional flight instruction or self-service aircraft maintenance as long as the aircraft operator does not attempt to offer services to others as a business enterprise.
4. Storage of more than 15 gallons of flammable liquid, explosive materials, radioactive or hazardous material. Fuel in aircraft fuel tanks exempted.
5. Direct or sky-reflected glare that may interfere with aircraft operations.
6. Extension cords used as permanent wiring inside hangar.

6.5. NUISANCES

No hangar occupant shall engage in activities that create a nuisance to other users of the airport. A nuisance is described as an activity or use that is annoying, unpleasant, or obnoxious, including, but not limited to objectionable noise, vibration, odors, trash, weeds, or disposal of toxic material into the air or ground.

6.6. MARKING AND LIGHTING

The owner of any existing structure or obstacle may be required to install and maintain obstacle markers and/or lights as shall be deemed necessary by the Federal Aviation Administration. Installation shall be at the expense of the Lessee.

7. AIRPORT RULES AND REGULATIONS

The Port of Benton authorizes the Director of Airports to administer the current rules and regulations by written or verbal instruction. Differences of opinion regarding the interpretation of these rules and regulations should be brought directly to the Director of Airports or, in the absence of the Director of Airports, to the Executive Director of the Port of Benton.

7.1. GENERAL RULES

1. Any person visiting or using the airports does so at his or her own risk. The Port of Benton assumes no responsibility for loss or damage to property and/or injury to users of the facilities.
2. All aircraft operations at the Airports shall be in conformity with Federal Aviation Regulations (FAR).
3. Non-certified aircraft, such as ultralights and powered parachutes, shall observe standard traffic pattern configuration, but shall not exceed 400 feet MSL while within 2 mile(s) of the airport.
4. Parachute operations are prohibited at Richland Airport. Parachute operations at Prosser Airport shall be contingent upon approval by the Director of Airports. Applicants shall submit an Airport Use Application to the Director of Airports. See Appendix A, Forms and Applications.
5. The Director of Airports, or an authorized representative of the Port of Benton, may suspend or restrict aircraft operations whenever deemed necessary in the interest of safety.
6. Violators of these rules and regulations are subject to dismissal and/or barring from the airport property.
7. Sponsors of special events or demonstrations must request permission from the Director of Airports prior to the event. Proof of event liability insurance is required.
8. In the event of an aircraft accident or incident, the owner/operator of the aircraft is responsible to follow guidelines as published in the Federal Aviation Regulations (FAR).
9. Damaged or wrecked aircraft shall be removed from the aircraft movement areas as soon as approved by National Transportation Safety Board and/or FAA. Aircraft shall be secured in hangar or tie-down so as to not pose a hazard to safety.
10. Abandoned aircraft shall be subject to RCW 14.08.122.
11. Any person who damages or destroys airport property, either by accident or otherwise, shall be liable for reasonable repair or replacement costs.
12. A parent or other responsible adult shall accompany children under twelve (12) years of age while on parking ramp or near aircraft.
13. All pets are required to be on a leash. Any domestic animal found to be roaming free on airport property will be reported to the appropriate animal control agency:
 - Prosser: Prosser City Animal Control (509) 786-2332
 - Richland: Tri-Cities Animal Shelter and Control Services (509) 545-3740
14. The Port, at its option, may treat any failure to comply with this Development Policy as a default and may proceed as follows:

If, within thirty days of written notice to the user or lessee, work has not been started to repair or correct the deficiencies stated in the notice, the Port may enter into a contract for repair or correction of such deficiencies. The user or lessee shall reimburse the Port for the costs of such repairs or corrections plus 10 percent, for the Port's administrative expenses. Failure to pay such amounts within 10 days of invoice shall be deemed a default and subject to interest at 1 percent per month or portion thereof.

The Port reserves the right for itself or designees to enter upon the premises for the purpose of inspection, repairing, or correcting deficiencies.

7.2. AIRCRAFT GROUND OPERATIONS

1. Aircraft shall be parked in designated parking areas.
2. Monthly tie-down fees may apply and are managed by the Fixed Base Operator.
3. No aircraft shall be left unattended within the runway safety area (75 feet from centerline).
4. Run-up of aircraft engine shall be conducted so as to avoid damage to other aircraft or property nearby.
5. The airport assumes no responsibility for aircraft parked at the airports. Aircraft owner shall be responsible for any damage from failure to adequately secure aircraft. It is the responsibility of the aircraft owner/operator to contain any oil or fuel leakage from his/her parked aircraft. Clean up and/or repairs of damage resulting from failure to observe proper containment of such leaks shall be made at the expense of the aircraft owner/operator(s) in accordance with federal, state, and local regulations.
6. Aircraft may be moved and secured at the Director of Airports' discretion.

7.3. TRAFFIC PATTERN

1. Richland Airport: Use right hand traffic on Runways 19 and 26. Preferred Runway 01/19 in calm wind conditions.
2. Prosser Airport: Use right hand traffic on Runway 25

7.4. GROUND VEHICLE OPERATIONS

1. The Director of Airports reserves the right to forbid ground vehicle operations deemed to be unsafe or reckless.
2. All motor vehicles operated on the airport are required to be licensed and insured.
3. Director of Airports may request evidence of vehicular liability insurance.
4. Vehicle operators shall be licensed.
5. Aircraft have right of way on all airport surfaces.
6. No unauthorized vehicle shall drive on or across a runway.
7. Any vehicle operating on a taxiway or runway shall have displayed a checkered flag and flashing yellow beacon as required by FAA Advisory Circular 150/5370-2F.
8. Authorized vehicles shall minimize operations on taxiways.
9. Vehicles shall not be driven directly at aircraft, nor under the wing of an aircraft.
10. Vehicles shall not be left parked on the ramp or taxiway unattended.

11. Vehicles shall not exceed 15 mph on taxiways.
12. Abandoned or improperly parked vehicles will be reported to the Richland or Prosser Police Department. Any towing and/or storage fees shall be the responsibility of the registered owner.

7.5. CAMPING

Camping shall be allowed only in designated areas at the discretion and permission of the Director of Airports. Camping will only be allowed where directly associated with aviation activity.

