

item # 12D

**City of Carson City  
Agenda Report**

**Date Submitted:** May 29, 2007

**Agenda Date Requested:** June 21, 2007

**Time Requested:** 40 minutes

**To:** Mayor and Board of Supervisors

**From:** Planning Division, Development Services Department

**Subject Title:** Action to approve a Tentative Subdivision Map from Lumos Engineering for C & D Developers, LLC (property owner: Carson City) to allow 22 separate units within 4 hangars that are currently under construction on property zoned public Regional (PR) located at 2600 E. College Parkway, Carson City Airport, Lease Parcel 219A, APN 008-901-01. (File TSM-07-060)

**Staff Summary:** This Tentative Subdivision Map is a request to allow the applicant to parcel the four previously approved hangars into 22 individual units. The unit owners will "own" the airspace within the units. The subdivision must be in compliance with Nevada Revised Statutes 116 (Common Interest Ownership Uniform Act).

**Type of Action Requested:**

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Planning Commission Action:** Recommended approval at the regularly scheduled Planning Commission Meeting of May 30, 2007 by a vote of 7 Ayes, 0 Nays

**Recommended Board Action:** I move to approve the Tentative Subdivision Map from Lumos Engineering for C & D Developers, LLC (property owner: Carson City) to allow 22 separate units within 4 hangars that are currently under construction on property zoned public Regional (PR) located at 2600 E. College Parkway, Carson City Airport, Lease Parcel 219A, APN 008-901-01.

**Explanation for Recommended Board Action:** The Board of Supervisors has the authority to approve all tentative subdivision map applications pursuant to CCMC and NRS 278.

**Applicable Statute, Code, Policy, Rule or Regulation:** CCMC 17.05 (Tentative Maps), 18.02.050 (Review).

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** 1) Refer back to staff and Planning Commission for further review.

**Supporting Material:**

- Staff Report
- Case Record
- Maps

**Prepared By:** Donna Fuller, Administrative Services Manager

**Reviewed By:** Walter C. Sullivan Date: 6-12-07  
(Walter Sullivan, Planning Director)

Larry Werner Date: \_\_\_\_\_  
(Larry Werner, Development Services Director/City Engineer)

Linda Ritter Date: 6-12-07  
(Linda Ritter, City Manager)

[Signature] Date: 6-12-07  
(District Attorney's Office)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 \_\_\_\_\_ 2) \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF MAY 30, 2007**

**FILE NO:** TSM-07-060

**AGENDA ITEM:** H-7

**STAFF AUTHOR:** Heidi Eskew-Herrmann, AICP, Assistant Planner

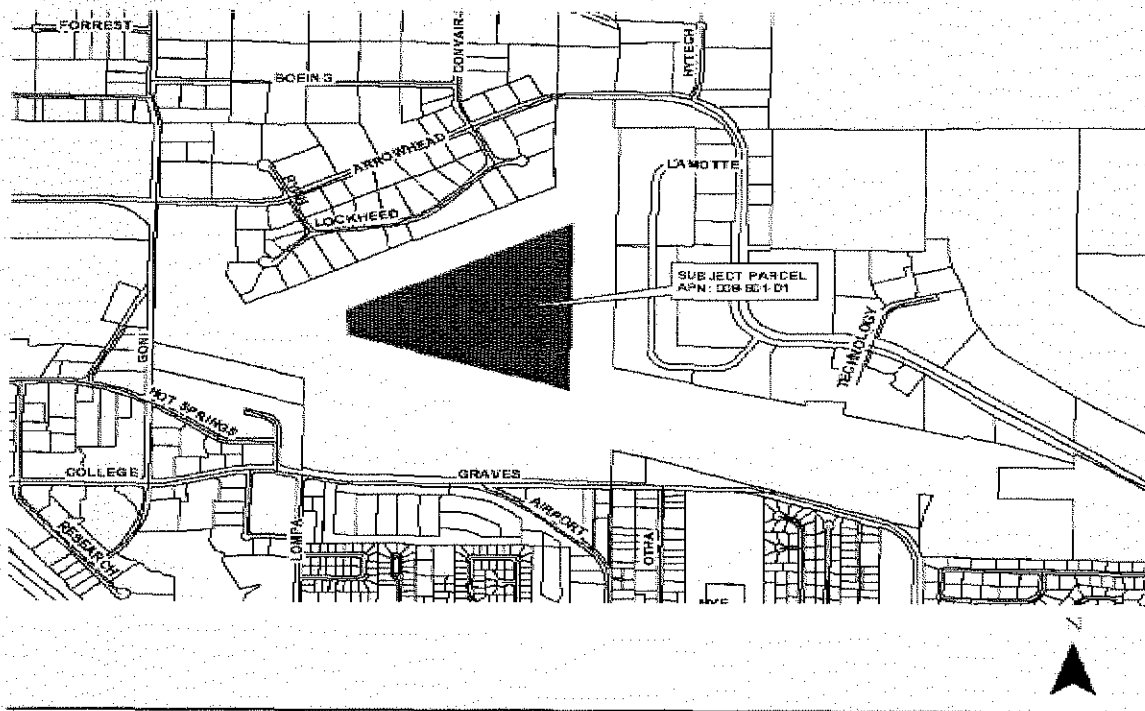
**REQUEST:** Tentative Map approval for the subdivision of four airplane hangars consisting of 22 individual units at the Carson City Airport, located in the Public Regional zoning district.

**OWNER:** Carson City

**APPLICANT:** Georgia Turner, P.E. of Lumos & Associates representing C&D Developers, LLC

**LOCATION/APN:** 2600 College Parkway, leased parcel 219A/008-901-01

**RECOMMENDED MOTION:** " I move to recommend to the Board of Supervisors approval of a Tentative Subdivision Map (TSM-07-060) known as Heritage Hangars, a request from Georgia Turner of Lumos and Associates representing C&D Developers, LLC, to allow the subdivision of four airplane hangars consisting of 22 individual units at the Carson City Airport, on property zoned Public Regional (PR), located at 2600 College Parkway, APN 008-901-01, based on seven findings and subject to the conditions of approval contained in the staff report"



## RECOMMENDED CONDITIONS OF APPROVAL:

The following shall be completed prior to commencement of the use:

1. The applicant must sign and return the Notice of Decision for conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, then the item will be rescheduled for the next Planning Commission meeting for further consideration.
2. All development shall be substantially in accordance with the development plans approved with this application, except as otherwise modified by these conditions of approval.
3. All on- and off-site improvements shall conform to City standards and requirements.
4. The applicant shall meet all the conditions of approval and commence the use for which this permit is granted within twelve months of the date of final approval. A single, one year extension of time may be granted if requested in writing to the Planning Division thirty days prior to the one year expiration date. Should this permit not be initiated within one year and no extension granted, the permit shall become null and void.
5. A Final Map application must be reviewed, approved and recorded prior to parceling of the individual units.
6. The applicant must meet and maintain all of the requirements and conditions of approval of the Carson City Airport Authority.
7. The project requires application for a Building Permit, issued through the Carson City Building Division. This will necessitate a complete review of the project to verify compliance with all adopted construction codes and municipal ordinances applicable to the scope of the project.
8. The applicant will need to meet all codes and requirements as they relate to this project. Plan submittals must indicate hydrant placement per the code. Additionally, all hydrants must be operational as well. An all weather access road must be in place prior to start of construction.
9. The Uniform Plumbing Code ('03 UPC) does not allow plumbing systems from one property to cross over into another property. This issue, which conflicts with the original Site Improvement Permit, will be required to be resolved during the construction of the hangars.

10. No components of the plumbing and electrical systems shall not cross the property lines of the neighboring units. This issue, which conflicts with the original Site improvement Permit, will be required to be resolved during the construction of the hangars.
11. Fire walls—if the hangars are to be used solely as storage hangars, this information shall be noted in the plans submitted for review, and within the conditions placed on the individual hanger owners.
12. Reduced pressure principle backflow prevention assemblies are required on all domestic water services.
13. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.
14. Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the City, or the specific performance of said work secured by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the Developer's obligation to repair defects in workmanship and materials which may appear in the work within one year of acceptance by the City.
15. The CC&Rs shall specifically address maintenance of all shared water and sewer facilities, including the sand/oil separators.
16. Clarification of the lease parcels located in the center triangle Airport parcel shall be provided to and approved by the Planning Division and the Assessor's Office prior to submittal of the Final Subdivision Map.

The following shall be submitted with any associated permit application:

17. The applicant shall submit a copy of the signed Notice of Decision and conditions of approval with any associated permit application.

The following are general requirements applicable throughout the life of the project:

18. The applicant must provide full compliance with State of Nevada dust control measures to mitigate dust at all hours within the construction limits.

19. The primary building color must meet Airport Authority design requirements and be similar to the existing surrounding buildings.
20. The Final Map shall comply with all applicable standards including NRS 116, NRS 278 and Title 17.

**LEGAL REQUIREMENTS:** CCMC 18.04.185 Public Regional (PR); CCMC Title 17 (Division of Land, Subdivision of Land); NRS 116 (Common Interest Ownership Uniform Act)

**MASTER PLAN DESIGNATION:** Public/Quasi-Public

**PRESENT ZONING:** Public Regional

**KEY ISSUES:** Is the applicant in compliance with the provisions of the Nevada Revised Statutes for condominiums and the provisions of the tentative subdivision map ordinance adopted by Carson City?

**SURROUNDING ZONING AND LAND USE INFORMATION**

**NORTH:** zoning: Public Regional; use: Airport main parcel, taxi way C

**SOUTH:** zoning: Public Regional; use: Airport main parcel

**EAST:** zoning: Public Regional; use: Airport main parcel, taxi way B

**WEST:** zoning: Public Regional; use: Airport main parcel

**ENVIRONMENTAL INFORMATION**

1. FLOOD ZONE: Zone C (areas of minimal flooding) per FEMA FIRM 40
2. EARTHQUAKE FAULT: Zone III (moderate shaking potential). Closest fault beyond 500 feet of the subject site.
3. SLOPE/DRAINAGE: Relatively flat
4. SOILS: 71: Urban Land

**SITE DEVELOPMENT INFORMATION**

1. LOT SIZE: 46.730 acres/2,035,558.8 square feet
2. STRUCTURE SIZE:
  - Mustang Hangar: 18,000 square feet
  - Lightning Hangar: 18,900 square feet
  - Thunderbolt Hangar: 14,000 square feet
  - Corsair Hangar: 7,000 square feet
3. STRUCTURE HEIGHT:
  - Mustang Hangar: 30 feet in overall height
  - Lightning Hangar: 26'6" in overall height
  - Thunderbolt Hangar: 20'4" in overall height
  - Corsair Hangar: 18'8" in overall height
4. PARKING: Parking, customarily, is satisfied by the person driving to the hangar where the airplane is located and parking inside the hangar or in front of the space being rented/owned.
5. SETBACKS: to be determined by Special Use Permit
6. VARIANCES REQUESTED: None

## **BACKGROUND:**

The Planning Commission reviewed and approved a Special Use Permit (SUP-06-248) for construction of four hangars consisting of 22 units on January 31, 2007. The applicant is now requesting Tentative Subdivision Map approval to parcel the individual units. The Tentative Subdivision Map proposal was reviewed by the Airport Authority on May 17, 2007.

The applicant received approval for the Site and Civil Improvement plans from the Carson City Airport and the Carson City Community Building Division (building permit #06-1257) in October 2006. The applicant also submitted a request for a building permit in December 2006. Building permits 07-456, 07-457, 07-458 and 07-459 for the hangars are in Plan Check in the Building Division. The applicant has begun rough grading at the project site. The Carson City Airport Authority approved this project on January 10, 2006.

On August 28, 2006, an amendment was made to the lease between the Carson City Airport Authority (landlord) and Patrick Dang Enterprises, LLC (tenant). The lease was amended to add approximately 14 feet to the end dimension of the lease parcel and to adjust the rent accordingly. This document was recorded on October 19, 2006 with file number 360014. This lease amendment was approved by the Airport Authority on August 16, 2006.

## **DISCUSSION:**

The applicant, Lumos & Associates, on behalf of C&D Developers, LLC, is requesting Tentative Map approval to allow the subdivision of four hangars consisting of 22 units, at the Carson City Airport, which is zoned Public Regional (PR). Each of the hangars will store individual, small, private planes. The hangars will be painted blue in color to blend with the surrounding buildings and the design standards of the Airport Authority.

A site visit was conducted by staff on January 16, 2007. The subject area of proposed construction is currently vacant and located in the center of the Carson City Airport. The property adjacent to this parcel on all sides is zoned Public Regional and is the main airport parcel consisting of 264.9 acres. The subject parcel is split into various "lease parcels" that are individually leased to various tenants. The development is located on lease parcel 219A toward the northeast side of the parcel. Special Use Permits and Tentative Subdivision Maps for airport hangars on other lease parcels on the airport authority have been previously approved (e.g. U-94/95-33, U-97/98-45, U-98/99-5). There are presently 205 hangars covering 561,915 square feet on the airport property.

This development is comprised of four airport hangars consisting of a total of 22 individual units. The development will be built-out in one phase. Site development standards are not established in the PR zoning district and as part of the previously

approved Special Use Permit application, the Planning Commission approved building setbacks, height, unit width, and lot depth for this project.

The applicant owns a leasehold interest in the property, including the individual structures and the common area. The applicant will establish a unit owners association to be known as Heritage Hangars Association. The Heritage Hangars Association will maintain the common area, make assessments, and enforce rules established in the CC&R's. The Heritage Hangars Association has easements to the common area, but does not own the area. The unit owners will "own" the airspace within the units and will have the right to use the common area but will have no ownership in the area outside of their respective air space unit. The present application has been submitted in accordance with the provisions of Nevada Revised Statutes (NRS) chapter 116, Common Interest Ownership Uniform Act. Nevada Revised Statutes Section 116.2106 permits leased or common-interest communities. In simple terms, this process will allow the applicant to sell a fee interest for the exclusive use of the interior hangar spaces including the common use of the building walls, taxiways, easements and other necessary elements for the duration of the lease. The functioning of this type of condominium is predicated on a document that must be recorded called "Declaration of Covenants, Conditions and Restrictions", which was submitted to the Planning Division for review as part of the application. NRS 116.2101 provides in part that a common-interest community may be created pursuant to that chapter only by recording a declaration executed in the same manner as a deed. NRS 116.2105 describes the contents of the declaration and, further, NRS 116.2106 describes what is required for lease-hold, common interest projects such as this one.

It is the Planning Commission's role to review the tentative map, since NRS 116.2109 entitled "Plats and Plans", in subsections 1 and 2 requires that "plats and plans" be a part of the declaration and be required for all common interest communities except for cooperatives. The plat and plan must be clear and legible and contain certification that the plat or plan contains all information required by this section. Subsection 2 requires that each plat must comply with the provisions of Chapter 278 of the Nevada Revised Statutes and show:

- (a) the name and survey of the area which is the subject of the plat;
- (b) sufficient description of the real estate;
- (c) extent of any encroachment on any portion of the property which is the subject of the plat;
- (d) the location and dimensions of all easements having a specific location and dimension which serve or burden any portion of the of the common-interest community;
- (e) the location and dimensions of any vertical unit boundaries and that unit's identifying number;
- (f) the location with reference to an established diagram of any horizontal unit boundaries not shown or projected in plans recorded pursuant to Subsection 4 and that unit's identifying number; and



(g) the location of dimensions of limited common elements, including porches, balconies and patios other than parking spaces and the common elements described in Subsections 2 and 4 of the Nevada Revised Statutes 116.2102.

Subsection 4 calls for the description of the horizontal boundaries of part of a unit located outside a building. Subsection 5 calls for the plan of development with each initial phase of development. This subsection also requires that any contemplated improvements shown must be labeled "Must be built or need not be built". Subsection C further requires sufficient description of any real estate in which the units' owners will own an estate for years labeled as "lease hold real estate". The entire provisions of the subject code, NRS 116.2109, have been attached to this report.

Site Development Standards:

Minimum Building Separation: 80 feet

Front Setback: 0

Side Setbacks: 0

Rear Setback: 0

Minimum Unit Width: 43.75 feet

Maximum Unit Width: 75 feet

Minimum Unit Depth: 40 feet

Maximum Unit Depth: 60 feet

Maximum Height: 30 feet

The Mustang hangar will be an 18,000 square foot building with four units for airplane storage. This building will be approximately 30 feet tall at the peak height.

The Lightning hangar will be an 18,900 square foot building with six units and will be approximately 26 feet 6 inches in height.

The Thunderbolt hangar will be a 14,000 square foot building with eight units and would be approximately 20 feet four inches in height.

The Corsair hangar will be a 7,000 square foot building with four units and will be approximately 18 feet eight inches in height.

Three on-site 25 foot taxi lanes will give airplanes access to the individual units with the corresponding hangars. The hangars would be located on the south side of Taxiway C and west of Taxiway B. The hangars will be setback 41.9 feet from Taxiway C, and the Mustang hangar is setback 87.03 feet from Taxiway B. The Lightning, Thunderbolt and Corsair hangars will have a minimum building separation of approximately 80 feet from each other, and the Lightning and Mustang hangars would be approximately 96 feet apart.

Staff looks to the Airport Authority for guidance regarding construction projects within the airport. The Airport Authority determines that the buildings, as proposed, are in

compliance with their regulations; more specifically, the Airport Authority considers that the apron distance in front of the hangar doors is sufficient to permit the traffic of airplanes, that the size of the units are sufficient for the intended use of the storage of private airplanes, and that the location is in accordance with the Airport Master Plan and prior leases. In addition, the Airport Authority determines that the buildings are of similar quality and materials as those presently in use at the airport. Parking, customarily, is satisfied by the person driving to the hangar where the airplane is located and parks inside the hangar or in front of the space being rented/owned. Parking will be per CCMC Title 19 standards and/or the Airport Manager requirements. Staff cannot foresee any detrimental use affects to the surrounding properties due to the ample setbacks.

**PUBLIC COMMENTS:** Public notices were mailed to 31 adjacent property owners within 570 feet of the subject site on May 11, 2007. As of the completion of this report, there has been no inquiry and no letters of public comment received. Any comments that are received after this report is completed will be submitted to the Planning Commission prior to or at the meeting on May 30, 2007, depending on their submittal date to the Planning and Community Development Department.