7.6. AIRPORT RATES AND CHARGES

The Port may assess fees for airport rates, leases, facility rental, landing fees, and airport use fees. The FBO may be in control of tie-down fees and any facility fees in concert with the Port

7.7. UAS OPERATIONS

Because of the ongoing changes in UAS Regulations the Port has set aside a web page on their Port website to describe operational safety surrounding the two airports. UAS operators shall refer to the website for specific requirements.

Unmanned Aerial Systems (UAS) regulations are established by the FAA. Any operator or public, commercial or model aircraft shall review the current operational requirements within the airport. Please refer to <http://portofbenton.com/transportation/airports/uas/> for more detailed information. The Port has established informational Exhibits in Appendix C. For the determination of operational use, the Airports operate as follows:

Richland Airport – Non-Towered Airport with an instrument approach

Prosser Airport – Non-towered airport without an instrument approach

7.8. CRANE OPERATIONS WITHIN VICINITY OF THE AIRPORT

Any crane operations within 5 miles of the airport must review FAA airspace regulation and possibly be required to submit a Form 7460. For more detailed information, please refer to <http://portofbenton.com/transportation/airports/richland-airport/cranes/>. The Port has established informational Exhibits for the Richland Airport in Appendix D that identifies height considerations within the airports operational area. Contact the Director of Airports for Prosser Airport information. These are for information only and do not relieve the crane operator from processing the review by the FAA.

APPENDIX A

FORMS AND APPLICATIONS



**APPLICATION TO LEASE GROUND
NON - COMMERCIAL AIRCRAFT STORAGE HANGAR**

Date: _____

Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Email _____

Site Requested:
(Attach Airport Lease Diagram) _____

Existing Building(s) on Site _____

Proposed Use of Property _____

Aircraft Registration Number: _____

REFERENCES

1. Name: _____ Relationship to Applicant _____

Address: _____

City _____ State _____ Zip _____

Phone _____

2. Name: _____ Relationship to Applicant _____

Address: _____

City _____ State _____ Zip _____

Phone _____

Signature of applicant _____ Date _____

Submit application to:

Director of Airports
Port of Benton
3250 Port of Benton Blvd
Richland, WA 99354
375-3060



AIRPORT APPLICATION TO LEASE GROUND COMMERCIAL AVIATION BUSINESS

Date: _____

Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Email _____

Site Requested:
(Attach Airport Lease Diagram) _____

Existing Building(s) on Site _____

Proposed Use of Property _____

Please attach the following information:

1. Description of the business and its overall strategy.
2. Provide a resume of the owners and management team. Include previous business experience at other airports
3. Discuss the industry and markets pertaining to proposed business.
4. How many employees does the applicant anticipate hiring?
5. What type of equipment will be used? What are anticipated utility needs?
6. Estimate the number and types of customers that will be served.
7. Number and type of aircraft anticipated will utilize the airport for proposed business.
8. Periods (days and hours) of proposed operation.
9. Certificates of insurance or other satisfactory evidence indicating the ability to obtain coverage as required.
10. Estimate of financial projections for the first year and the succeeding 4 years.
11. Plans for physical expansion, if business should warrant such expansion
12. Two professional references

REFERENCES

1. Name: _____ Relationship to Applicant _____
Address: _____
City _____ State _____ Zip _____
Phone _____

2. Name: _____ Relationship to Applicant _____
Address: _____
City _____ State _____ Zip _____
Phone _____

Signature of applicant _____ Date _____

Submit application to:

**Director of Airports
Port of Benton
3250 Port of Benton Boulevard
Richland, WA 99354
375-3060**



HANGAR CONSTRUCTION CHECK LIST

- ☐ Meet with Director of Airports to discuss options.
- ☐ Decide upon type/size construction.
- ☐ Prepare detailed description of planned construction for Commission review. Plans must include the following:
 1. The size, location, dimensions and floor plan of the hangar and/or other buildings to be constructed.
 2. Building elevation plans, including any overhangs showing peak heights of all hangars including flag poles, antennas, signs and eave heights. Identify building materials. Steel buildings required.
 3. The size and dimension of the adjacent ramp area and vehicle parking.
 4. Location and setback of the hangar and other buildings from ramps, adjacent taxiways, roads, lease lines and/or airport boundaries.
 5. Ramp, hangar and vehicle parking access.
 6. Total areas (square footage) of ramp, hangar or other buildings, including vehicle parking.
 7. FAA Review
 - a. Complete FAA Form 7460-1 Notice of Proposed Construction at Airport (if not already done by Port of Benton).
 - b. Environmental Clearance
 - c. Airport Layout Plan designation
 8. Complete lease application.
 9. Present plans to Port of Benton Commission. Meets _____ each month.
 10. If approved by Commission, sign lease.
 11. Complete Building Permit Application.
 12. Discuss building plans with Building Official.
 13. Comply with Building Plan requirements as defined by Building official.
 14. Obtain Building permit.
 15. Get site utility location
 16. Obtain temporary gate code for construction workers, if needed.
 17. Provide evidence of insurance before commencing construction.

Compliance with International Building Code and Fire Code may require installation of fire hydrant (s), fire suppression systems, and additional special inspections by qualified inspectors.

Start the process early.



**NON- COMMERCIAL
AIRCRAFT STORAGE HANGAR
PROJECT INTAKE CHECKLIST**

New Construction, Addition, Change of Use

This intake Checklist is provided for customer guidance in preparing a completed building application and plan set. An applicant must submit all of these requirements at the time of intake; failure to do so could result in an application not being accepted. What follows is a list of specific requirements for intake. Please review these requirements so that your submitted plan sets contain all of these elements.