**OTHER CITY DEPARTMENTS OR OUTSIDE AGENCY COMMENTS:** All comments from various city departments and agencies that were received as of May 21, 2007 are attached, in their entirety, to this report.

Fire Department: The applicant will need to meet all codes and requirements as they relate to this project. Plan submittals must indicate hydrant placement per the code. Additionally, all hydrants must be operational as well. An all weather access road must be in place prior to start of construction.

Building Department: See comments for the entire text.

- The Uniform Plumbing Code ('03 UPC) does not allow plumbing systems from one property to cross over into another property. This issue, which conflicts with the original Site Improvement Permit will be required to be resolved during the construction of the hangars.
- The other components of the plumbing and electrical systems shall not cross the property lines of the neighboring units. This issue, which conflicts with the original Site Improvement Permit will be required to be resolved during the construction of the hangars.
- Fire walls—if the hangars are to be used solely as storage hangars, this information shall be noted in the plans submitted for review, and within the conditions placed on the individual hanger owners.

Health Department: No comment at this time.

Engineering Division: Approval with conditions. See comments for entire text.  
Conditions:

- Reduced pressure principle backflow prevention assemblies are required on all domestic water services.
- The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.

- The Final Map shall comply with all applicable standards including NRS 116, NRS 278 and Title 17.
- Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the City, or the specific performance of said work secured by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the Developer's obligation to repair defects in workmanship and materials which may appear in the work within one year of acceptance by the City.
- The CC&Rs shall specifically address maintenance of all shared water and sewer facilities, including the sand/oil separators.

State of Nevada, Department of Conservation & Natural Resources, Division of Environmental Protection: Recommends approval with respect to water pollution and sewage disposal, provided that Carson City commits to provide sewage service to said subdivision.

State of Nevada, Department of Conservation and Natural Resources, Division of Water Resources: Recommends disapproval to water quantity as required by statutes for Heritage Hangers subdivision based on water service by Carson City Utilities, until such time that written notification addressed to this office is received listing the water right permit(s) from the water purveyor with an indication that it has both sufficient uncommitted water rights and developed water source capacity to serve the proposed subdivision. *Note: Carson City Development Engineering staff has indicated that they will provide water service and will forward a copy of this document to the state office.*

State of Nevada, Department of Conservation & Natural Resources, Division of Environmental Protection: See attached comments. The applicant will need to respond to seven items of information/activity to satisfy the requirements.

#### **FINDINGS:**

Staff's recommendation is based upon the findings as required by Carson City Municipal Code (CCMC) Section 17.07 enumerated below and substantiated in the public record for the project.

- 1. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.**

All onsite utilities will connect to existing utility lines and will be located under ground. There are existing water, sewer, gas and electric utility lines running north-south through the site to service the proposed development. The applicant will install a new eight inch water line and sewer line to the development and new gas and electrical lines

will connect to the existing corresponding lines and to each of the hangars. The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste. The development will be served by the Carson City Community Water System and the Carson City Wastewater Collection System.

The project will include the installation of a stormwater management system consisting of catch basins, storm drainpipes, V-ditches, swales, and a detention basin. The majority of the runoff from the new development will be collected by catch basins and conveyed via storm drainpipes to the detention basin located southwest of the parcel. A Drainage Report was submitted and approved with the Site and Civil Improvement plans for the development.

- 2. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.**

The proposed project has been designed to fully utilize the existing extension of utilities within the area. According to Tom Grundy with the Development Engineering Division, water supplied to the development will meet applicable health standards. Neither Carson City's water supply nor wastewater treatment capability will be exceeded by final approval of this development.

- 3. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.**

According to Tom Grundy with the Development Engineering Division, all other applicable utilities are available in the area to serve this development.

This development will have no impact on schools or recreation and parks. Fire protection will be provided by the Carson City Fire Department, Station Two. Station Two is located at 2400 College Parkway, and it adjoins the airport property. Station Two houses a first-out Type I engine and a Type III wildland brush engine suitable for fighting brush and wild fires. The Fire Department should have adequate response times due to the close proximity with the development.

- 4. Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.**

This development is located on a parcel in the center of the Carson City Airport parcel. Therefore, no access to public lands is needed.

**5. Conformity with the zoning ordinance and land use element of the City's Master Plan.**

The density standards established in the Special Use Permit application are consistent and compatible with the surrounding area. Airport hangars are designed to be functional. The hangars will be consistent and compatible with other buildings within the Airport area. Entrances will be clearly marked and the site will be consistent with the Carson City Development Standards.

The Public Regional (PR) zoning district allows buildings and facilities owned, leased, or operated by the City of Carson City, Carson City School District or any other district, State of Nevada or the government of the United States by Special Use Permit. Special Use Permit approval for this use was granted for this project on January 31, 2007.

The approval of this Tentative Subdivision Map is limited to the parceling of the hangars and associated site improvements. Any future expansion requires Special Use Permit approval.

The following is an excerpt from the Carson City Master Plan (adopted April 6, 2006) sections A-4 and A-5:

The Carson City Airport Master Plan (2001) is an adopted element of the citywide Master Plan. The Airport Master Plan was cooperative effort between the Carson City Airport Authority (CCAA) and the Federal Aviation Administration (FAA). This Airport Master Plan provides a comprehensive analysis of airport facility needs and alternatives with the purpose of providing guidance for the future development of the facility.

The preparation of the Airport Master Plan is evidence that the CCAA recognizes the importance of the Carson City Airport to the community and the region, as well as the associated challenges inherent in accommodating future aviation needs. The cost of maintaining an airport is an investment which yields impressive benefits to a community. A sound and flexible Master Plan will ensure that the Carson City Airport continues to be a major economic asset for the region.

The primary objective of the Airport Master Plan was to develop and maintain a long-term development program that will yield a safe, efficient, economical and environmental acceptable air transportation facility. The accomplishment of this objective required the evaluation of the existing airport and a determination of what actions should be taken to maintain an adequate, safe and reliable airport facility that meets the needs of the area. The Airport Master Plan provides an outline of the *necessary development and gives responsible officials advance notice of future needs to aid in planning, scheduling and budgeting.*

**6. General conformity with the City's Master plan for streets and highways.**

According to comments received by Tom Grundy, E.I., Civil Design Supervisor with the Development Engineering Division, the proposed streets within and extending to the development are consistent with the Carson City Transportation Plan.

**7. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.**

In general, the development will not cause adverse impacts to the existing street system, per Tom Grundy with the Development Engineering Division.

**8. The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.**

According to comments received from Tom Grundy with the Development Engineering Division, the physical characteristics of the area do not preclude the development as proposed.

The site has sparse vegetation and generally slopes to the southwest at approximately 1% to 3%. However, a small portion of the site to the east drains southeast toward an existing drainage channel, which is parallel to taxiway "B". A slight ridge occurs along the northern edge of the old runway with a grade change of approximately one foot.

The Soil Survey of Carson City Area, Nevada (Soil Conservation Service, 1975) classifies the onsite soils as Urban Land. Urban Land generally consists of soils that are altered by development to the point that specific classification and description is not feasible.

**9. The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.**

See attached agency comments and conditions of approval included in this staff report.

**10. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.**

The Carson City Fire Department has reviewed the project plans and provided comments.

Fire protection will be provided by the Carson City Fire Department, Station Two. Adequate fire flows will be available for fire protection. Below are the fire flow

calculations for the proposed Heritage Hangars, based on the 2003 International Fire Code (IFC):

BUILDING NAME	BUILDING AREA	IBC BUILD. TYPE	FIRE FLOW REQ.
Corsair	6,300 sf	IIB	1,750 gpm
Thunder Bolt	12,600 sf	IIB	2,250 gpm
Lightning	12,687	IIB	2,500 gpm
Mustang	18,000 sf	IIB	2,750 gpm

According to the applicant, Carson City conducted a fire flow test on April 20, 2006, and determined that 3,219 gpm at 20 psi residual pressure is available adjacent to the project site at the intersection of Taxiway C and the Gate 4 entrance road. The applicant will locate five new fire hydrants onsite.

#### **11. Recreation and trail easements.**

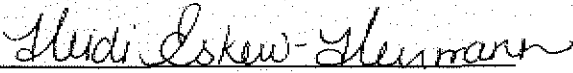
The project area is located within the Carson City Airport and the applicant is not required to provide recreation or trail easements. All disturbed areas will be reseeded and hydro mulched.

It is anticipated that the proposed airport hangars will result in physical activity by the very nature of their operation. The area proposed for these hangars is located within the interior of the airport, between the runways. Due to their separation from the boundary of the airport property, it will not be detrimental to the peaceful enjoyment, economic value or development, nor will it cause objectionable noise, vibrations, fumes, odors, dust, glare or physical activity. It is suspected that the hangars will improve the economic value of the airport property in general and will result in provision of more complete services such as storage facilities for private planes within the airport.

No evidence has been obtained regarding the development of these hangars and the finding that they will be detrimental to the public health, safety, convenience and welfare. To the contrary, the development of the hangars will have a positive effect on the public health, safety, convenience and welfare since the hangars are designed to protect private property from inclement weather and protect expensive and delicate equipment.

Respectfully submitted,

PLANNING AND COMMUNITY DEVELOPMENT DIVISION

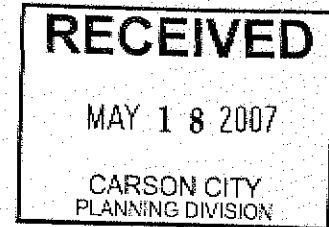
  
Heidi Eskew-Herrmann, AICP  
Assistant Planner

hh\attachments





## MEMORANDUM



**DATE:** September 8, 2006  
**TO:** Heidi Eskew-Herrmann – Planning  
**FROM:** Tom Grundy – Engineering *te*  
**RE:** TSM-07-060 Heritage Hangers  
Engineering Text for Planning Commission Staff Report

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The following text is offered for inclusion in the Planning Commission staff report for the above referenced land use proposal:

**GENERAL:** The Engineering Division has considered the elements of NRS 278.349, NRS 116.2109, the Carson City Municipal Code and the Carson City Development Standards in its review of the tentative map described above.

This recommendation for 'approval with conditions' from the Engineering Division is based on conceptual level analysis that indicates the development as proposed will currently meet or will meet with concurrent improvements, prior to final map approval, Nevada Revised Statutes, the Carson City Municipal Code and the Carson City Development Standards. With the request for final approval of any and all phases, detailed engineering analysis addressing the following issues and recommending system improvements will be submitted to the Engineering Division.

**FINDINGS:** The Conceptual Findings by the Engineering Division are:

(a) *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;*

The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste. The development will be served by the Carson City Community Water System and the Carson City Wastewater Collection System.

(b) *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;*

Water supplied to the development will meet applicable health standards. Neither Carson City's water supply nor wastewater treatment capability will be exceeded by final approval of this development.

*(c) The availability and accessibility of utilities;*

All other applicable utilities are available in the area to serve this development.

*(d) General conformity with the governing body's master plan of streets and highways;*

The proposed streets within and extending to the development are consistent with the Carson City Transportation Plan.

*(e) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;*

In general, the development will not cause adverse impacts to the existing street system.

*(f) Physical characteristics of the land such as floodplain, slope and soil.*

The physical characteristics of the area do not preclude the development as proposed.

**RECOMMENDATION:** If the tentative map is approved, the Engineering Division has the following recommended conditions of approval for the project:

**A. Specific Conditions to be included in the Design of the Improvement Plans:**

1. Reduced pressure principle backflow prevention assemblies are required on all domestic water services.

**B. Conditions to be Completed Prior to Submitting for Construction Permit or Final Map**

1. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.
2. The Final Map shall comply with all applicable standards including NRS 116, NRS 278 and Title 17.

**C. General Conditions**

1. Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the City, or the specific performance of said work secured by providing the City with a proper surety in the amount of one hundred fifty percent (150 %) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10 %) of the engineer's estimate to secure the Developers obligation to repair defects in workmanship and materials which may appear in the work within one year of acceptance by the City.
2. The CC&R's shall specifically address maintenance of all shared water and sewer

facilities, including the sand/oil separators.

**DISCUSSION BULLETS:** The following discussion is offered within Engineering Division areas of purview relative to the proposed Tentative Map:

- Because the CC&R's allow for aircraft maintenance within the hangers, reduced pressure principle backflow prevention assemblies are required on all domestic water services.

<b>File #</b>	<i>TSM 07-060</i>
<b>Description</b>	<i>Tentative Map for aircraft hangers</i>
<b>Address</b>	<i>2600 College Parkway</i>
<b>Date</b>	<i>May 8, 2007</i>

1. The 2003 International Building Code ('03 IBC) requires that aircraft hanger floors shall be graded and drained to prevent water and fuel from remaining on the floor surface. The sloped to a floor drain that discharges through a sand/oil interceptor. ('03 IBC 412.2.3)

During the review of the Site Improvement Permit application (CCBD Permit #06-1257), this issue was discussed with the designers. To resolve the issue the designer installed a single sand/oil interceptor for each hanger. The floors of the individual hangers within the structure are to discharge to the interceptor, with the drain lines crossing from one hanger to its neighbor.

This solution was approved, with the building under the management of a single owner. However, with the proposal to parcel the individual hangers, this creates property lines between units. The 2003 Uniform Plumbing Code ('03 UPC) does not allow plumbing systems from one property to cross over into another property. The intent behind this requirement is to maintain the plumbing system under the direct control of the individual property owner, without placing a burden on the neighboring property owner in cases of plumbing system failure and repair. ('03 UPC 308.1 & 312.0)

This issue, which conflicts with the original Site Improvement Permit will be required to be resolved during the construction of the hangers.

2. To continue with the concerns engendered by the parceling of the individual hangers, the other components of the plumbing and electrical systems shall not cross the property lines of the neighboring units. ('02 NEC 225.30 & '03 UPC 308.1, and '03 UPC 312.0)

These issues, which conflict with the original Site Improvement Permit will be required to be resolved during the construction of the hangers.

3. The 2003 International Building Code ('03 IBC) assesses risks based on how the building is used. The "use" in this case is whether or not the individual hangers will store aircraft, or be used to store and perform minor repairs on the aircraft. This "use", or occupancy type will be used to determine the requirements for the zero lot line fire wall between units. Under the '03 IBC, a hanger used to store and repair aircraft (Group S-1 Occupancy) shall have a minimum of a 3-hour resistive fire wall between units. Whereas, an aircraft storage hanger (Group S-2 Occupancy) would require a minimum of a 2-hour resistive fire wall between units. ('03 IBC 705.1, 705.4 & Table 705.4)

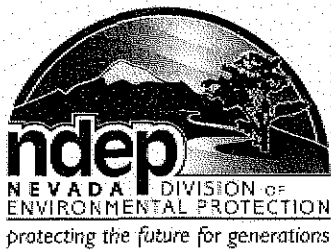
If the hangers are to be used solely as storage hangers, this information shall be noted in the plans submitted for review, and within the conditions placed on the individual hanger owners.

**From:** Jennifer Pruitt  
**To:** Eskew-Herrmann, Heidi; Knowlton, Kristie  
**Date:** 5/4/2007 2:37:48 PM  
**Subject:** Fwd: TSM 07-060

FYI

>>> Teresa Hayes 5/1/2007 4:03 PM >>>  
No comment at this time

Teresa Hayes  
Environmental Health Specialist  
Carson City Health and Human Services  
900 E. Long St  
Carson City, NV 89706  
Phone: (775) 887-2190 ext 1024  
Fax: (775) 887-2248



STATE OF NEVADA  
Department of Conservation & Natural Resources  
DIVISION OF ENVIRONMENTAL PROTECTION

Jim Gibbons, Governor  
Allen Biaggi, Director  
Leo M. Drozdoff, P.E., Administrator

April 30, 2007

Walter Sullivan, AICP  
Carson City Planning and Community Development Department  
2621 Northgate Lane, Suite 62  
Carson City, NV 89706-1319



**RE: TENTATIVE MAP: HERITAGE HANGERS SUBDIVISION (22 Lots)**  
In reply, please refer to plan review number (CC-2909-07LAK)D

Dear Mr. Sullivan:

The Nevada Division of Environmental Protection, Bureau of Safe Drinking Water, has reviewed the tentative subdivision map and cannot recommend approval at this time because the application is incomplete or deficient.

The following information or activity is requested of the developer or the developer's engineer/surveyor:

1. Supply a topographic map showing 2-foot (0.6 m) intervals for up to a 10% slope and 5-foot (1.5 meter) intervals for slopes greater than 10%.
2. Provide documentation that the subdivision is not in a 100-year flood plain.
3. Provide a master plan showing the future development and intended use of all land under the ownership or control of the developer in the vicinity of the proposed subdivision.
4. Provide a brief description regarding the historical usage of the property or any significant existing environmental degradation that could negatively affect the proposed project.
5. Supply "Will Serve" or "Intent to Serve" letters from the water and wastewater utilities.
6. Provide a letter from the NDEP, Bureau of Water Pollution Control, certifying the method of wastewater collection, treatment and disposal.
7. Please submit a plan resubmittal fee in the amount of \$100, per NAC 278.490.

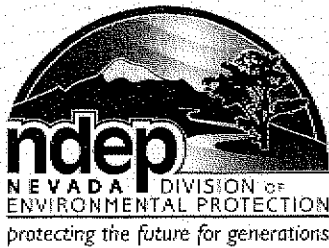
If you have any questions or comments, please contact me at (775) 687-9524.

Sincerely,

Lisa Kremer, P.E.  
Bureau of Safe Drinking Water

- cc: Doug Zimmerman, Chief, Bureau of Safe Drinking Water  
 Jim Balderson, P.E., Engineering Supervisor, Bureau of Safe Drinking Water  
 Jeff Sharp, P.E., Carson City Development Engineering Services  
 Tom Grundy, E.I., Carson City Development Engineering Services  
 Randall M. Long, P.E., Lumos and Associates, Inc.  
 Georgia Turner, P.E., Lumos and Associates, Inc.  
 C & D Developers, LLC





STATE OF NEVADA  
Department of Conservation & Natural Resources  
DIVISION OF ENVIRONMENTAL PROTECTION

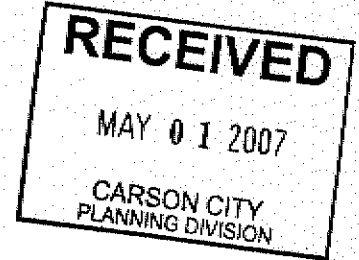
Jim Gibbons, Governor  
Allen Biaggi, Director  
Leo M. Drozdoff, P.E., Administrator

April 25, 2007

WALTER A. SULLIVAN

COMMUNITY DEVELOPMENT DEPARTMENT  
2621 NORTHGATE LANE SUITE 62  
CARSON CITY NV 89701

Re: **Tentative Map  
Heritage Hangers  
23 lots in Carson City**



Dear Mr. SULLIVAN:

The Division of Environmental Protection has reviewed the above referenced subdivision and recommends approval of said subdivision with respect to water pollution and sewage disposal, provided that Carson City commits to provide sewage service to said subdivision.

Please be advised that inclusion under the Nevada Division of Environmental Protection Construction Stormwater General Permit is also required for any project involving land disturbances of one or more acres. If the above-referenced subdivision falls in this category, a stormwater authorization letter must be obtained from this Division prior to commencement of land-disturbing activities at the site. To apply for permit coverage, a Notice of Intent must be submitted along with a \$200 filing fee. For further details regarding this requirement, please contact Mr. Steve McGoff of NDEP at (775) 687-9429.

Sincerely,

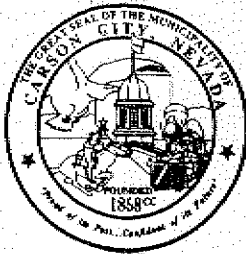
Steve McGoff, P.E.  
Technical Services Branch  
Bureau of Water Pollution Control

cc:

JIM BALDERSON, P.E. Nevada Division of Environmental Protection, Bureau of Safe Drinking Water,  
901 S. STEWART ST. CARSON CITY, NV 89701  
Engineer: LUMOS & ASSOCIATES (RENO) 5401 Longley Lane Ste 5 Reno, NV 89511  
Developer Name: C&D DEVELOPERS LLC 2130 Lakeridge Drive Reno, NV 89509

Control No. 8535





**CARSON CITY, NEVADA**  
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

**MEMORANDUM**



**TO:** Community Development  
**FROM:** Stacey Giomi, Fire Chief  
**DATE:** April 25, 2007  
**SUBJECT:** AGENDA ITEMS FOR MAY 30, 2007 PLANNING COMMISSION MEETING

We reviewed the agenda items for the May 30, 2007 Planning Commission Meeting and have the following comments:

- AB-07-051 Tri State Surveying, Matlavage 2004 Family Trust, Ronald & Marsha Burgess We have no concern with the abandonment outlined in this request.
- VAR-07-053 Resource Concepts, Inc., Betty Brinson Revocable Trust We have no concern with the variance outlined in this request.
- SUP-07-058 James & Sandy Foley We have no concerns with this special use permit request.
- SUP-07-059 Custom Sign, Carson Gaming, LLC We have no concerns with this special use permit request.
- TSM-07-060 C & D Developers, LLC The applicant will need to meet all codes and requirements as they relate to this project. Plan submittals must indicate hydrant placement per the code. Additionally, all hydrants must be operational as well as an all weather access road must be in place prior to start of construction.
- SUP-07-061 & VAR-07-062 Mike Mitchell We have no concerns with the applicant's request for variance and special use permit.
- SUP-07-063 Ken Rose / Metcalf Builders, Inc. We have no concerns with the applicant's request for this special use permit.



- SUP-05-008 APS Energy Services The applicant will be required to comply with all codes and ordinances as they relate to this request.

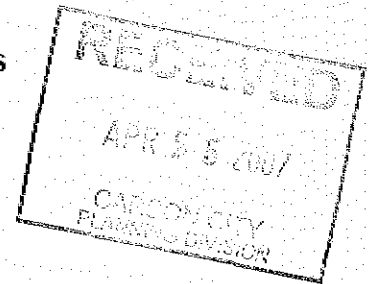
If you need additional information, please contact our office at 887-2220.

SG/llh  
*llh*



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**DIVISION OF WATER RESOURCES**

901 S. Stewart Street, Suite 2002  
Carson City, Nevada 89701  
(775) 684-2800 • Fax (775) 684-2811  
<http://water.nv.gov>



April 20, 2007

**Subdivision**  
**Review No.: 20530-T**

**To:** Carson City  
Planning & Community Development Department  
2621 Northgate, Ste 62  
Carson City, Nevada 89706

**Name:** Heritage Hangers

**County:** Carson City – 2600 East College Parkway, Carson City Airport,  
Carson City.

**Location:** Portions of the NE1/4 of Section 4, Township 15 North, Range 20  
East, M.D.M.

**Plat:** Tentative map and review fee received April 18, 2007 for 23 lots.

**Owner-  
Developer:** C&D Developers  
2130 Lakeridge Drive  
Reno, Nevada 89509

**Engineer:** Lumos & Associates, Inc.  
800 E. College Parkway  
Carson City, Nevada 89706

**Water  
Supply:** Carson City Utilities

**General:** The tentative map indicates that the source of water is to be from  
Carson City Utilities. To date, no letter has been received by this

office indicating that there is sufficient water for the subject subdivision.

**Action:** Recommend disapproval to water quantity as required by statutes for Heritage Hangers subdivision based on water service by Carson City Utilities, until such time that written notification addressed to this office is received listing the water right permit(s) from the water purveyor with an indication that it has both sufficient uncommitted water rights and developed water source capacity to serve the proposed subdivision.

Best regards,



Thomas K. Gallagher, P.E.  
Manager II, Water Rights Section Chief

TKG/mbw

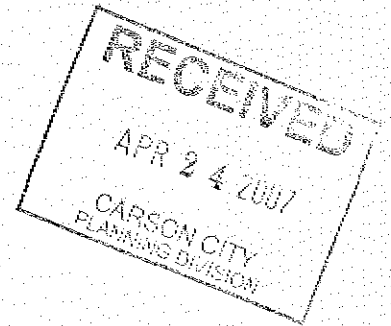
cc: Division of Real Estate  
Public Utilities Commission of Nevada  
Carson City Health Department  
C&D Developers  
Lumos & Associates, Inc.



# CARSON CITY FIRE DEPARTMENT

*"Service with Pride. Commitment. Compassion"*

## MEMO



April 20, 2007

**TO:** Walter Sullivan, Planning Division Director  
**FROM:** Stacey Giomi, Fire Chief *SG*  
**RE:** Airport Response

Responses to the Carson City Airport are dictated by the information reported to the Carson City Communications Center. A standard response to an aircraft accident or a fire on the airport property would be two engines, a rescue unit, and a command officer. Fire Station 2, adjacent to the airport property, would be the closest station and would respond first, provided that they are not already on an emergency call. Additional response would come from Fire Station 1 and 3 and would again be dependent upon unit availability.

The Fire Department possesses foam capability to deal with incidents involving class B flammable and combustible liquids. While we don't have a unit specifically designated as an aircraft firefighting vehicle, all of our structural fire engines have the capability to properly deliver the appropriate foam on a class B fire.

In addition to our capabilities, we have mutual aid agreements with adjoining fire departments. These departments also have class B foam capability and in the case of the Reno Airport Authority Fire Department, they have an aircraft firefighting vehicle. The response time of a unit from the Reno Airport would be considerable, but that option is available to us.

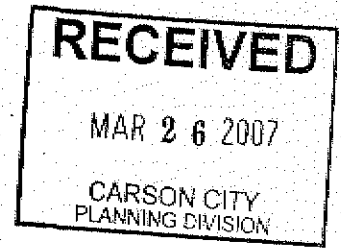
LATE D. TERMINAL G-1



# CARSON CITY FIRE DEPARTMENT

*"Service with Pride, Commitment, Compassion"*

## MEMO



Date: March 23, 2007

To: Walt Sullivan, Carson City Airport Authority

From: Stacey Giomi, Fire Chief

Re: Airport Response

The Carson City Fire Department staffs a total of three fire stations. Fire Station 1 is located at 777 S. Stewart St., Station 2 is at 2400 College Parkway (adjacent to the airport), and Station 3 is at 4649 Snyder Avenue. In the event of an airplane accident on airport property, equipment from both Fire Station 1 and 2 would be dispatched. This is assuming that the units in those stations are not committed on other incidents at the time of the event. In the case where Station 1 and Station 2 are committed we would send units from Fire Station 3 and utilize mutual aid agreements with adjoining departments to provide assistance.

If you need any additional information, please contact me. Thank you.

**CARSON CITY PLANNING COMMISSION  
CASE RECORD**

MEETING DATE: May 30, 2007

AGENDA ITEM NO.: H-7

APPLICANT(s) NAME: Lumos for C&D Developers, LLC  
PROPERTY OWNER(s): Carson City

FILE NO.: TSM-07-060

ASSESSOR PARCEL NO(s): APN 008-901-01

ADDRESS: 2600 E. College Parkway, Carson City Airport, Lease parcel 219A

APPLICANT'S REQUEST: Action to consider a Tentative Subdivision Map to allow 22 separate units within 4 hangars that are currently under construction on property zoned Public Regional (PR).

COMMISSIONERS PRESENT:     PEERY             VANCE             SEMMENS  
                                  BISBEE             MULLET             REYNOLDS         KIMBROUGH

STAFF REPORT PRESENTED BY: Jennifer Pruitt & Walter Sullivan             REPORT ATTACHED  
STAFF RECOMMENDATION:         CONDITIONAL APPROVAL             DENIAL  
APPLICANT REPRESENTED BY: Randall Long of Lumos

APPLICANT/AGENT  
PRESENT

APPLICANT/AGENT  
SPOKE

APPLICANT/AGENT  
NOT PRESENT

APPLICANT/AGENT  
DID NOT SPEAK

APPLICANT/AGENT INDICATED THAT HE HAS READ THE STAFF REPORT, AGREES AND UNDERSTANDS THE FINDINGS, RECOMMENDATIONS, AND CONDITIONS, AND AGREES TO CONFORM TO THE REQUIREMENTS THEREOF. Agrees

  0   PERSONS SPOKE IN FAVOR OF THE PROPOSAL      0   PERSONS SPOKE IN OPPOSITION OF THE PROPOSAL

DISCUSSION, NOTES, COMMENTS FOR THE RECORD:

Randall Long noted clarification of condition of approval #16

MOTION WAS MADE TO RECOMMEND APPROVAL:

- WITH THE FINDINGS AND CONDITIONS AS ENUMERATED ON THE STAFF REPORT
- WITH THE FINDINGS AND CONDITIONS OF THE STAFF REPORT AS MODIFIED
- WITH THE FINDINGS AND CONDITIONS OF THE COMMISSION ENUMERATED ON THIS CASE RECORD

MOVED: Bisbee    SECOND: Semmens    PASSED:   7   /AYE   0   /NO    /DQ    /ABSENT    /ABSTAINED

SCHEDULED FOR THE BOARD OF SUPERVISORS

DATE: 6-21-07

H:\PC\2007\Case Records\TSM-07-060 5-30-07.wpd

# **Heritage Hangars**

## **Tentative Map Application**

**PREPARED FOR:** C & D Developers, LLC  
2130 Lakeridge Drive  
Reno, NV 89509

**PREPARED BY:** Lumos and Associates, Inc.  
5401 Longley Lane, #5  
Reno, Nevada 89511  
T: (775) 827-6111  
F: (775) 827-6122

**April 18, 2007**

**6621.000**

## TABLE OF CONTENTS

Cover Letter	
Tentative Map Application .....	1
Tentative Map Checklist .....	2
Narrative .....	4
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Master Plan Checklist .....	12
Acknowledgement of Applicant.....	16

## EXHIBITS

- A. 11" x 17" Site Plan
- B. 11" x 17" Utility Plan
- C. 8 1/2" x 11" Tentative Map
- D. Building Elevations
- E. Lease Agreement
- F. Utility Easement Letter
- G. CCR's
- H. NRS 116

**\*\* Geotechnical Report, Drainage Report, Traffic Letter, Sewer Letter, Water Use Calculations, and Fire Flow Calculations were previously submitted with Site and Civil Improvement Plans and/or approved SUP application and only one copy of each is submitted with this application**

## MAP POCKETS

24" x 36" Title Sheet .....	C-1
24" x 36" Site Plan .....	C-2
24" x 36" Utility Plan (in engineering packets only).....	C-4
24" x 36" Tentative Map .....	T-1, 2, 3, 4, & 5





April 18, 2007

Mr. Walt Sullivan, Director  
Carson City Community Development  
2621 Northgate Lane, Suite #62  
Carson City, NV 89706

**Re: Heritage Hangars Tentative Map Application**

Dear Mr. Sullivan:

C & D Developers, LLC ("Applicant") is submitting a Tentative Map application to the Carson City Community Development Department for consideration and review. The Applicant is seeking to construct four (4) separate airport hangars consisting of 22 individual units on a 2.5-acre parcel of land located within the Carson City Airport property (APN 008-091-01, Lease Parcel 219A). Each of the units will be individually subdivided. The property is located at 2600 East College Parkway in Carson City, Nevada.

The Applicant received approval for the Site and Civil Improvement plans from the Carson City Airport Authority in October 2006, and the Carson City Community Development Department ("City") in October 2006 (BP #06-1257). The Applicant also received approval of a SUP application on January 31, 2007. The Applicant has begun rough grading at the project site.

I appreciate your consideration of this request and look forward to your review of this project. Should you have any questions regarding the project or this submittal, please do not hesitate to contact me at (775) 827-6111.

Sincerely,

A handwritten signature in cursive script that reads 'Audra Miller'.

Audra Miller, AICP  
Lumos and Associates, Inc.

AM/kr

Enc.

**Carson City Planning and Community Development**

2621 Northgate Lane, Suite 62 • Carson City NV 89706  
Phone: (775) 887-2180 • E-mail: [plandep@ci.carson-city.nv.us](mailto:plandep@ci.carson-city.nv.us)

FOR OFFICE USE ONLY:

TSM-07-

APPLICANT: C & D Developers, LLC  
PHONE #: (775) 771-5501

TENTATIVE MAP FOR A SUBDIVISION  
FEES: \$1,500 (plus \$1/lot over 25 lots)

MAILING ADDRESS, CITY, STATE, ZIP  
2130 Lakeridge Drive, Reno, NV 89509

SUBMITTAL PACKET

ENGINEER: Lumos and Associates, Inc Attn: Georgia Turner  
PHONE #: (775) 883-7077

See checklist.

MAILING ADDRESS, CITY, STATE, ZIP  
800 E College Parkway, Carson City, NV 89706

Application Reviewed and Received By:

E-MAIL ADDRESS: [gturner@lumosengineering.com](mailto:gturner@lumosengineering.com)

PROPERTY ADDRESS, CITY, STATE, ZIP  
2600 East College Parkway, Carson City Airport, Carson City, NV 89706

PC Date: .....

PRESENT ZONING: Public Regional (PR) APN(S): 008-901-01, Lease Parcel 219A

BOS Date: .....

REQUEST: In accordance with the provisions of Title 17 of the Carson City Municipal Code, application is hereby made for a Subdivision on property situated at: 2600 East College Parkway, Carson City Airport, Carson City, NV 89706

The required modifications to Carson City's Land Use Regulations are as follows: N/A

ACKNOWLEDGMENT OF APPLICANT: (a) I certify that the foregoing statements are true and correct to the best of my knowledge and belief. (b) I agree to fulfill all conditions established by the Board of Supervisors.

[Signature]  
Applicant's Signature

4/12/07  
Date

**PROPERTY OWNER'S AFFIDAVIT**

LINDA RITER, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

[Signature]  
Signature

2601 N. Carson St.  
Address

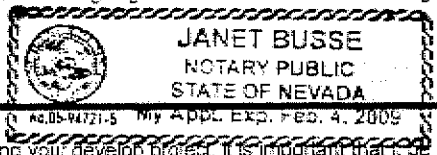
4/12/07  
Date

Use additional page(s) if necessary for other names.

STATE OF NEVADA  
COUNTY Carson City

On April 12, 2007, personally appeared before me, a notary public, Linda Riter, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

[Signature]  
Notary Public



NOTE: In order to avoid unnecessary time delays in processing your develop project, it is important that it be as complete as possible when submitted. A checklist is available to assist you and your engineer. If you have further questions regarding your application, please call Planning and Community Development at (775) 887-2180.

Exhibit A

**Metes and Bounds Description  
for Lease Parcel 219A As Shown On The  
Carson City Airport Lease Parcel Map  
8-29-06**

All that portion of land as shown on the exhibit for the Carson City Airport, more particularly described as follows:

Beginning at the North Section Corner common to Sections 4 and 3, Township 15 North, Range 20 East, MDBM, thence S 20° 16' 19" W a distance of 1,107.22-feet to a rebar with a cap inscribed with PLS 6304; thence N 01° 00' 00" E a distance of 240.00-feet to the northeast corner of the parcel and the True Point of Beginning, thence S 01° 00' 00" W a distance of 147.70-feet to the southeast corner of the parcel, thence S 63° 40' 38" W a distance of 604.51-feet to the southwest corner of the parcel, thence N 26° 19' 22" W a distance of 175.00-feet to the northwest corner of the parcel, thence N 63° 40' 38" E a distance of 587.55-feet to an angle point, thence S 89° 00' 18" E a distance of 95.39-feet to the northeast corner of the parcel and the True Point of Beginning. Said parcel containing 2.56 acres more or less.

360014

## Tentative Subdivision Submittal Checklist

- | Yes                                 | No                       |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Presubmittal conference held previous to submittal of Subdivision/PUD application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. 25 copies of Tentative Map (Folded 8-1/2 X 11).                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. 10 copies of Informational Booklet.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Fee payment.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Application form completed.  |

COMPLETE APPLICATION PACKET  
TIME OF TENTATIVE SUBMITTAL

Note: Digital data is required on a CD.

The tentative submittal packet must include all of the following information. Packets which do not contain this information or information requested at the conceptual may not be scheduled on the next available Planning Commission agenda. It is up to the applicant to ensure that all required information is submitted in order for staff and the Planning Commission to make a proper recommendation.