PROJECT TITLE: _____

Site Plan: _____

- ☐ The footprint of all proposed and/or existing structures
- ☐ Existing and proposed grading
- ☐ All parking areas and driveways
- ☐ All sidewalks, pedestrian walkways, and other pedestrian areas
- ☐ The location, height and materials for all fences and walls
- ☐ The common and scientific names of all plant materials used, along with their size at time of planting
- ☐ Location and dimension of all ramps, driveways and street signs
- ☐ Location and setback of the hangar and other buildings from ramps, adjacent taxiways, roads, lease lines and/or Airport boundaries
- ☐ Ramp, hangar and vehicle parking access
- ☐ Heights of all hangars including flag poles, antennas, signs and eave heights
- ☐ Exterior lighting, directions of area illumination and designation of glass and other reflective surfaces

Structure Height: _____

- ☐ Show maximum structure height allowed per zoning and per the International Building Code
- ☐ Show proposed structure height

Utility Plan:

- ☐ Property lines
- ☐ Building and parking lot footprint
- ☐ Show location of existing and proposed water and septic tank (Spokane County Health Department approval required prior to submittal)
- ☐ Identify location and size of all existing and proposed water service(s) – identify any services that will be abandoned, include depth of services, separation from other utilities and structures, required sleeping areas
- ☐ Location and detail of the water meter vault or location within utility room within the structure – include all pipe, service size and vault sizes
- ☐ Identify location of all existing and proposed fire hydrants

Stormwater Plan:

- ☐ Show existing and proposed contours
- ☐ Show location of drainage facilities – drywells, pipes, inlets, ponds, ditches, swales, catch basins, curb inlets, splash pans
- ☐ Provide bottom dimensions of all ponds or swales

Building Requirements:

- ☐ Three Complete Sets of Plans, 24"x36", One Additional Set of Plans at 11"x17", One Complete set of Plans in Digital PDF Format
- ☐ Completed Non-Residential Application
- ☐ Special Inspection Agencies selected or proposed for the project
- ☐ Critical Materials List
- ☐ Pre-Development Conference Notes (if a meeting was requested and held)

Specify if any unconventional construction materials or methods will be utilized on this project.



BUILDING APPLICATION NON-COMMERCIAL AIRCRAFT STORAGE HANGAR

Please return this page with your plans to:

Port of Benton, Attn: Director of Airports, 3250 Port of Benton Boulevard. Richland, WA 99354

PROJECT DESCRIPTION: _____

Parcel Number _____ **Lot Area** _____ **Square Feet** _____

Street Address _____

Owner _____ **Telephone #** _____

Mailing Address _____

Email: _____

Contractor License Number _____

Contractor: _____ **Telephone:** _____

Mailing Address: _____

Architect: _____ **Telephone:** _____

Mailing Address: _____

Engineer: _____ **Telephone:** _____

Mailing Address _____

BUILDING INFORMATION

Construction Type: _____ **Occupancy Groups:** _____

Number of Stories: _____ **Building Height** _____ **Total Floors** _____

Building Footprint Square Footage: _____

Change of Occupancy? ☐ Yes ☐ No **From** _____ **To** _____

Sprinkler System: _____ **Fire Alarm System** _____



AIRPORT USE AGREEMENT

The Port of Benton, Washington (hereinafter the "Port") and _____, (hereinafter "_____" or "User"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the _____ day of _____, 20____ agree as follows:

1. PREMISES.

- A. **Premises.** The Port shall allow access to User the following premises (the "Premises"):
- B. **[Description of area to be used]** as set out on the attached Exhibit "A" dated _____, and its terms incorporated herein by this reference.

The Port reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for User's intended purpose.

- C. **Use of Premises.** The Premises shall only be used for _____, parking and other related activity thereto, and for no other purpose without the prior written approval of the Port.
- D. **Rules and Regulations.** User shall comply with all reasonable rules and regulations regarding the use and care of the Premises as adopted or amended from time to time. User agrees it will not disturb the Port by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. TERM.

The term of this Use Agreement is for _____ (____) year beginning on _____ and terminating _____ subject to the provisions of paragraph 12.

3. TERMINATION-HOLDING OVER OF THE USE AGREEMENT.

Upon termination of this Use Agreement, User shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the User not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by User during the term shall be only those dates of use approved in writing by the Director of Airports.

4. RENTAL.

User shall pay to the Port rental as follows:

Rent shall be due and payable within thirty (30) days of receipt of invoice from the Port. Unless other arrangements have been agreed upon, the Port shall invoice User _____ (monthly, at the end of event, annually). If User does not pay the rent by the due date, the Port may add a late charge of up

to ten percent (10%) of the rent for each month rent is delinquent. If rent is not paid, User shall be deemed to be in default of this Use Agreement. See paragraph 13. DEFAULTS of the Use Agreement for default terms.

5. MAINTENANCE AND REPAIR.

User has viewed the Premises, and accepts them in their present “AS-IS” condition, with all faults and defects. The Port makes no representations about the condition or fitness for purpose of the Premises.

6. ALTERATIONS AND IMPROVEMENTS.

User shall make no alterations or improvements to the Premises without first having obtained the written consent of the Director of Airports. Upon termination, the Port has the option to require User to remove such improvements at User’s sole expense. If not removed, improvements shall become the property of the Port.

7. COMPLIANCE WITH LAWS.

User shall comply with all state, federal and local laws and regulations and the rules of the Port, as amended from time to time. User shall indemnify, defend, and hold the Port harmless from all expense directly or indirectly related to the noncompliance by User of governing law, regulations and/or rules of the Port.

User expressly represents that all of User’s operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that User specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes. .

8. SITE SPECIFIC REQUIREMENTS.

User shall limit authorized activities to User, its officials, employees, and volunteers. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway.

9. SAFETY RULES, TIME OF USE.

User shall be solely responsible for the safety and security of all participants and visitors. The Port of Benton and assumes no responsibility for the safety of participants or visitors.

10. INDEMNIFICATION, LIABILITY INSURANCE.

The Port and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including, but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the User in, on or about the Premises by User, its employees, agents, volunteers and invitees. User agrees to indemnify, defend and hold harmless the Port from and against all liability, claims, to include liability, claims and actions brought by User, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the User, the User’s employees, agents, volunteers and invitees while engaging in or arising from the User’s use of the airport pursuant to the terms of this Use Agreement. In addition, User shall maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence. The Port shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled

without first having given the Port thirty (30) days advance written notice of an intended cancellation. User shall furnish certificates of such insurance to the Port prior to occupying the Premises.

11. ASSIGNMENT OR SUBLEASE.

User shall not assign, transfer or sublet the Premises.

12. TERMINATION-HOLDING OVER.

Upon termination, User shall return the Premises and adjoining areas used by User to the Port in clean condition, and in a condition acceptable to the Port. If User shall, without the consent of the Port, hold over after the expiration or termination of the tenancy, User shall pay to the Port the rate of one and one-half (1 ½) times the then current rent, and shall be bound by all of the provisions of this Use Agreement.

The Port reserves the right to terminate said Use Agreement upon ten (10) days written notice to the User without cause.