- | Yes                                 | No                       |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. The location and size of the site, the lot layout and the lot lines of the proposed development, including a legal description of the land and the owners interest in the land proposed to be developed, by an affidavit of ownership. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. The density of land use to be allocated to parts of the site to be developed; a tabulation of the total land area and the percentage designed for the various uses.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. The location, size of any park land or open space, and the form of organization proposed to own and maintain any common open space, and amount of recreational improvements. <u>Provide two copies of proposed C.C.&amp;R.'s.</u>      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. The subdivision/PUD name, and name and address of the developer and engineer and date of map.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. The proposed circulation pattern including the design of all public and private streets, name and width of streets and the location of adjoining streets, sidewalks and bikeways.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Provide a street grading plan. <i>(original only, others submitted w/ previous apps)</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Adjacent subdivision, land uses, zoning, and ownership abutting the project.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Number, size, square footage and use of proposed parcels. Blocks and parcels are to be numbered consecutively and the dimension of all parcels are to be shown.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. A proposed grading plan meeting department of public works standards and requirements showing all cuts and retaining walls to be designated. <i>(original only, others submitted w/ previous apps)</i>                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. Provide a landscape plan for the development. <i>N/A</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Topographic map with contour intervals of two and one-half feet for slopes of less than 10% and five feet for slopes of greater than 10%.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. A note indicating location of all utility easements proposed and existing.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. The layout of water, sewer, and storm drainage systems.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. A soils report including soil types, seasonal high water table, and percolation rates (if on septic).   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. North arrow and scale, all sheets to be numbered.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. Location of existing buildings.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. Building setbacks to be noted on plat. If applying to Planning Commission for staggered setback approvals, separate set of 12 plans to be submitted.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. Areas not a part of the subdivision to be designated as "not a part".   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. Provide a conceptual drainage study meeting the standards and requirements of the Carson City Development Standards Division 14.8. <i>(original only, others submitted w/ previous apps)</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. An indication of the type of water system to be used, its water sources and engineering data on fire flows.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. Location of all natural drainage features shown.  |

Yes No

- N/A 22. An erosion control plan including stream protection, road drainage, erosion prevention, prevention of untreated discharge to streams, if applicable.
- 23. Solid waste provision.
- 24. Height, size, location and use of all structures, fences and walls are to be shown.
- 25. An indication of method of sewage disposal to be used and area of disposal.
- 26. A map showing a 100 year flood plan, as determined by recognized methods, for those areas subject to flooding; show earthquake fault lines through the proposed development with building setbacks from fault line as recommended by a geotechnical study.
- 27. The development shall be described by 40 acre subdivision, section, township and range.
- 28. Indicate master plan designation for the project.
- 29. A master plan for potential development of the property under the ownership or control of the developer in the area of the proposed development.
- 30. Location, dimensions of all vehicle parking and/or boat/RV storage areas, if applicable.
- 31. In the case of plans which call for development over a period of years, a schedule showing proposed time within which applications for final approval of all sections of the development are intended to be filed.
- N/A 32. Shall prove that no tax is delinquent by placing a certificate signed by the city treasurer to this effect (NRS.278.349(5)) on the plat. *(property is exempt from taxes)*
- 33. Traffic study stating average daily trips generated from the project.
- 34. A written document indicating the benefits of the development to Carson City, any adverse impacts which may arise from the development and the mitigation programs, and how the proposed development will enhance or benefit the surrounding areas and stating how dust will be controlled. Address how your project complies with the attached NRS278.349(3); addressing each section item by item.
- 35. A written document addressing the Master Plan Policy Checklist for a Conceptual Map for a Planned Unit Development of the five items that appear in the Carson City Master Plan. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. Address each theme; a check indicates that the proposed development meets the applicable Master Plan Policy. In your own words provide written support of the policy statement. You may want to acquire a free CD or purchase a paper copy of the Master Plan from the Planning Division, or review the copy in the Planning Office or in the reference section of the Ormsby Public Library on Roop Street, or use our website at [www.carson-city.nv.us](http://www.carson-city.nv.us).
- 36. Application complete LA Date 4/18/07

The State Division of Environmental Protection will now require fees for the review of subdivision and planned unit development applications. This fee is in addition to the fees required by State Consumer Health and State Water Resources. They also require wet stamped original maps.

To assure the necessary reviews are completed, the Planning Division will require payment of the State fees at the time of the City application submittal. This can be handled by submitting four checks to this office: one payable to NEVADA STATE SAFE DRINKING WATER for \$400 per map plus \$3.00 per lot; the second check payable to STATE WATER RESOURCES in the amount of \$150 per map plus \$1.00 per lot; the third check payable to NEVADA DIVISION OF ENVIRONMENTAL PROTECTION in the amount of \$100 per map plus \$1.00 per lot; and the fourth check payable to CARSON CITY PLANNING DIVISION in the amount of \$2,200 per map plus \$1.00 per lot over 25 lots. The checks will be routed to the State offices with their copy of the application packet. The alternative method is to pay the State offices directly and submit the receipts with your City application.

The State Division of Environmental Protection will also require a non-refundable fee of \$50 for each review of final subdivision and planned unit development maps.

**NOTE: Fees are subject to change. It is applicant's responsibility to ensure their checks are submitted for current required fees.**

**History**

C & D Developers, LLC ("Applicant") is leasing a 2.5-acre parcel of land located within the Carson City Airport property (APN 008-091-01, Lease Parcel 219A). The property is located at 2600 East College Parkway in Carson City, Nevada. The Applicant is seeking to construct four (4) separate airport hangars consisting of 22 individual units. It is the Applicant's intent to subdivide each of the proposed buildings, creating a total of 22 "air space" units. The Carson City Airport Authority will retain ownership of the real property, and the real property will be the resultant parcel.

The Applicant received approval for the Site and Civil Improvement plans from the Carson City Airport Authority in October 2006, and the Carson City Community Development Department ("City") in October 2006 (BP #06-1257) to develop the hangars. The Applicant also received approval of a special use permit ("SUP") application for the development on January 31, 2007 (SUP06-248). The Applicant agreed to all conditions of the SUP approval and is designing the site in accordance with these conditions. The Applicant has begun rough grading at the project site.

The Applicant wishes to now subdivide the individual hangars proposed in the project. The units will be individually owned by various tenants. The site development standards are consistent with City Code and the development standards established in the previously approved SUP application.

**Project Description**

The site is approximately 2.5 acres in size within the Carson City Airport boundaries. The Carson City Airport Authority owns the subject site and all adjacent properties. The parcel is zoned PR, and the Master Plan designated the site as a Public/Quasi-Public area. The proposed development is consistent with existing land uses, zoning and Master Plan.

The development is comprised of four airport hangars on the subject parcel and the Applicant is seeking to subdivide the hangars into a total 22 individual units, with the real property becoming a resultant parcel. The Carson City Airport Authority will own the subject property, but the Patrick Dang Enterprises, LLC ("Owner") owns a leasehold interest in the property, including the individual structures and the common area. The Owner will establish a unit owners association to be known as the Heritage Hangars Association. The Heritage Hangars Association will maintain the common area, make assessments, and enforce rules established in the CCR's. The Heritage Hangars Association has easements to common area, but does not own the area. The Owner has the lease of the property with the airport, so only it will own the common area. The unit owners will only "own" the airspace within the units and will have the right to use the common area but will have no ownership in the area outside of their respective air space unit. The future unit owners will become a member of the Heritage Hangars Association.

**Heritage Hangars  
Tentative Map Application**

Each of the hangars will store individual, small private planes. Each unit will have a lavatory with one sink, one toilet, and running hot water. Unit owners, however, will not be allowed to wash their planes onsite. Additionally, maintenance of the planes, including oil changes, will not be allowed in the units since the units will not be sprinkled.

The Mustang hangar is an 18,000 square foot building with four units for airplane storage. This building will be approximately 30 feet tall at the peak height. The Lightning hangar is an 18,900 square foot building with six units and will be approximately 26'6" in height. The Thunderbolt hangar is a 14,000 square foot building with eight units and will be approximately 20'4" in height. The Corsair hangar is a 7,000 square foot building with four units and will be approximately 18'8" in height.

The hangars are located on the south side of Taxiway "C" and west of Taxiway "B". The hangars are all setback a minimum of 41.9 feet from Taxiway "C", and the Mustang hangar is setback 87.03 feet from Taxiway "B". The Lightning, Thunderbolt and Corsair hangars have a minimum building separation of approximately 80 feet, and the Lightning and Mustang hangars are approximately 96 feet apart. The buildings have been placed on the property lines and will have front and rear setbacks of 0 feet. The minimum unit width on the site is 43.75', and the maximum unit depth on the site is 60 feet. Site Developments Standards are not established in the PR zoning district and as part of the SUP application the Applicant received approval for proposed building setbacks, height, unit width, and lot depth (see Approved Site Development Standards). The Applicant is complying with these standards, and the development will be built-out in one phase.

Below are the site development standards applied to this tentative map, as established in the SUP application.

**Approved Site Development Standards**

<b>Minimum Building Separation</b>	<b>80'</b>
<b>Front Setback</b>	<b>0'</b>
<b>Side Setback</b>	<b>0'</b>
<b>Rear Setback</b>	<b>0'</b>
<b>Minimum Unit Width</b>	<b>43.75'</b>
<b>Maximum Unit Width</b>	<b>75'</b>
<b>Minimum Unit Depth</b>	<b>40'</b>
<b>Maximum Unit Depth</b>	<b>60'</b>
<b>Maximum Height</b>	<b>30'</b>

Three on-site 25 foot taxi lanes will give airplanes access to the individual units with the corresponding hangars.

**Utilities**

All onsite utilities will connect to existing utility lines and will be located under ground. There are existing water, sewer, gas and electric utility lines running north-south through the site to service the proposed development. Storm water will be collected in one of five proposed catch basins and will be routed to the southwest through proposed 15-inch storm drain. The storm water will be collected off-site in the proposed off-site detention basin, and the Airport Authority has approved the detention location. The Drainage Report was submitted and approved with the Site and Civil Improvement plans for the development.

The Applicant will connect a new 8-inch water line to the existing 8-inch water line running north-south through the subject parcel. Water lines will be connected to each of the four hangars and each of the five proposed fire hydrants. Each hangar will be metered. Water pressures, flows and capacities are adequate to service the hangars and the hydrants. Water Use and Fire Flow Calculations were approved during the Site and Civil Improvement plans and SUP processes.

New 8-inch sewer lines will connect to the existing 8-inch sewer lines. Each hangar will be connected to the proposed sewer line by a 4-inch sewer lateral. Sewer capacities are adequate to service the site. The Sewer Letter and Calculations were approved during the Site and Civil Improvement plans and SUP processes.

New gas and electrical lines will connect to the existing corresponding lines and to each of the hangars. Southwest Gas Co. will design gas entrance, panels and connections, and Sierra Pacific Power Company will design electric connections.

The majority of the above mentioned utility lines and connections will be located just south of the subject parcel. Since some utilities are not located on the Applicant's property, the Airport Authority has approved placing the utilities offsite and on another parcel owned by the Airport Authority. See Attached Easement Letter.

**Traffic**

Traffic on the roadway system near the Airport will not be increased due to the construction of the hangars. Traffic will not be impacted. See attached Traffic Letter.

**Landscaping**

Areas that are not paved or constructed upon will be reseeded/hydrumulched with local roadside reseed mix. The revegetation mix will be submitted to the City Engineer for approval.



Geotechnical Report

The Geotechnical Report was submitted and approved with the Site and Civil Improvement plans for the development.

CCR's

The Applicant has included CCR's with this application. The CCR's outline the rights of the owners and limitations/restrictions placed on the units. Section 3.3 of the CCR's outlines the limitation on uses established for this development. As part of the CCR's, a unit owners association will be established, which maintains common area, makes assessments and enforces rules.

Individual unit owners will have the right to use the common area, but do not own any portion of it. The unit owners association will maintain the common area and the structures, but individual unit owners are responsible for disposal of non-hazardous and hazardous waste, which should not exist because maintenance is not allowed to in the units. Doors to hangars are unit owners' responsibility, along with electrical maintenance. All other restrictions, rights, and limitations are clearly outlined in the attached CCR's.

NRS 116

The proposed development is subject to the statutes outlined in *NRS 116 – Common Interest Ownership (Uniform Act)*. The Applicant has agreed to meet the requirements of NRS 116 and all other applicable City codes and design guidelines.

Taxes

The parcel is located on Airport Authority property and is therefore exempt from property taxes.

Per the requirements of the tentative map application, the following is the Applicant's response to all areas to be addressed in the tentative map review process per NRS 278.

**NRS 278.349(3)**

**Heritage Hangars**

*(a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;*

Grading, Drainage and Existing Environmental Issues

All environmental and health laws will be met by the Applicant concerning this project. The project will not generate hazardous waste or air pollution. According to the 1986 FEMA Flood Insurance Rate Map (FIRM) 320001 0040 B, the proposed hangar site is located entirely within Zone C, which indicates that the area is subject to minimal flooding. The site has sparse vegetation and generally slopes to the southwest at approximately 1% to 3%. A small portion of the site to the east, however, drains southeast toward an existing drainage channel, which is parallel to taxiway "B". A slight ridge occurs along the northern edge of the old runway with a grade change of approximately one foot.

The project will also include the installation of a stormwater management system consisting of catch basins, storm drainpipes, V-ditches, swales, and a detention basin. The majority of the runoff from the new development will be collected by catch basins and conveyed via storm drainpipes to the detention basin located southwest of the parcel. Runoff from the access road bordering the southern perimeter of the property will discharge into the detention basin by way of the V-ditch along the south edge of the access road. The detention basin will serve as a temporary detention facility until the Carson City Airport regional detention basin is completed at the southwest corner of the airport near the approach for Runway 9. At that time, the proposed drainage system will then be extended to connect to the regional drainage basin. The Drainage Report was submitted and approved with the Site and Civil Improvement plans for the development.

The proposed drainage improvements for the project, as described above, are in compliance with FAA, FEMA, the Carson City Municipal Code, and the Carson City Development Standards.

Method of Sewage Disposal

New 8-inch sewer lines will connect to the existing 8-inch sewer lines. Each hangar will be connected to the proposed sewer line by a 4-inch sewer lateral. Sewer capacities are adequate to service the site. See Sewer Letter that was approved in the SUP application.

The Applicant does not know of capacity issues related to the existing sewer infrastructure and believes sufficient capacity is available.

Solid Waste Provision

Waste Management will not handle solid waste disposal for the site. The individuals leasing the units will be responsible for disposing of any waste generated in their respective hangars. The unit owners association will maintain the common area/resultant parcel, but individual unit owners are responsible for disposal of non-hazardous and hazardous waste, which should not exist because maintenance is not allowed to in the units.

*(b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;*

Water Availability

The Applicant will connect a new 8-inch water line to the existing 8-inch water line running north-south through the subject parcel. Water lines will be connected to each of the four hangars and each of the five proposed fire hydrants. Each hangar will be individually metered. Water pressures, flows and capacities are adequate to service the hangars and the hydrants, and Carson City will service the project with water. See approved Water Use and Fire Flow Calculations from SUP application.

*(c) The availability and accessibility of utilities;*

The proposed project has been designed to fully utilize the existing extension of utilities within the area. Available utilities located adjacent to the subject parcel include water, electrical power, television, telephone and natural gas. Electric service will be provided by Sierra Pacific Power Company, gas service by Southwest Gas Corporation, telephone by SBC, cable by Charter Communications, and Carson City will provide sewer and water services. All proposed utility services at the site will be underground.

*(d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;*

Availability of Public Services

The project should have availability and accessibility of all public services. The development will not generate any students and will not impact the school district.

The Carson City Sheriff's Department and Airport Authority Security Officers will provide police protection for the subdivision. The Sheriff's Department is located at 901 E. Musser Street and response times should be adequate since the project is relatively close to the Sheriff's Department. Additionally, there will be patrol units in the general area to reduce response times.

Fire Protection will be provided by the Carson City Fire Department, Station 2. Station 2 is located at 2400 College Parkway, and it adjoins the airport property. Station 2 houses a first-out Type I engine and a Type III wildland brush engine suitable for fighting brush and wild fires. The Fire Department should have adequate response times due to the close proximity with the development.

Mail service will not be provided at the individual hangars.

*(e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;*

Zoning and Master Plan Conformity

The parcel is zoned PR and the Master Plan designated the site as a Public/Quasi-Public area. The proposed development is consistent with existing land uses, zoning and Master Plan. The hangars are not outright permitted in the PR zoning district, but the Applicant has received SUP approval for the project. The Master Plan Checklist has been included to ensure the project is in conformance with goals of Carson City.

*(f) General conformity with the governing body's master plan of streets and highways;*

The development conforms with the intentions of the Carson Area Transportation Plan, and it will not generate large amounts of traffic or create a need for roadway improvements. The development should not generate additional traffic for the airport.

*(g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;*

Traffic

The development should not generate additional traffic for the airport. Streets in the area should not see changes in the existing levels of service.

*(h) Physical characteristics of the land such as floodplain, slope and soil;*

**Heritage Hangars  
Tentative Map Application**

The site has sparse vegetation and generally slopes to the southwest at approximately 1% to 3%. However, a small portion of the site to the east drains southeast toward an existing drainage channel, which is parallel to taxiway "B". A slight ridge occurs along the northern edge of the old runway with a grade change of approximately one foot.

The *Soil Survey of Carson City Area, Nevada* (Soil Conservation Service, 1975) classifies the onsite soils as Urban Land. Urban Land generally consists of soils that are altered by development to the point that specific classification and description is not feasible.

The site is suitable for development, and the use of the property with hangars will not create any environmental problems at the site.

*(i) The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive; and*

*See Staff Report and Agencies' comments*

*(j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.*

Fire Protection will be provided by the Carson City Fire Department, Station 2. Station 2 is located at 2400 College Parkway. Station 2 houses a first-out Type I engine and a Type III wildland brush engine suitable for fighting brush and wild fires. The Fire Department should have adequate response times due to the close proximity with the development. Adequate fire flows will be available for fire protection. Below are the fire flow calculations for the proposed Heritage Hangars located within the Carson City Airport on Lease Parcel number 219A. Based on the 2003 International Fire Code (IFC), the fire flows required for the Heritage Hangar buildings are as follows:

<b>Building Name</b>	<b>Building Area</b>	<b>IBC Building Type</b>	<b>Fire Flow Required</b>
Corsair	6300 SF	IIB	1750 GPM
Thunder Bolt	12,600 SF	IIB	2250 GPM
Lightning	12,687 SF	IIB	2500 GPM
Mustang	18,000 SF	IIB	2750 GPM

Carson City conducted a fire flow test on April 20, 2006, and determined that 3,219 gpm at 20 psi residual pressure is available adjacent to the project site at the intersection of Taxiway C and the Gate 4 entrance road. The Applicant will locate five new fire hydrants onsite.

## Master Plan Policy Checklist Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

### CHAPTER 3: A BALANCED LAND USE PATTERN

The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

#### Is or does the proposed development:

- Consistent with the Master Plan Land Use Map in location and density?

Yes.

- Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?

N/A

- Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?

Yes.

- Located in a priority infill development area (1.2a)?

N/A

- Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?

N/A

- Encourage cluster development techniques, particularly at the urban interface with surrounding public lands, as appropriate, and protect distinctive site features (1.4b, c, 3.2a)?

N/A

- At adjacent county boundaries, coordinated with adjacent existing or planned development with regards to compatibility, access and amenities (1.5a)?

N/A

- Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)?

Yes.

- In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?

N/A

- Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)?

N/A

- Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?

Yes.

- If at the urban interface, provide multiple access points, maintain defensible space (for fires) and are constructed of fire resistant materials (3.3b)?

N/A

- Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3d, e)?

Yes.

- Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?

Yes.

- If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

N/A

#### CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

##### Is or does the proposed development:


- Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b, c)?

N/A

- Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

N/A

## CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

### Is or does the proposed development:

- Incorporating public facilities and amenities that will improve residents' quality of life (5.5e)?

N/A


- Promote revitalization of the Downtown core (5.6a)?

N/A

- Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

N/A

## CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

### Is or does the proposed development:

- Promote variety and visual interest through the incorporation of varied lot sizes, building styles and colors, garage orientation and other features (6.1b)?

N/A

- Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?

**Airport hangars are designed to be functional. The hangars will be consistent and compatible with other buildings within the Airport area. Entrances will be clearly marked and the site will be consistent Development Standards.**

- Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?

**Yes. The density standards established in the SUP application are consistent and compatible.**



- If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?

N/A

- If located Downtown:
  - Integrate an appropriate mix and density of uses (8.1a, e)?
  - Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
  - Incorporate appropriate public spaces, plazas and other amenities (8.1d)?

N/A

## CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks to promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

### Is or does the proposed development:

- Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?

N/A

- Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?

Yes.

- Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

N/A

The following acknowledgment and signature are to be on the response to the questionnaire prepared for the project. Please type the following, signed statement at the end of your application.

**ACKNOWLEDGMENT OF APPLICANT**

I certify that the foregoing statements are true and correct to the best of my knowledge and belief. I agree to fully comply with all conditions as established by the Planning Commission/ Board of Supervisors. I am aware that this permit becomes null and void if the use is not initiated within one year of the date of the Planning Commission/Board of Supervisors approval; and I understand that this permit may be revoked for violation of any of the conditions of approval. I further understand that approval of this application does not exempt me from all City Code requirements.

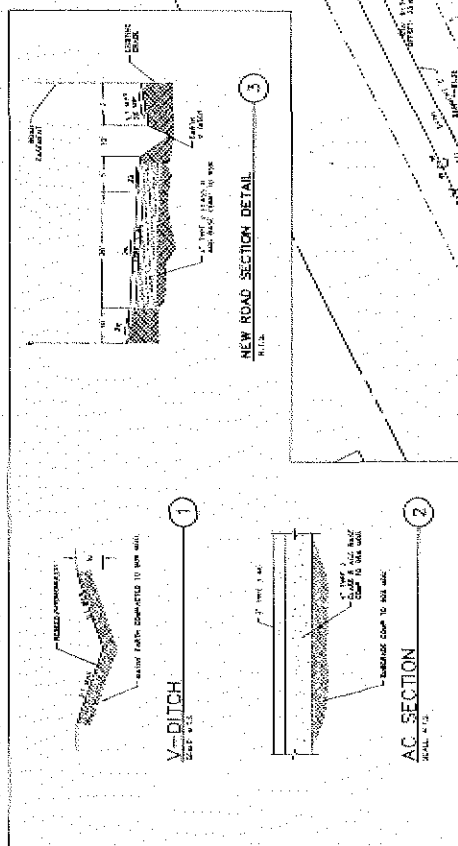
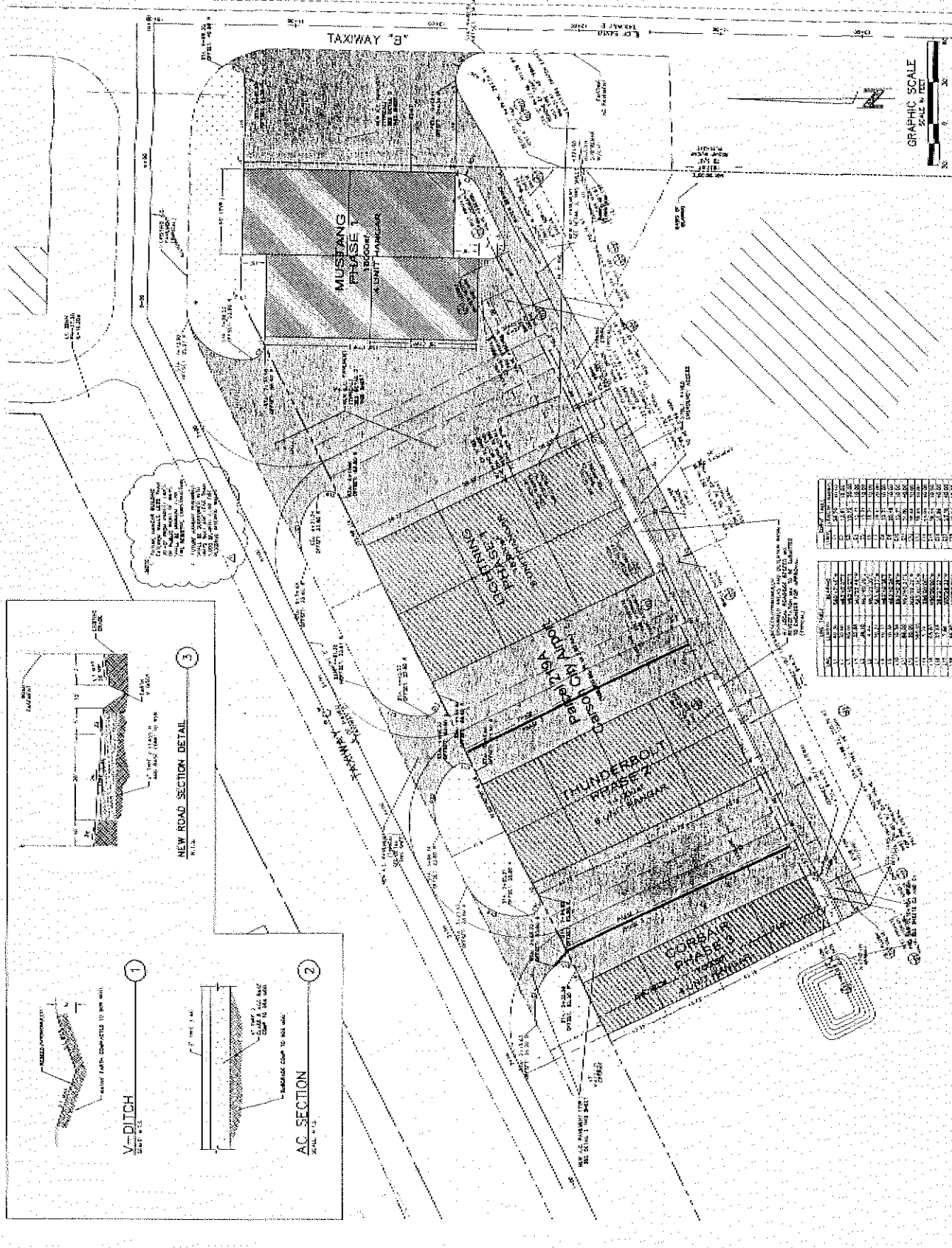
  
Applicant's Signature

4/18/07  
Date

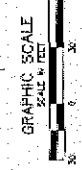
**EXHIBITS**

**A. 11" x 17" Site Plan**

NO.	DATE	DESCRIPTION
1	10/15/10	PRELIMINARY
2	11/15/10	REVISED
3	12/15/10	REVISED
4	01/15/11	REVISED
5	02/15/11	REVISED
6	03/15/11	REVISED
7	04/15/11	REVISED
8	05/15/11	REVISED
9	06/15/11	REVISED
10	07/15/11	REVISED
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72	09/15/16	REVISED
73	10/15/16	REVISED
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76	01/15/17	REVISED
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80	05/15/17	REVISED
81	06/15/17	REVISED
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83	08/15/17	REVISED
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94	07/15/18	REVISED
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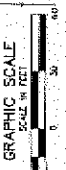
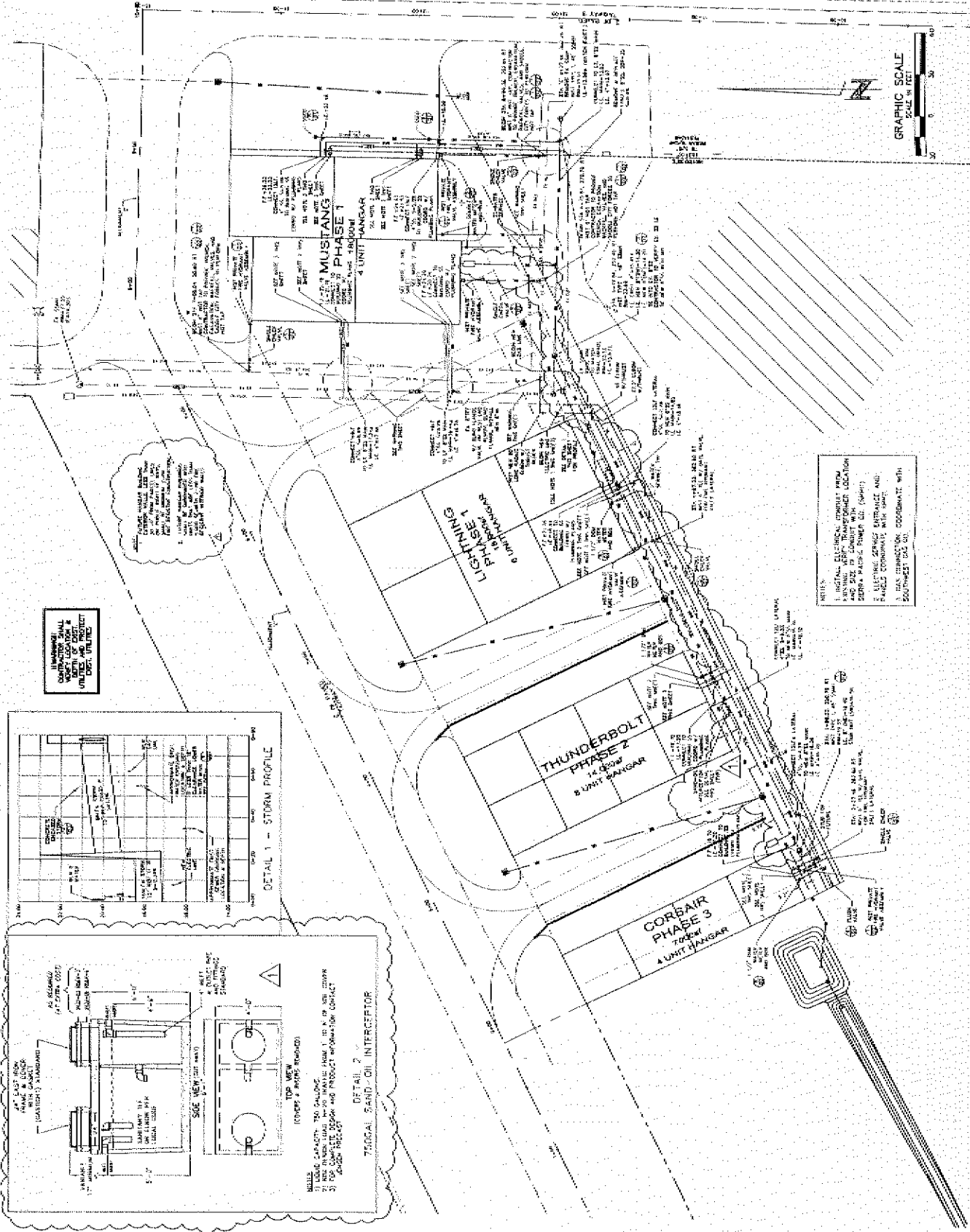


NO.	AREA	AREA (SQ. FT.)	AREA (SQ. YD.)
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99	LOT 99	10,000	111.11
100	LOT 100	10,000	111.11



**B. 11" x 17" Utility Plan**

REV	DATE	DESCRIPTION
1	08/14/2013	ISSUED FOR PERMIT
2	08/14/2013	ISSUED FOR PERMIT
3	08/14/2013	ISSUED FOR PERMIT
4	08/14/2013	ISSUED FOR PERMIT
5	08/14/2013	ISSUED FOR PERMIT
6	08/14/2013	ISSUED FOR PERMIT
7	08/14/2013	ISSUED FOR PERMIT
8	08/14/2013	ISSUED FOR PERMIT
9	08/14/2013	ISSUED FOR PERMIT
10	08/14/2013	ISSUED FOR PERMIT

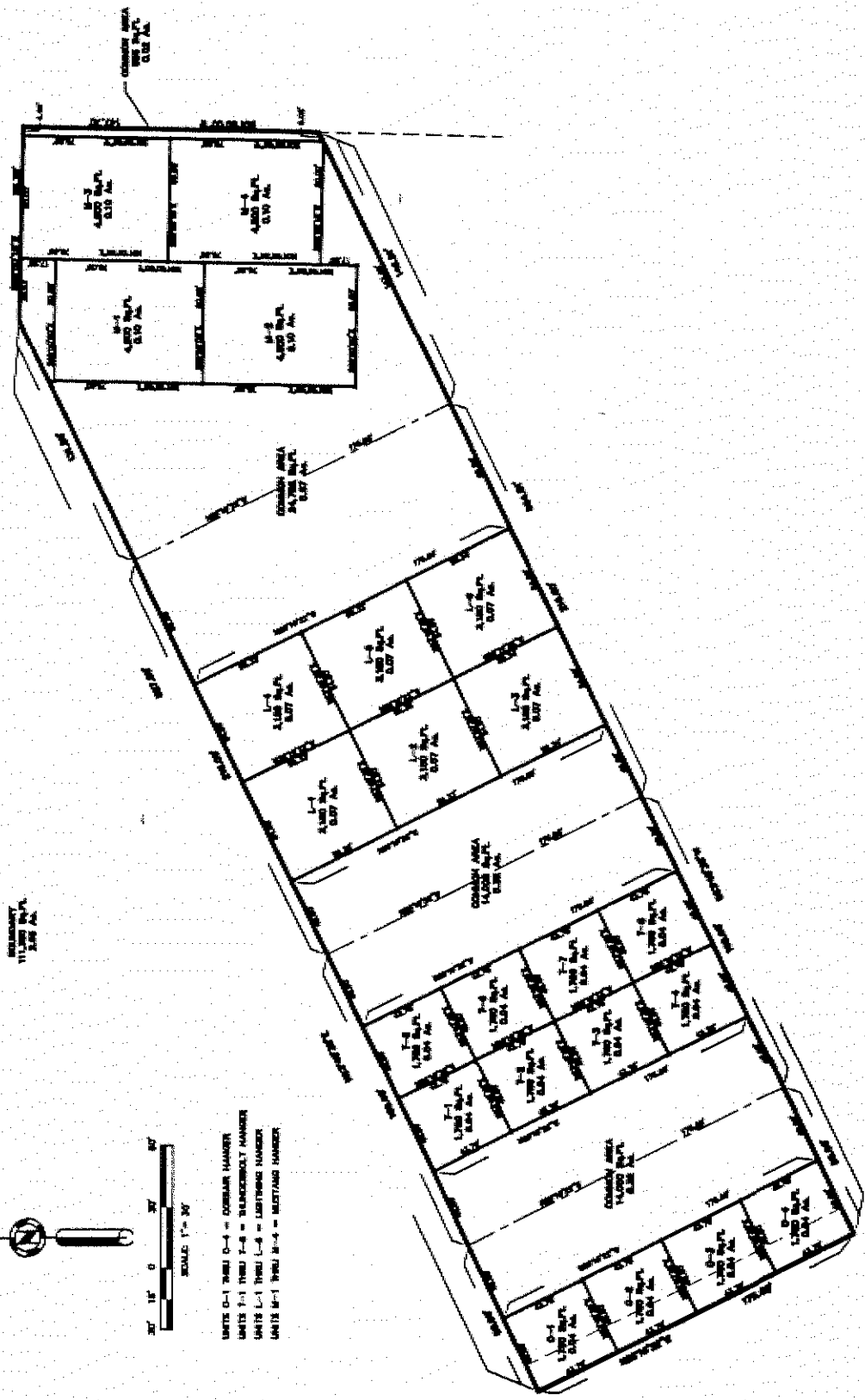


**C. 8 1/2" x 11" Tentative Map**





UNITS 0-1 THRU 0-4 = CORSAIR HANGAR  
 UNITS 1-1 THRU 1-4 = BLACKBOLT HANGAR  
 UNITS 2-1 THRU 2-4 = LANTERN HANGAR  
 UNITS 3-1 THRU 3-4 = MUSTANG HANGAR



**TENTATIVE MAP**  
 FOR  
**HERITAGE HANGERS**  
 LEASE PARCEL 219A  
 LOCATED WITHIN A PORTION OF THE AREA OF SECTION 4,  
 T. 19 N., R. 10 E., S. 24 E., 1/4  
 CHANDLER CITY, OKLAHOMA

LUMOS  
 100 S. CENTRAL PARKWAY  
 CHANDLER CITY, OKLAHOMA  
 74010-0000  
 (405) 221-1111  
 WWW.LUMOS.COM

PLAN FOR REVIEW FOR \_\_\_\_\_ DAY OF \_\_\_\_\_  
 BY \_\_\_\_\_ AT \_\_\_\_\_  
 IN \_\_\_\_\_ COUNTY, STATE OF OKLAHOMA  
 OFFICIAL RECORDS OF CHANDLER CITY,  
 OKLAHOMA AT THE OFFICE OF \_\_\_\_\_  
 RECORDING FEE: \_\_\_\_\_  
 FILE NO.: \_\_\_\_\_  
 SHEET 1 OF 1