13. DEFAULTS.

Time is of the essence, and if User is in default under this Use Agreement the Port may immediately terminate this tenancy after having given User three (3) days' notice in writing in the event of nonpayment of rent, or ten (10) days' notice in writing for other defaults and giving User an opportunity to cure such defaults. If not so cured within the specified time, then the Port may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the Port for part of its damages. In the event of such default, User shall be fully liable for any and all direct or indirect damages suffered by the Port.

14. ATTORNEY'S FEES.

Should a dispute arise between the parties hereto as to the effect of any provision hereof and refer said dispute to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees and costs of court, including such fees and costs on any appeal.

15. WAIVER.

The acceptance of rent by the Port after default by User shall not be deemed a waiver of such default. No waiver by the Port of any default by User shall be construed to be a waiver of any subsequent default by User.

16. BINDER.

This Use Agreement is binding upon the parties hereto, their heirs, personal representative, successors in interest and assigns.

17. MISCELLANEOUS.

Inspection. The Port reserves the right to enter and inspect the Premises at any reasonable time without prior notification or authorization.

Rules and Regulations. User agrees to comply with all applicable rules, regulations and covenants of the Port pertaining to the Premises for the general safety and convenience of the Port, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the Port's property or adjoining property.

Environmental and Premises Cleanup Costs. User shall be fully and completely liable to the Port for any and all cleanup costs and any and all other charges, fees and penalties imposed by any

governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or Port facilities by User. User shall indemnify, defend and save the Port harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the Port, as well as the Port's attorneys' and engineers' fees and costs, as a result of User's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. **NOTICES**

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. User is obligated to notify the Port of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

Port of Benton	User
3250 Port of Benton Boulevard	Name
Richland, WA 99354	Contact
	Address
(509)375-3060	Port, State, ZIP
	Phone
	Email

Date of service of such notice shall be the date of postmark by the U.S. Post Office Service.

The parties hereto have executed this Use Agreement as of the day and year first above written.

PORT OF BENTON

ATTEST:

By: _____
[Name, Title]

By: _____
[Name, Title]

USER

By: _____

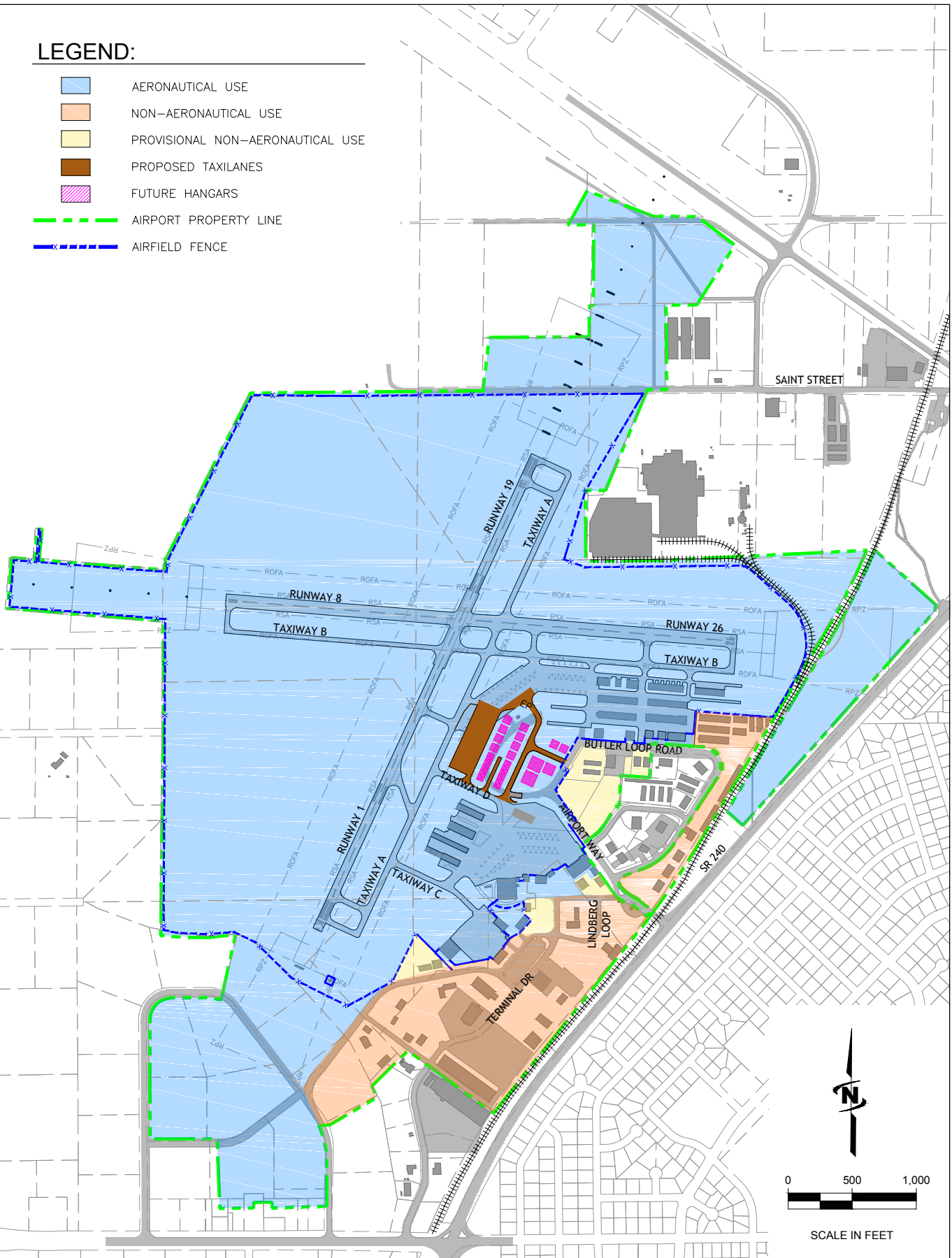
Printed Name: _____

APPENDIX B

AIRPORT MAPS

LEGEND:

- AERONAUTICAL USE
- NON-AERONAUTICAL USE
- PROVISIONAL NON-AERONAUTICAL USE
- PROPOSED TAXILANES
- FUTURE HANGARS
- AIRPORT PROPERTY LINE
- AIRFIELD FENCE