## **D. Building Elevations**


**D. Building Elevations**

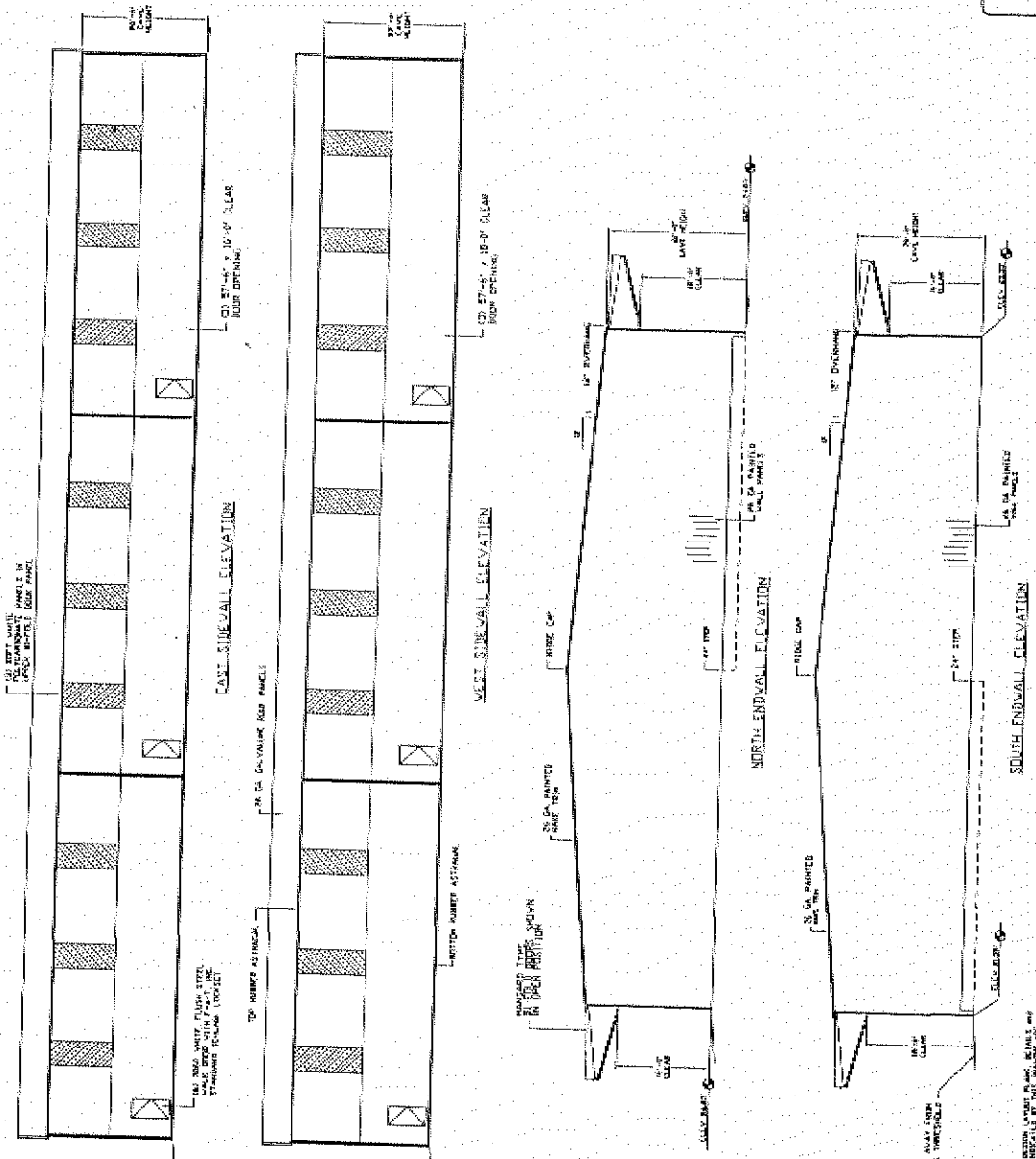






LIGHTNING-PHASE I

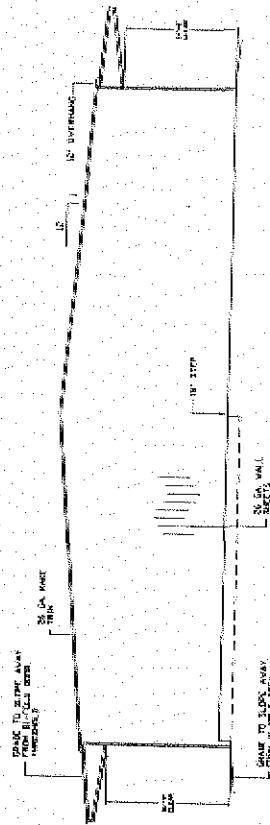
	
THE LABEL GROUP, LLC 10000 W. HUNTERS DRIVE SUITE 100 RENO, NV 89521	
PROJECT: [REDACTED] CLIENT: [REDACTED]	
DATE: [REDACTED]	
DRAWING NO.: [REDACTED]	
SHEET NO.: 3 OF 12	



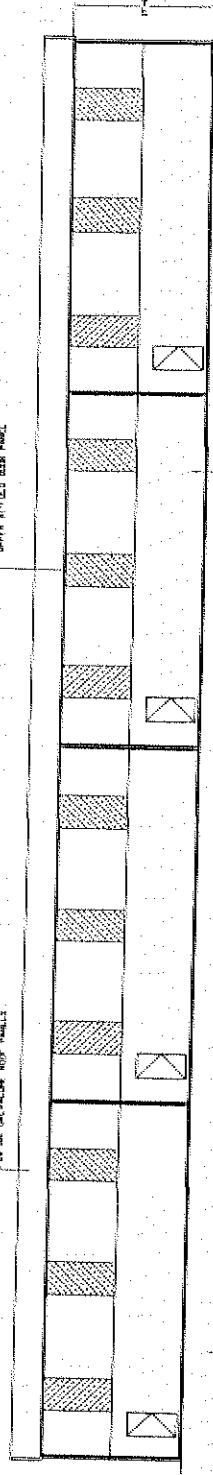
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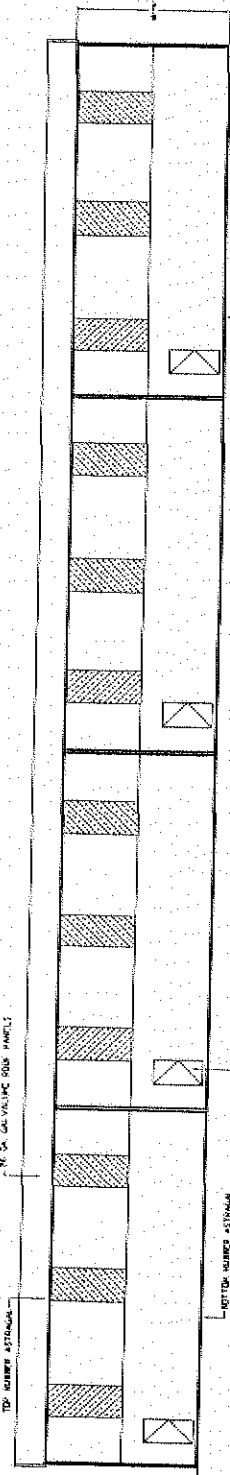
NORTH ENDWALL ELEVATION



SOUTH ENDWALL ELEVATION



EAST SIDEWALL ELEVATION



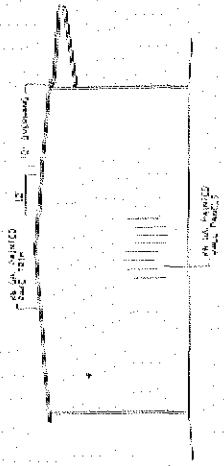
WEST SIDEWALL ELEVATION

THUNDERBOLT PHASE 2

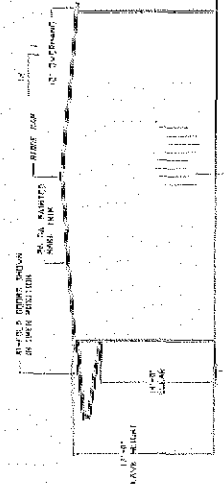
25, 451 JUNE STREET WESTPORT, NY 10994-1000 TEL: 845-369-7700	
C. S. P. DEVELOPERS, LLC 100 WEST 100TH STREET PLAZA, 10TH FLOOR NEW YORK, NY 10025	
C. S. P. DEVELOPERS, LLC 100 WEST 100TH STREET PLAZA, 10TH FLOOR NEW YORK, NY 10025	
2 EAST BIRCHWOOD CT ELEVATIONS	
DATE: 11/11/11 DRAWN BY: [blank] CHECKED BY: [blank]	SHEET NO: 3 OF 11

NO.	DESCRIPTION	DATE

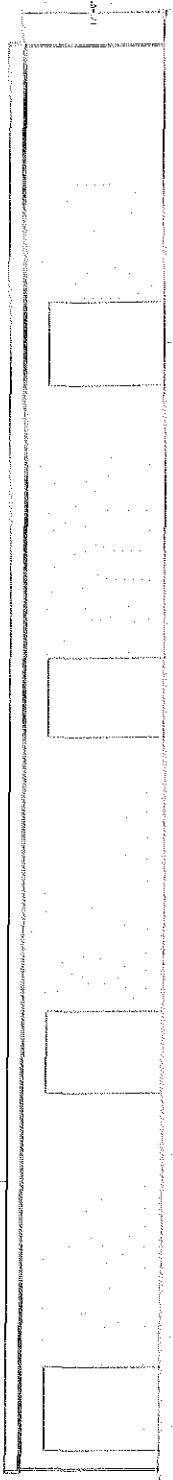
ALL DIMENSIONS UNLESS OTHERWISE NOTED.  
 CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF SITE.  
 CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF SITE.  
 CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF SITE.



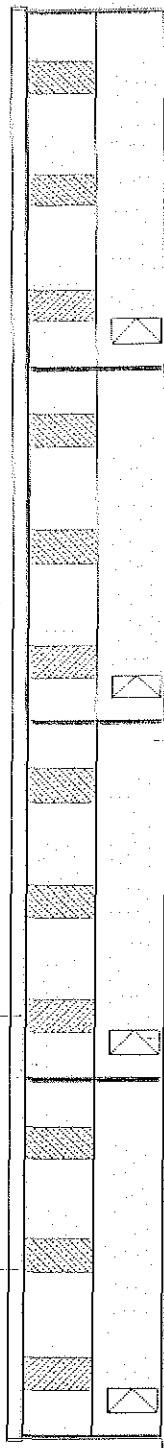
NORTH END WALL ELEVATION



NORTH END WALL ELEVATION



EAST SIDE WALL ELEVATION



WEST SIDE WALL ELEVATION

CORSAIR PHASE 3

110 WEST PARK STREET SUITE 200 FARMINGDALE, NY 11737	
F.L.S. DEVELOPMENT, LLC 1000 W. LINDEN BLVD FARMINGDALE, NY 11737	
4 UNIT ROAD #3	
ELEVATION	
DATE:	3 OF 10

THIS DOCUMENT IS THE PROPERTY OF EFC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN CONSENT OF EFC, INC.

## **E. Lease Agreement**

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD

2004 JUN 23 PM 2:20

FILE NO. 320769

ALAN GLOVER  
CARSON CITY RECORDER

FEES MC DEP RA

APN none

APN \_\_\_\_\_

APN \_\_\_\_\_

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Carson City Airport Lease  
Agreement

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

320769

**CARSON CITY AIRPORT LEASE AGREEMENT**

This lease, made and entered into this 21<sup>st</sup> day of MAY, 2004, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, and PATRICK DANG ENTERPRISES, LLC.(Tenant), whose address is 2130 Lakeridge Drive, Reno, NV 89509.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter into a lease as regards certain ground space for construction of one or more hangars pursuant to the provisions of Title 19 of the Carson City Municipal Code; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant ground space consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport identified as Lot 219A, which is the east 1/2 of Lot 219 as set forth on the Record of Survey Map recorded February 29, 1996, and as fully described on Exhibit A ("Legal Description") to this lease (premises), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall be fifty (50) years from the date of execution hereunder.

3. RENT. Tenant shall pay to Landlord:

A. \$16,335.00 per year (\$1,361.25 per month); calculated as \$0.15 per square foot per year for the entire leased area (108,900 sq. ft.) Rent shall be payable monthly with the first 3 years payments due in advance and with payments thereafter due on the first day of each month. There will be an adjustment payment in the 3<sup>rd</sup> year to adjust for the CPI increase set forth in Paragraph 4 below. Tenant shall be responsible for the paving of ramp area within the leasehold boundaries per bid condition.

B. Tenant shall pay \$12,000 in advance, as and for utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, separate and apart from any hookup fees assessed by the Carson City Utility Department.

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4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2005, during the term of this Lease. Such adjustment of rental shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the Price Index) for the preceding two year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency. Landlord shall measure each two year adjustment using the most recently available report, recognizing that it may be necessary to use a 2 year period with a final quarter ending prior to each December 31 adjustment date. In no event, however, shall any decrease in the Consumer Price Index result in a decrease of the rental below the base rate. For example, if the CPI for December 2006 is 155.0 (1982-1984=100) and for December 2004 is 150.0, then the rent would be adjusted by the difference(155.0-150.0) divided by 150.0 which equals a 3.3% increase.

5. IMPROVEMENTS. Tenant shall commence construction of the subject improvement within one (1) year of date of execution of this lease.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises (failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).

C. Failure to perform any other provision of this lease including the construction requirements, if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If Tenant can demonstrate to the satisfaction of Landlord the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

D. Filing a petition of voluntary or involuntary bankruptcy.

E. The making by the tenant of any general assignment for the benefit of creditors.

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after applying the rent received from the reletting as provided in this paragraph.

B. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; machinery, parts and tools associated with the stored aircraft; office space associated with the stored aircraft, and is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord. Tenant is, by this lease, an authorized FBO for the inside storage of aircraft, and shall comply with the provisions of Title 19 applicable to the public provision of aircraft storage for multiple aircraft hangars. Tenant shall not perform any salvage, rehabilitation, maintenance, construction or reconstruction, commercial, or industrial operations for any aeronautical uses, vehicles, and equipment except for aircraft owned by Tenant unless authorized by Landlord. Except as specified in this Lease, Tenant is prohibited from any fixed base operations which are revenue producing in or on or from Tenant's facility. Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this Lease and other leases on this airport. Landlord's decision shall be final as to claims of conflict over interfering uses.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiway area between premises and runway. Tenant shall be responsible for, and control the access to, the

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premises. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, or access plans.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this Agreement.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. All exemptions or applications must have the prior approval of Landlord.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees as a covenant running with the land that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of

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Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this Agreement and in the event of such noncompliance, the Landlord shall have the right to terminate this lease Agreement without liability or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Carson City Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all

publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Carson City Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Carson City Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within

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the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars but such Association shall be a single entity responsible to Landlord. Tenant shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

Tenant shall have the right to assign, pledge, or hypothecate this lease for the purpose of securing additional financing, upon the prior approval of Landlord.

The parties agree that a transfer of corporate interests in excess of twenty-five percent (25%) shall be deemed an assignment of this lease.

The Landlord reserves the right to assign, pledge, or hypothecate this Agreement upon notice to the Tenant.

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at his own cost, insurance coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00), the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Carson City Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Statutory workers' compensation and employer's liability coverage to the extent required by law.

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4. Fire and extended coverage and vandalism and malicious mischief insurance, as provided by the lease Agreements, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Insured Includes. Landlord and Carson City must be named as an additional insured and requires that the insurance carrier underwriting such coverage give the Landlord thirty (30) days written notice prior to cancellation of or material alteration to the policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, and renewals or extensions of same.

C. Review of Insurance coverage. Landlord and Carson City reserve the right, every five years, to review and adjust the amount of insurance coverage required.

11. HOLD HARMLESS. The Tenant, in consideration of the Landlord's agreement to lease certain real property to Tenant pursuant to this Agreement, agrees that at all times during the term of this Agreement, Tenant shall indemnify and defend, saving harmless Landlord and Carson City, their officers, boards, commissions, agents, and employees from any and all claims directly related to or connected with the use of occupation of the leasehold property by any person whatsoever on account of property damage, injury, or death of a person or persons acting on behalf of, or upon the request of, the Tenant during the term of this Agreement.

The Tenant further agrees to indemnify Landlord and Carson City from environmental liability for contamination or damage to the premises and any adjacent area to the premises related or connected with the occupation or use of the leasehold property.

Landlord, and Carson City, their officers' boards, commissions, agents, and employees shall be held harmless in all respect for any cost, expense, or liability of any nature which may be incurred by the Tenant during the term of this Agreement.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws and Permits. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

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- (a) a release of a Hazardous Substance in or about the Premises and/or Lands except in strict compliance with Environmental Laws and any applicable Permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws.

Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands, except in compliance with applicable Environmental Laws. If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands, the Tenant will take all necessary action, at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

**Environmental Indemnity.** The Tenant will indemnify and save harmless the Landlord, and Carson City, their officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section;

320769

(b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands;

(c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands; or

(d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. MAINTENANCE. Landlord is not required to provide any maintenance, repairs, removal, and construction of gross area leased or of buildings or facilities erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, and sewer charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas on behalf of Tenant and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessment against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall construct improvements in accordance with Exhibit B and shall remove at his cost all buildings and improvements upon termination of the Agreement and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The

F 320769

Landlord shall have the option on expiration of lease period to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Carson City Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord, Carson City and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Carson City Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this Lease are subject to the regulations and provisions of law applicable to the operation of the Carson City Airport as a Federal Aid Airport Project. If any provision of this Lease is invalid, the other provisions of the Lease which are valid shall remain in effect, and the Lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of the Lease provisions.

The Tenant agrees to observe and obey during the terms of this Lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Carson Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this Lease for the purpose of, and to the extent necessary, to maintain law, order, and safety, and has the authority and the right to deny access to the Carson Airport by any person who fails to obey all relevant laws, rules, and regulations.

19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this Lease, or to such other address as may be designated in writing by such party.

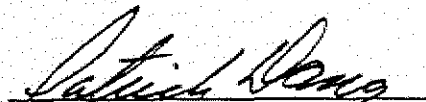
20. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the bid submissions.