SAINT STREET

BUTLER LOOP ROAD

SR 240

LINDBERG LOOP

TERMINAL DR



0 500 1,000

SCALE IN FEET







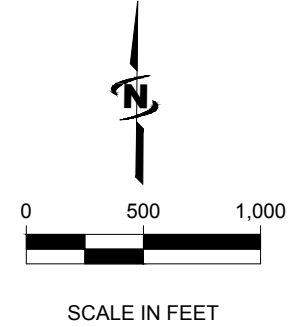
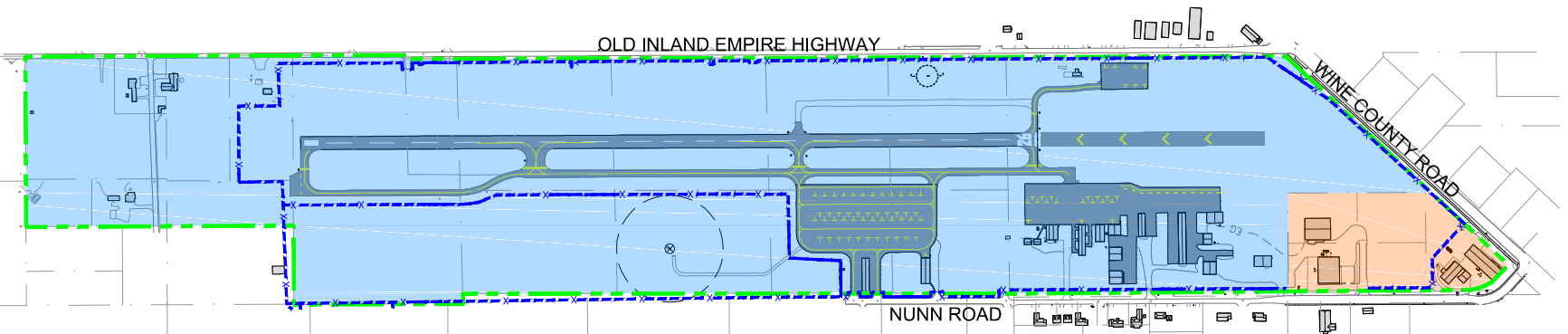
RICHLAND AIRPORT
PORT OF BENTON
 EXHIBIT A
 AIRPORT PROPERTY MAP

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LAST UPDATED: 6/2/2016
PLOT DATE: 6/2/2016
FILE: AERONAUTICAL VS NON-AERONAUTICAL EXHIBITS















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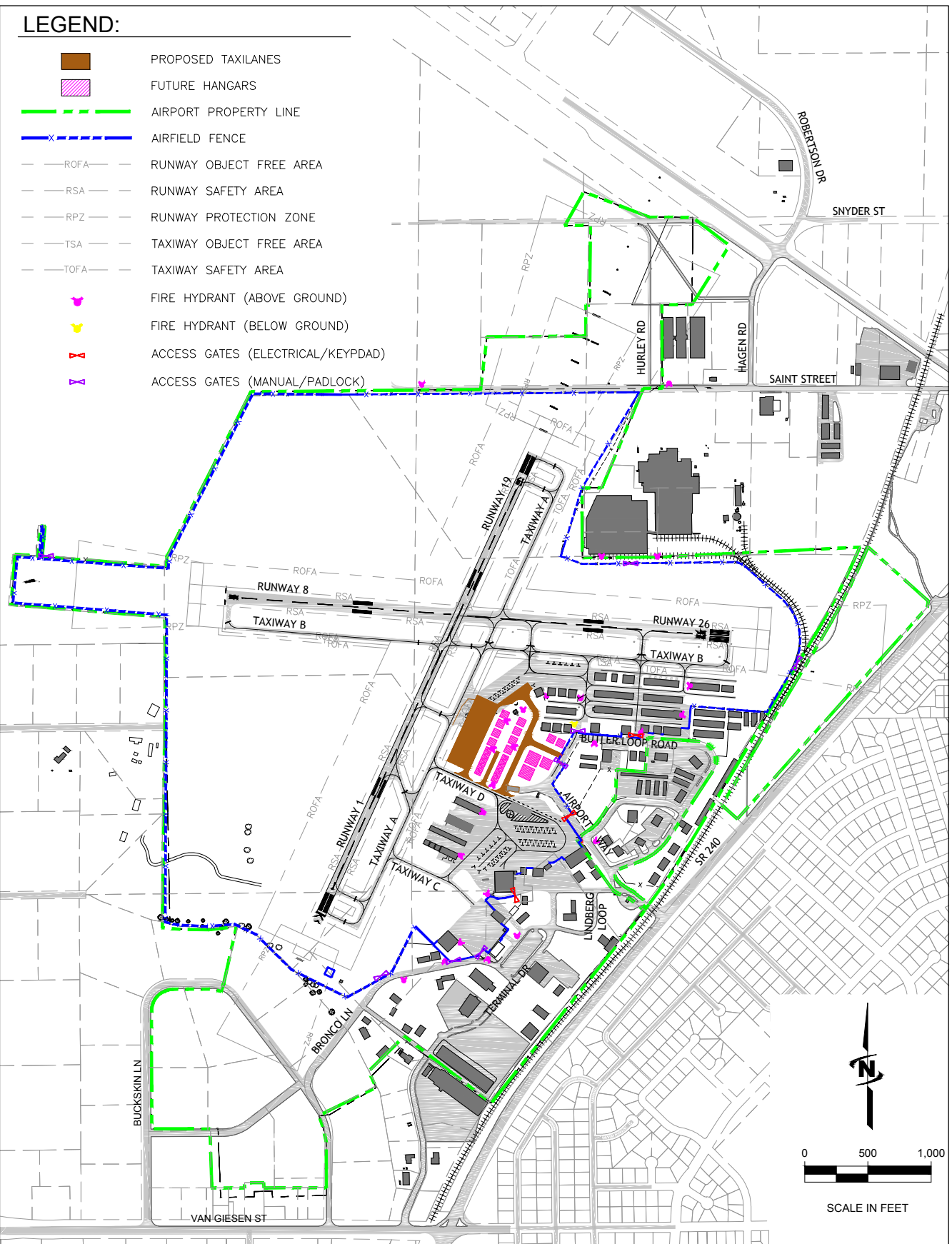
-  AERONAUTICAL USE
-  NON-AERONAUTICAL USE
-  AIRPORT PROPERTY LINE
-  AIRFIELD FENCE