320769



TENANT  
PATRICK DANG ENTERPRISES, LLC

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
Patrick Dang, Member/Manager

  
Hariow Norvell, CHAIRMAN

ATTEST:

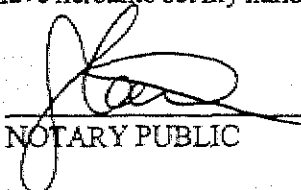
  
Wilma J. Dang, Member/Manager

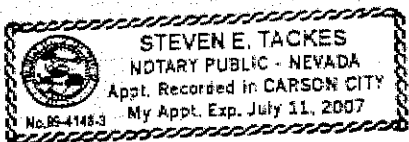
  
Gene Sheldon, TREASURER

STATE OF NEVADA            )  
  : SS  
COUNTY OF CARSON CITY )

On this 24<sup>th</sup> day of May, 2004, before me, the undersigned, a Notary Public, personally appeared PATRICK DANG and WILMA DANG, known to me to be the persons described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

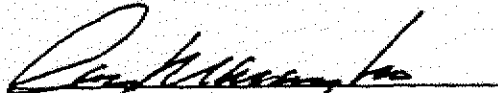
  
NOTARY PUBLIC (SEAL)



F. 320769

CARSON CITY

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2004.


  
RAY MASAYKO, Mayor

CITY'S LEGAL COUNSEL  
Approved as to form.

  
ALAN GLOVER, Clerk/Recorder

  
DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL  
Approved as to form

  
STEVEN E. TACKES, ESQ.

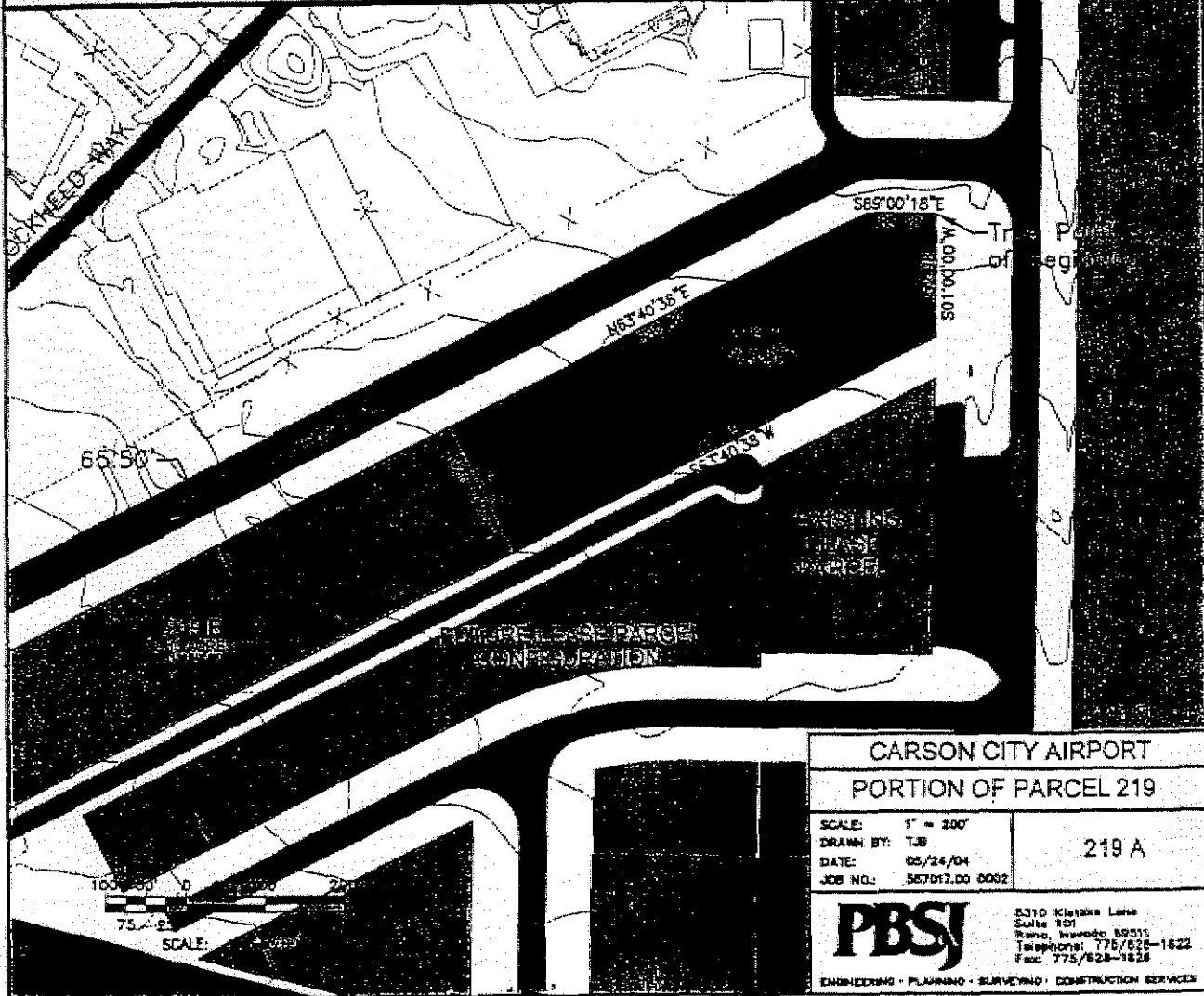
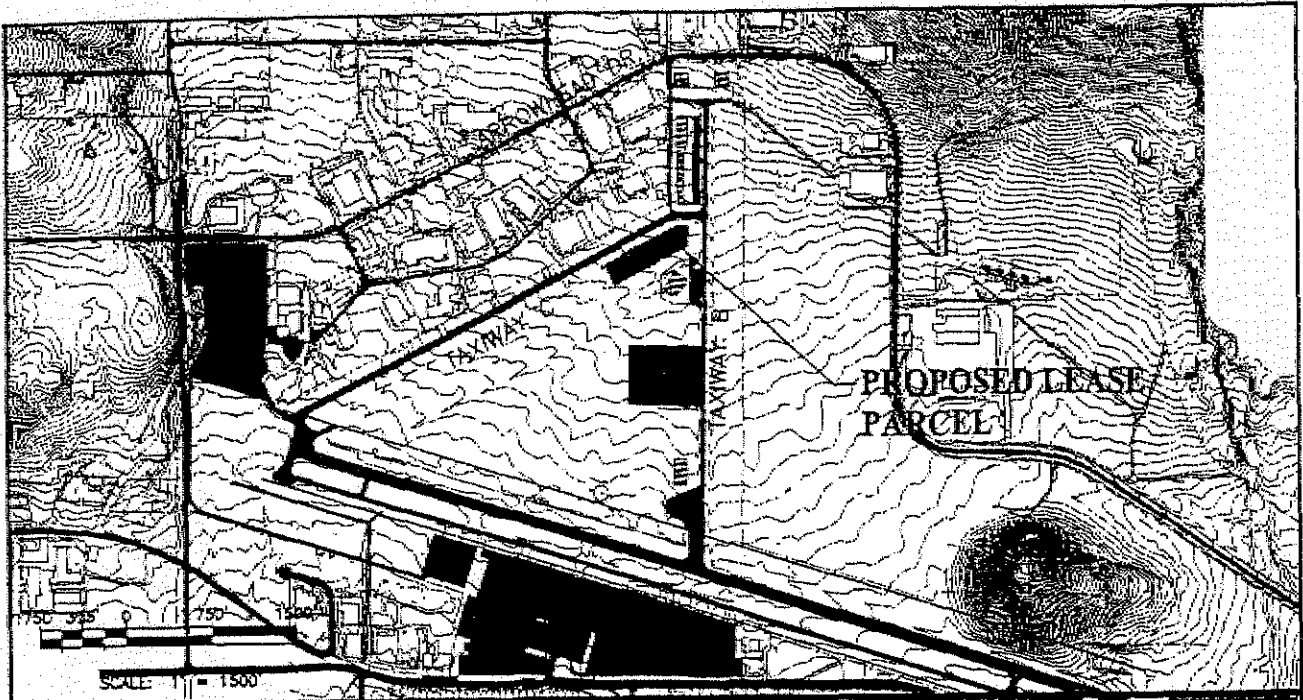
P. 320769

**Exhibit A**  
**Metes and Bounds Description**  
**for Lease Parcel 219A As Shown On The**  
**Carson City Airport Lease Parcel Map**

All that portion of land as shown on the exhibit for the Carson City Airport, more particularly described as follows:

Beginning at the North Section Corner common to Sections 4 and 3, Township 15 North, Range 20 East, MDBM, thence S 00° 54' 18" W a distance of 806.79-feet; thence N 89° 00' 18" W a distance of 385.85-feet to northeast corner of the parcel and the True Point of Beginning, thence S 01° 00' 00" W a distance of 152.98-feet to the southeast corner of the parcel, thence S 63° 40' 38" W a distance of 587.79-feet to the southwest corner of the parcel, thence N 26° 19' 22" W a distance of 175.00-feet to the northwest corner of the parcel, thence N 63° 40' 38" E a distance of 582.32-feet to an angle point, thence S 89° 00' 18" E a distance of 85.18-feet to the northeast corner of the parcel and the True Point of Beginning. Said parcel containing 2.50 acres more or less.

320769



CARSON CITY AIRPORT  
PORTION OF PARCEL 219

SCALE: 1" = 200'  
DRAWN BY: TJB  
DATE: 05/24/04  
JOB NO.: 567017.00 0002

219 A

**PBSJ**  
ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION SERVICES

5310 Kleitka Lane  
Suite 101  
Reno, Nevada 89515  
Telephone: 775/822-1622  
Fax: 775/822-1628

**APPENDIX A  
CARSON CITY AIRPORT AUTHORITY**

**DEVELOPMENT/CONSTRUCTION STANDARDS**

**CODE REQUIREMENTS** - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

**OUTSIDE STORAGE AREA** - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

**WATER** - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

**FIRE HYDRANTS** - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

**POWER** - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

**FLOORS** - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

**COLORS** - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

**DOOR HEIGHT** - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLERA SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

**NEW CONSTRUCTION** - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

**LIGHTING** - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

**PARKING** - PARKING SPACES SHAL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

**FENCING** - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

**TRASH** - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

320769

**EXHIBIT B**  
**CONSTRUCTION EXHIBITS**

If required by any Federal, State, or local agency, the Tenant shall prepare and submit an environmental Phase I audit. All structures erected, and paved areas on the Airport, shall comply with all applicable County and State building, health, and safety regulations, including, if applicable, any other building, fire, sign, electrical, heating, zoning, and plumbing codes. Architectural design of all structures and paving shall be reviewed and approved by the Carson City Airport Authority.

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens.

Tenant is obligated to secure all permits that are necessary and required to construct or develop any building, improvements, and additions upon lease parcel.

1. **CONSTRUCTION ON PREMISES.** Tenant shall comply with all Federal, State, and local laws, ordinances, orders, judgments, decrees, regulations, directives, and requirements now, or which may be, applicable to the construction of improvements on the operations and uses of the premises.

**A. Construction Phasing**

1. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.
2. All permits obtained for construction within 120 days next following.
3. All construction completed within two years of the effective date of the lease.

**B. Failure to Use Property.** Failure by Tenant to satisfy the requirements as set forth above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

C. Certificate of Completion. Upon completion of the improvements, Tenant shall submit to the Landlord a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any Federal, State, County, or other local government or agency in connection with the completion or occupancy by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "as built" drawings of any and all improvements not later than ninety (90) days following the completion, occupancy, or initial use of such improvements, whichever comes first.

2. TITLE TO IMPROVEMENTS AND FIXTURES. During the term of this lease, all improvements (other than trade fixtures) erected, installed, or constructed by Tenant on the premises shall become part of the land upon which they are erected, or part of the building to which they are affixed, and title to such improvements, facilities, or alterations shall remain with Tenant. "Trade fixtures" shall remain the property of Tenant and that term shall include, but shall not be limited to, personal property, signs used to identify the Tenant's facilities in and about the premises, and all machinery and equipment installed in, placed on, or used in connection with Tenant's operation.

APN 219A on Carson  
City Airport Lease  
APN Subst Map 8-29-06

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
2006 OCT 19 PM 3:15  
360014  
FILE NO. \_\_\_\_\_  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE 11 C DEP RD

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Amended Lease Agreement  
Document 0320769

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

360014



**AMENDMENT TO  
CARSON CITY AIRPORT LEASE AGREEMENT**

This Amendment to lease, made and entered into this 28<sup>th</sup> day of August, 2006, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, and PATRICK DANG ENTERPRISES, LLC (Tenant), whose address is 2130 Lakeridge Drive, Reno, NV 89509.

WITNESSETH:

WHEREAS, the Tenant and Landlord entered into a lease as regards certain ground space for construction of one or more hangars pursuant to the provisions of Title 19 of the Carson City Municipal Code; and

WHEREAS, the parties desire to amend such lease to add approximately 14 feet to the end dimension of the lease and adjust the rent accordingly; and

THEREFORE, Landlord and Tenant agree as follows:

1. The area leased is enlarged by 14 feet as shown in Exhibit A ("Legal Description") to this Amendment.

2. The recurring rent under the lease shall be adjusted from \$16,335.00 per year (\$1,361.25 per month); calculated as \$0.15 per square foot per year for the previously leased area (108,900 sq. ft.) to \$16,702.20 per year (\$1,391.85 per month); calculated as \$0.15 per square foot per year for the new total leased area (111,348 sq. ft.) Rent shall be payable monthly with the first 3 years payments having been paid in advance, and with payments thereafter due on the first day of each month. There will be an adjustment payment in the 3<sup>rd</sup> year to adjust for the CPI increase set forth in Paragraph 4 of the lease. Tenant shall be responsible for the paving of ramp area within the leasehold boundaries per bid condition.

3. All of the other terms and conditions of the original lease are unchanged.

TENANT  
PATRICK DANG ENTERPRISES, LLC

  
Patrick Dang, Member/Manager

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
Neil Weaver, CHAIRMAN

360014

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WITNESSETH:

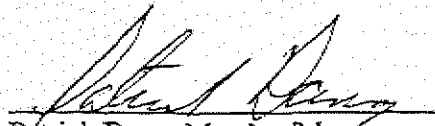
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3. All of the other terms and conditions of the original lease are unchanged.

TENANT  
PATRICK DANG ENTERPRISES, LLC

  
Patrick Dang, Member/Manager

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
Neil Weaver, CHAIRMAN

360014

APN 219A on Carson  
City Airport Lease  
APN Reduct Map 8-29-06

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
2006 OCT 19 PM 3:16  
360014  
FILE NO. \_\_\_\_\_  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$1.00 DEF     

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Amended Lease Agreement  
Document 0320769

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

360014

Wilma J. Dang  
Wilma J. Dang, Member/Manager

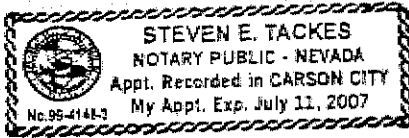
ATTEST:  
Collie Hutter  
Collie Hutter, TREASURER

STATE OF NEVADA )  
COUNTY OF Carson City : ss )

On this 9th day of October, 2006, before me, the undersigned, a Notary Public, personally appeared PATRICK DANG and WILMA DANG, known to me to be the persons described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

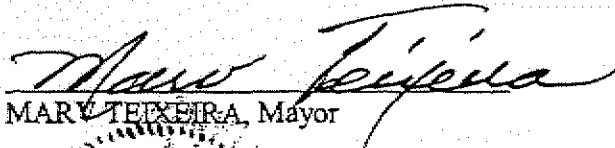
Steven E. Tackes  
NOTARY PUBLIC (SEAL)

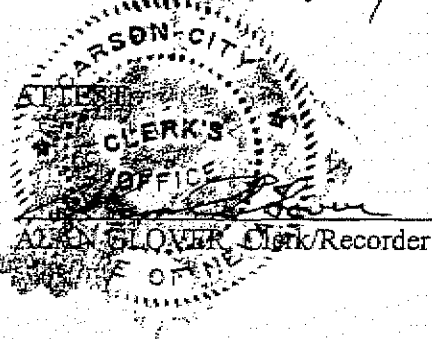


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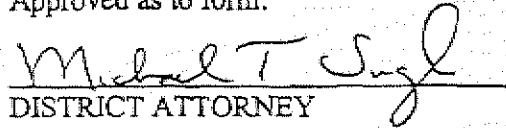
CARSON CITY

Approved by the Board of Supervisors this 19<sup>th</sup> day of Oct, 2006.

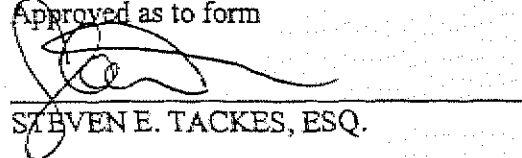
  
\_\_\_\_\_  
MARY TEIXEIRA, Mayor

  
\_\_\_\_\_  
ALAN FLOWER, Clerk/Recorder

CITY'S LEGAL COUNSEL  
Approved as to form.

  
\_\_\_\_\_  
DISTRICT ATTORNEY


AIRPORT AUTHORITY COUNSEL  
Approved as to form

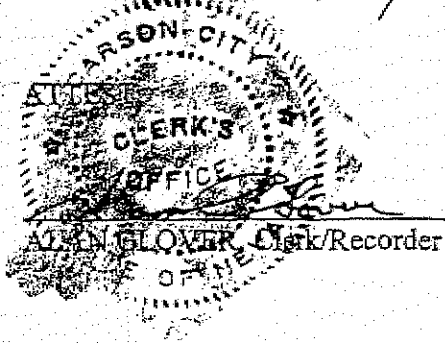
  
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STEVEN E. TACKES, ESQ.

360014

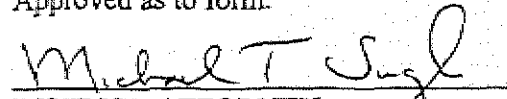
CARSON CITY

Approved by the Board of Supervisors this 19<sup>th</sup> day of Oct, 2006.

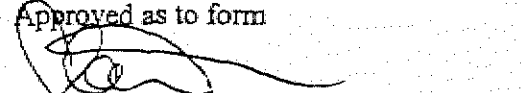
  
\_\_\_\_\_  
MARY TEIXEIRA, Mayor



CITY'S LEGAL COUNSEL  
Approved as to form.