PROSSER AIRPORT
PORT OF BENTON
EXHIBIT B
AIRPORT PROPERTY MAP

LEGEND:

-  PROPOSED TAXILANES
-  FUTURE HANGARS
-  AIRPORT PROPERTY LINE
-  AIRFIELD FENCE
-  ROFA — RUNWAY OBJECT FREE AREA
-  RSA — RUNWAY SAFETY AREA
-  RPZ — RUNWAY PROTECTION ZONE
-  TSA — TAXIWAY OBJECT FREE AREA
-  TOFA — TAXIWAY SAFETY AREA
-  FIRE HYDRANT (ABOVE GROUND)
-  FIRE HYDRANT (BELOW GROUND)
-  ACCESS GATES (ELECTRICAL/KEYPAD)
-  ACCESS GATES (MANUAL/PADLOCK)



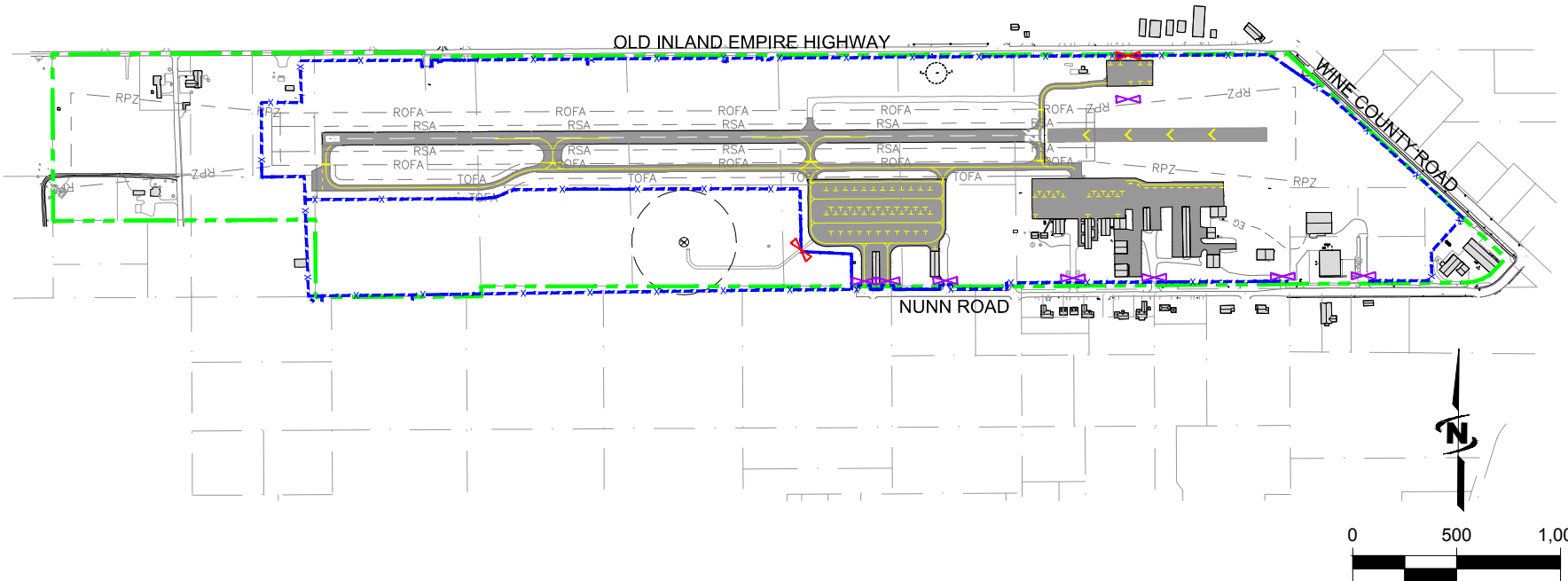
RICHLAND AIRPORT
PORT OF BENTON
 EXHIBIT C
 AREA MAP

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 LAST UPDATED: 6/2/2016
 PLOT DATE: 1/24/2017
 FILE: OVERALL MAP

Plot Date: 6/2/2016 1:48 PM Plotted By: Zach Schuster
Data Created: 6/2/2016 1:48 PM
FILE: OVERALL MAP.DWG
TASK: ORDERS 952 PROSSER 2016 MISC AIRPORT ENGR RULES AND REGS OVERALL MAP.DWG

LEGEND:

-  AIRPORT PROPERTY LINE
-  AIRFIELD FENCE
-  —ROFA— RUNWAY OBJECT FREE AREA
-  —RSA— RUNWAY SAFETY AREA
-  —RPZ— RUNWAY PROTECTION ZONE
-  —TSA— TAXIWAY OBJECT FREE AREA
-  —TOFA— TAXIWAY SAFETY AREA
-  FIRE HYDRANT (ABOVE GROUND)
-  ACCESS GATES
-  GATE OPENING



PROSSER AIRPORT
PORT OF BENTON

EXHIBIT D
AREA MAP

LAST UPDATED: 6/2/2016
PLOT DATE: 6/2/2016
FILE: OVERALL MAP

APPENDIX C

UNMANNED AERIAL SYSTEMS (UAS)

Richland Airport Unmanned Aerial System (UAS) Boundary

Legend

* Airport Reference Point (ARP)

UAS Boundary Limits

⬤ 3 Mile - Commercial Operations

⬤ 5 Mile - Model Aircraft Operations

Air Surface Delineation

⬤ Horizontal Surface (544')

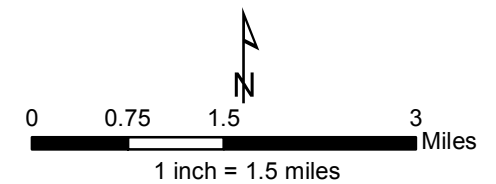
⬤ Airport Approach & Transitional Surfaces

⬤ Air Traffic Pattern Areas

⬤ City of Richland Boundary

Sources:
Aerial - NAIP (2015)
Elevation - NAVD 88

Calculated ARP:
Lat: N46d18'20.31
Long: W119d18'15.15
Airport Elevation: 394'



Richland Airport Unmanned Aerial System Airport Operations Area Map

Legend

✱ Airport Reference Point (ARP)

Air Surface Delineation

Horizontal Surface (544')

Airport Approach & Transitional Surfaces

Air Traffic Pattern Areas

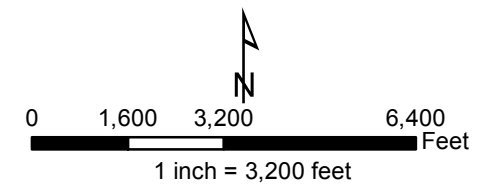
City of Richland Boundary

Sources:

Aerial - NAIP (2015)

Elevation - NAVD 88

Calculated ARP:
Lat: N46d18'20.31
Long: W119d18'15.15
Airport Elevation: 394'



Prosser Airport Unmanned Aerial System (UAS) Boundary

Legend

* Airport Reference Point (ARP)

UAS Boundary Limits

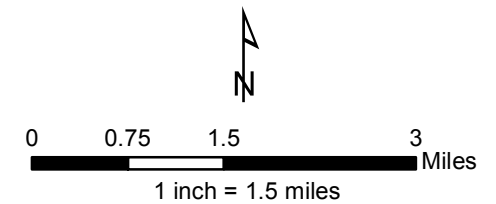
- 2 Mile - Commercial Operations
- 5 Mile - Model Aircraft Operations

Air Surface Delineation

- Horizontal Surface (855')
- Visual Approach Slope
- Air Traffic Pattern
- City Limits

Sources:
Aerial - NAIP (2015)
Elevation - NAVD 83/91

Calculated ARP:
Lat: N46d12'48.14
Long: W119d47'44.03
Airport Elevation: 705'



Prosser Airport Unmanned Aerial System Airport Operations Area Map

Legend

* Airport Reference Point (ARP)

Air Surface Delineation

Horizontal Surface (855')

Airport Approach & Transitional Surfaces

Air Traffic Pattern

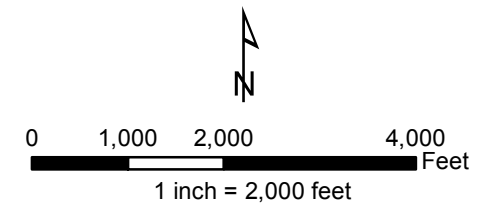
City Limits

Sources:

Aerial - NAIP (2015)

Elevation - NAVD 83/91

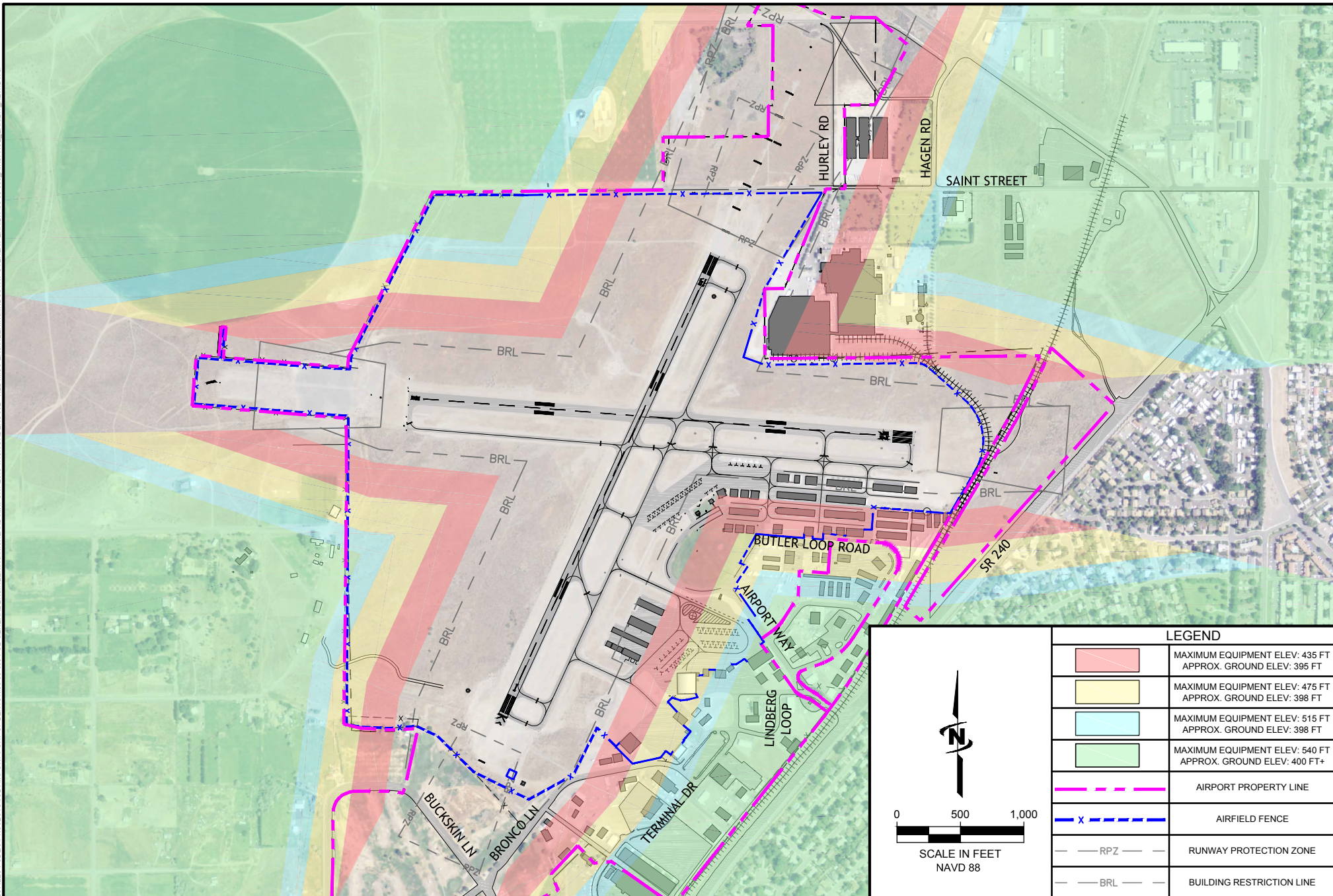
Calculated ARP:
Lat: N46d12'48.14
Long: W119d47'44.03
Airport Elevation: 705'



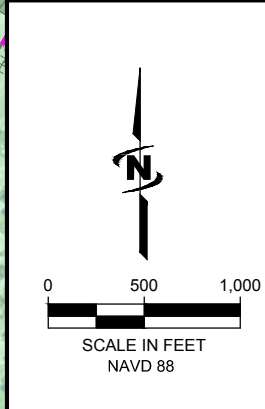
APPENDIX D

CRANE HEIGHT

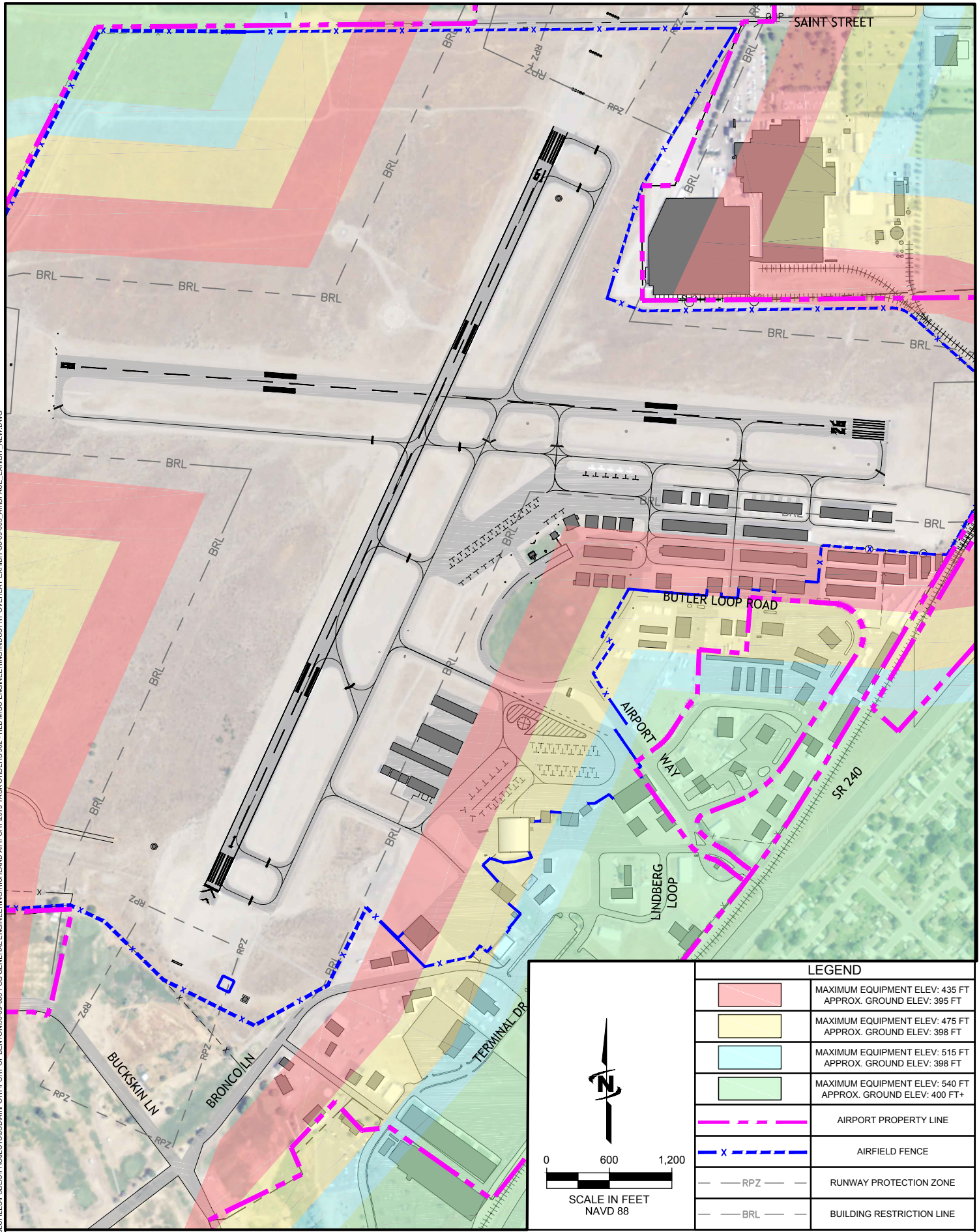
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Date Created: 6/23/2016 16:15:00
FILE: 30-09-003 AIRSPACE EXHIBIT_NEW


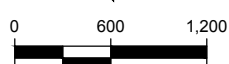


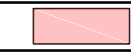


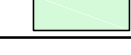




LEGEND	
	MAXIMUM EQUIPMENT ELEV: 435 FT APPROX. GROUND ELEV: 395 FT
	MAXIMUM EQUIPMENT ELEV: 475 FT APPROX. GROUND ELEV: 398 FT
	MAXIMUM EQUIPMENT ELEV: 515 FT APPROX. GROUND ELEV: 398 FT
	MAXIMUM EQUIPMENT ELEV: 540 FT APPROX. GROUND ELEV: 400 FT+
	AIRPORT PROPERTY LINE
	AIRFIELD FENCE
	RPZ
	BRL
	BRL



Plot Date: 1/24/2017 3:37 PM Plotted By: Zach Schuster
Date Created: 6/23/2016 USCFILES\PUBLIC\PROJECTS\AIRPORT\PORT OF BENTON\30-09-003 POB GENERAL ENGINEERING\PORT OF BENTON\2015 TASK ORDERS 502 - RLO MISC ENGINEERING\INDUSTRY OVERLAY EXHIBIT\30-09-003 AIRSPACE EXHIBIT_NEW.DWG
FILE: 30-09-003 AIRSPACE EXHIBIT_NEW





SCALE IN FEET
NAVD 88

LEGEND	
	MAXIMUM EQUIPMENT ELEV: 435 FT APPROX. GROUND ELEV: 395 FT
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	AIRPORT PROPERTY LINE
	AIRFIELD FENCE
	RPZ
	BRL
	RUNWAY PROTECTION ZONE
	BUILDING RESTRICTION LINE



**RICHLAND AIRPORT
PORT OF BENTON**
STRUCTURE & EQUIPMENT ELEVATION HEIGHT LIMITS
INDUSTRIAL AREA