  
\_\_\_\_\_  
DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL  
Approved as to form

  
\_\_\_\_\_  
STEVEN E. TACKES, ESQ.

360014

ATTEST:

Wilma J. Dang  
Wilma J. Dang, Member/Manager

Collie Hutter  
Collie Hutter, TREASURER

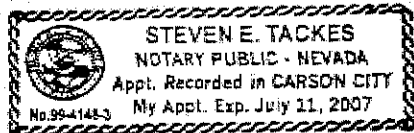
STATE OF NEVADA )

COUNTY OF Carson City ) : ss

On this 9th day of October, 2006, before me, the undersigned, a Notary Public, personally appeared PATRICK DANG and WILMA DANG, known to me to be the persons described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Steven E. Tackes  
NOTARY PUBLIC (SEAL)



360014

Exhibit A

**Metes and Bounds Description  
for Lease Parcel 219A As Shown On The  
Carson City Airport Lease Parcel Map  
8-29-06**

All that portion of land as shown on the exhibit for the Carson City Airport, more particularly described as follows:

Beginning at the North Section Corner common to Sections 4 and 3, Township 15 North, Range 20 East, MDBM, thence S 20° 16' 19" W a distance of 1,107.22-feet to a rebar with a cap inscribed with PLS 6304; thence N 01° 00' 00" E a distance of 240.00-feet to the northeast corner of the parcel and the True Point of Beginning, thence S 01° 00' 00" W a distance of 147.70-feet to the southeast corner of the parcel, thence S 63° 40' 38" W a distance of 604.51-feet to the southwest corner of the parcel, thence N 26° 19' 22" W a distance of 175.00-feet to the northwest corner of the parcel, thence N 63° 40' 38" E a distance of 587.55-feet to an angle point, thence S 89° 00' 18" E a distance of 95.39-feet to the northeast corner of the parcel and the True Point of Beginning. Said parcel containing 2.56 acres more or less.

360014



**F. Utility Easement Letter**

# CARSON CITY AIRPORT

2500 E. GRAVES LANE #6, CARSON CITY, NV 89706 • (775) 687-1234 • FAX (775) 857-1235


March 12, 2006

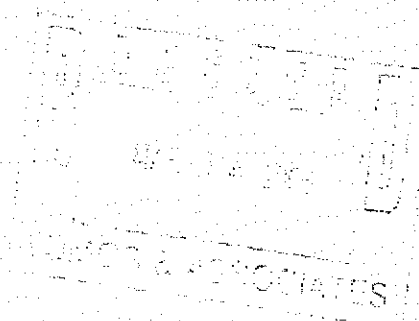
Mr. Thomas W. Young  
Lanes and Associates, Inc.  
8001 College Parkway  
Carson City, NV 89706

Mr. Young,

Referring to parcel 219A at the Carson City Airport, it is the intention of the Airport that a 50-foot wide strip of Airport property along the Southern border of parcels 219A and 219B be used as the Utility Easement for those two parcels. This easement is shown on the attached drawing of the lease Parcel Map showing lease parcels 219A and 219B.

Sincerely,

  
Ryan Weaver  
Airport Manager  
Carson City Airport  
8001 College Parkway  
Carson City, NV 89706



**G. CCR's**

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
HERITAGE HANGAR ASSOCIATION  
(A NON-PROFIT LEASEHOLD INTEREST COMMUNITY)**

RECITALS:

A. Declarant, PATRICK DANG ENTERPRISES, LLC, is the owner of a leasehold interest over that certain real property situate in the city and county of Carson City, State of Nevada, and described in Exhibit "A" hereto and by this reference incorporated herein ("the Property").

B. Declarant intends to create, or through an affiliate cause to be created, a leasehold interest community within the Property as defined in Chapter 116 of the Nevada Revised Statutes (the "Act") and to sell and convey Hangars (below defined) therein subject to the covenants, conditions, restrictions, equitable servitudes, and charges set forth herein which establish a general plan of improvement for the benefit of all of the Hangars.

C. Declarant reserves the right to create a maximum of \_\_\_\_\_ ( ) Hangars within the Project (below defined).

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved, or otherwise affected in any manner, subject to the declarations, limitations, easements, covenants, conditions and general plan for the development, improvement, and sale of the Property, and are restrictions set forth in this Declaration, all of which are hereby declared to be in furtherance of a further declared to be for the purpose of enhancing, maintaining and protecting the value and attractiveness thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, or as liens, as the case may be, and shall constitute benefits and burdens to the Declarant and its successors and assigns and to all parties hereafter acquiring or owning any interest in the Property in whatever manner such interest may be obtained.

ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article.

1.1 "Act" means Chapter 116 of the Nevada Revised Statutes.

1.2 "Allocated Interest" means with respect to each Hangar the percentage set forth on Exhibit "B" attached hereto."

1.3 "Architectural Control Committee" or "Architectural Committee" means the Board acting as the architectural control committee under this Declaration.

1.4 "Architectural Committee Rules" means the rules adopted by the Architectural Committee.

1.5 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.6 "Association" means HERITAGE HANGAR ASSOCIATION.

1.7 "Association Property" means all real and personal property now or hereafter owned by or leased to the Association or in which the Association has a recognizable legal or equitable present or future interest.

1.8 "Beneficiary" means a beneficiary under a deed of trust or a mortgagee under a mortgage, and/or the assignee of such beneficiary or mortgagee.

1.9 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.10 "Bylaws" means the Bylaws of the Association.

1.11 "Common Area" or "Common Elements" means the entire Project excepting all Hangars.

1.12 "Common Expenses" shall have the meaning set forth in paragraph 6.4.1 hereof.

1.13 "Leasehold Interest Community" means an estate in real property consisting of leasehold interest in a Hangar, together with all easements, rights and appurtenances belonging thereto. The Association shall be the sole owner of all common area Leasehold Interest mentioned herein.

1.14 "Declarant" means PATRICK DANG ENTERPRISES, LLC, a Nevada limited liability company. At such time, if any, as Declarant or any successor Declarant transfers its Special Declarant's Rights to a Successor Declarant pursuant to the provisions hereof, Declarant shall mean such Successor Declarant.

1.15 "Declaration" or "this Declaration" means this instrument entitled "Declaration of Covenants, Conditions, and Restrictions for HERITAGE HANGARS (A Leasehold Common Interest Community), and any and all amendments thereto.

1.16 "Deed of Trust" means a deed of trust or a mortgage encumbering any portion or all of the Property.

1.17 "Eligible Insurer" means an insurer or guarantor of a First Deed of Trust which has requested notification pursuant to the provisions of paragraphs 9.5.

1.18 "Eligible Mortgage Holder" means the holder of a First Deed of Trust, which has requested notification pursuant to the provisions of paragraphs 9.5.

1.19 "Final Map" means the Final Map for the Property which was recorded on \_\_\_\_\_, 19\_\_\_\_, in the office of the County Recorder of Carson City, Nevada, as Instrument No. \_\_\_\_\_ and by this reference incorporated herein, or any other form of legal conveyance.

1.20 "First Deed of Trust" means a Deed of Trust having priority over all other Deeds of Trust encumbering the same portion of the Property.

1.21 "Foreclosure" means a foreclosure under a Deed of Trust by judicial action or exercise of power of sale.

1.22 "Ground Lease" means that certain Carson City Airport Lease Agreement dated June 23, 2004, by and between Carson City Airport Authority, as lessor, and Declarant as lessee. A Memorandum of the Ground Lease is recorded in the office of the Clerk and Recorder of the City and County of Carson, at Book \_\_\_\_\_, Page \_\_\_\_\_, Document No. 320769 and as amended by Document No. 360014 recorded October 19, 2006, Official Records of Carson City County, Nevada. A copy of the Ground Lease is on file with the Carson City Airport Authority.

1.23 "Hangar" means a physical portion of the Project designated for separate ownership or occupancy, the boundaries of which are described in **Article III** of this Declaration.

1.24 "Improvements" means all structures and works of improvement of every type and kind, including but not limited to, buildings, hangars, outbuildings, roads, taxiways and ramps, driveways, parking areas, fences, screening walls, retaining walls, stairs, landscaping, sprinklers, hedges, windbreaks, planting, planted trees, shrubs, poles, signs, free-standing lighting fixtures, exterior air conditioning, and water softener fixtures or equipment, which have been or will be constructed on the Project.

1.25 "Limited Common Element" means those portions of the Common Area allocated by this Declaration, the Final Map, the Plans or by operation of subsection (2) or (4) of NRS 116.2102 for the exclusive use of one or more but fewer than all of the Hangars. Without limiting the foregoing, the Limited Common Elements can include all water, sewer, natural gas, telephone and cable television pipes, lines or cables, constructed or installed by Declarant, contained within or providing exclusive service to any Hangar or Hangars intended for the exclusive use of such Hangar or Hangars. Any such water, sewer, natural gas, telephone and cable television pipes, lines or cables contained within or providing exclusive service to a Hangar or Hangars as aforesaid, shall, without further reference thereto, as identified on the Final Map, be used in connection with such Hangar or Hangars to the exclusion of the use thereof by the other Owners except by invitation. Each Owner shall have the right to connect his Hangar to the water, sewer, natural gas, telephone and cable television pipes, lines or cables serving the

Project, if available, provided it gives the Association sufficient prior written notice of such request to enable the Association to exercise its rights to connect such Hangar to the \_\_\_\_\_.

1.26 "Manager" means the person or entity, if any, designated by the Board to manage the affairs of the Association and to perform various other duties assigned by the Board and by the provisions of this Declaration.

1.27 "Member" or "Association Member" means every person or entity including Declarant who holds a membership in the Association pursuant to the provisions of this Declaration, the Articles and the Bylaws.

1.28 "Owner" means a person or entity, including Declarant, holding an Ownership Interest in a Hangar.

1.29 "Ownership Interest". Since the Property is subject to either the Ground Lease and/or the Sublease, any reference in this Declaration to the "ownership interest" or the "ownership" of an Owner shall mean all right, title and interest owned and conveyed by Declarant to such owner or the Association specifically subject to the terms and conditions of the Sublease and the Ground Lease. Declarant's ownership in and to the Property is a leasehold interest. Therefore, any Hangar or other interest in the Project sold by Declarant to an Owner will be subject to Declarant's leasehold and the Association's subleasehold interest in and to the Property. Any and all fixtures and improvements placed or construed on the Property by Declarant, the Association or Owner shall be specifically subject to the terms and conditions of the Sublease and the Ground Lease relating thereto.

1.30 "Plans" means those items set forth in NRS 116.2109(4), including drawings of Improvements which are filed with agencies which issue permits for the Project, and which are by this reference incorporated herein.

1.31 "Project" means the Property, together with the Hangars and all Improvements now or hereafter located thereon, and together with all easements, rights and appurtenances belonging thereto.

1.32 "Property" shall mean and refer to the leasehold interest granted by the Sublease in and to that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein.

1.33 "Rules and Regulations" means such rules and regulations as the Board from time to time may adopt pursuant to the terms of this Declaration concerning the use of the Project or any part thereof.

1.34 "Special Declarant's Rights" means all rights reserved by Declarant for itself under this Declaration which are personal to Declarant and may be exercised only by Declarant, including, but not limited to, those set forth in **Article X** hereof.

1.35 "Sublease," if applicable, shall mean that certain sublease dated \_\_\_\_\_, by and between Declarant, as lessor and the Association, lessee, which Sublease is recorded in the office of the Clerk and Recorder of the City and County of Carson City, at Book \_\_\_\_\_, Page \_\_\_\_\_, as Document No. \_\_\_\_\_.

1.36 "Successor Declarant" means any and all successors-in-interest of Declarant who acquire an interest in the Property, or any portion thereof, and to whom Special Declarant's Rights have been assigned by a written assignment executed by the transferor Declarant and the transferee Successor Declarant which is duly recorded in the office of the County Recorder of the County and City of Carson City, Nevada. Declarant and each Successor Declarant shall cease to be the Declarant or a Successor Declarant, respectively, at such time that it ceases to own an interest in any portion of the Property and designates a Successor Declarant in the manner provided in this paragraph 1.31.

ARTICLE II - DESCRIPTION OF PROPERTY RIGHTS AND OBLIGATIONS  
COMMON INTERESTS, RIGHTS OF ENJOYMENT, AND EASEMENTS

2.1 Ownership of Hangar. Ownership of each Hangar within the Project shall include a Leasehold interest in a Hangar, and the right to use that portion of the Common Area designated as Limited Common Element on the Final Map or the Plans and being appurtenant to such Hangar, and a membership in the Association.

2.2 Non-Severability of Component Parts of Hangar. No part of a Hangar or of the legal rights comprising ownership of a Hangar may be severed from any other part thereof during the period of Hangar ownership prescribed herein, so that each Hangar shall always be conveyed, devised, leased, encumbered, and otherwise affected only as a complete Hangar. Every gift, devise, bequest, transfer, encumbrance, conveyance, lease or other disposition of a Hangar or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Hangar, together with all appurtenant rights created by law or by this Declaration. Further, the Common Area Leasehold shall be owned by the Association; and no Owner may bring any action for partition.

2.3 Ownership of Common Area. Declarant is sole owner of Common Area.

2.4 Encumbrances Against Common Area. Title to the Common Area is or may be subject to the following encumbrances ("Existing Encumbrances"):

(a) The lien of real property taxes and assessments;

(b) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution, or regulation of the United States of America, the State of Nevada, City and County of Carson, or any other political subdivision or public organization having jurisdiction over the Property, or by virtue of any organization or political body created pursuant to any such statute, law, ordinance, or regulation;

(c) Any and all easements and other rights described herein;



- (d) All easements and other rights and obligations created by this Declaration;
- (e) The Ground Lease;
- (f) The Sublease;
- (g) Dedications and Easements as indicated or delineated on Easements of record;
- (h) Any other restriction, condition, reservation, right, easement, lien, encumbrance, or defect of title of any kind whatsoever (other than of the type that would at any time or from time to time create a lien upon the Common Area to secure an obligation to pay money) that would not materially and actually prejudice Owners in their use and enjoyment of their Hangars and the Common Area.

2.5 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If, nevertheless, any taxes or special district or other assessments may be, in the opinion of the Association, a lien on the Project or any part thereof, then the Association shall pay the same and assess, proportionally, the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against his Hangar, or interest therein.

2.6 Owners' Easements of Enjoyment. Except as otherwise expressly provided elsewhere in this Declaration, each Owner shall have, and the Association hereby grants to each Owner, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area and for support and vehicular, aircraft and pedestrian ingress and egress across, over and through the Common Area, and an exclusive easement for the use and enjoyment of the Limited Common Elements appurtenant to such Owner's Hangar; provided, however, that such non-exclusive easements shall be subordinate to, and shall not interfere with, the Limited Common Elements appurtenant to each Hangar. Each such easement shall be appurtenant to and pass with title to each Hangar, subject to the following rights and restrictions:

2.6.1 The Association shall have the right to adopt, amend, and enforce Rules and Regulations affecting use of the Common Area; provided, however, that such Rules and Regulations shall not be in conflict with the provisions of this Declaration or any ordinances of the City and County of Carson, Nevada, or of any other governmental entity.

2.6.2 The Association shall have the right to suspend the right to use the Common Area by an Owner, his tenants and guests for any period during which any Assessment against such Owner remains unpaid for a period of thirty (30) days by so notifying the Owner of such suspension, provided, however that if such Owner files a written objection with the Board within ten (10) days after such suspension notice is deemed to have been received by Owner pursuant to the provisions hereof, then such Owner shall be given written notice and an opportunity to be heard. Such notice shall be

sent to the Owner by certified mail, return receipt requested, and shall be deemed delivered upon the lapse of three (3) days from and after the deposit of such notice in the United States mail, postage prepaid and addressed to such Owner at his Hangar or at such other address as may be on record with the Association. The notice shall include a general statement of the proposed action and the date; time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

2.6.3 The Association shall have the right to limit the number of guests of an Owner utilizing the Common Area.

2.6.4 The Association shall have the right to assign, rent, grant licenses, or otherwise designate and control the use of any parking or storage spaces within the Common Area (other than those portions which are part of the Limited Common Elements).

2.6.5 The right of the Association to borrow money to improve, repair or maintain the Common Area.

2.7 Use of the Common Area. Any Owner may extend his rights of use and enjoyment in the Common Area to such Owner's family members, guests, and invitees, subject, however, to the provisions of this Declaration and the Rules and Regulations. If an Owner has rented all of such Owner's Hangar to a tenant(s), then the Owner, such Owner's family, members, guests, and invitees shall not be entitled to use and enjoy the Common Area while the Owner's Hangar is occupied by such tenant(s). Instead, the tenant(s), while occupying such Hangar, shall be entitled to use and enjoy the Common Area and, during the period of such tenants' occupancy, such tenant(s) can extend to other persons the rights of use and enjoyment in the same manner as if such tenant(s) were an Owner. Each Owner shall notify the secretary of the Association of the names of any tenants of such Owner's Hangar. Each Owner or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner or tenant has extended any rights of use and enjoyment in the Common Area and the relationship that each such person bears to the Owner or tenant. All permitted rights of use and enjoyment of the Common Area are subject to suspension as set forth in paragraph 2.6.2 above. Each Owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the Common Area. No Improvements within the Common Area shall be altered or removed, except at the express direction of the Association.

2.8 Association's Right to Use of Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance and storage facilities for use by the Association.

2.9 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. If any part of Hangar encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Hangars. Encroachments referred to herein include, but are not limited to, encroachments cause by initial construction, settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof. Notwithstanding the foregoing, no such encroachments shall exist to the extent it is caused by the willful misconduct of the Owner of the encroaching Hangar or the failure of such Hangar's Owner to cause the Hangar to be repaired or reconstructed after damage or destruction in accordance with approved plans and specifications.

2.10 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Hangars or may be conveniently accessible only through the Hangars. The Owners of other Hangars shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Hangar and to all Common Area, including Limited Common Areas, from time to time during such reasonable hours as may be necessary, for the maintenance, repair, or replacement of any of the Common Area, including any Limited Common Element, located therein or accessible therefrom, or: for repairs or maintenance to improvements in or on the Hangar which are the responsibility of the Association, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Hangar. The Association shall also have such right independent of any agency relations. Damage to the interior of any part of a Hangar resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Hangar at the instance of the Association or of Owners shall be an expense of the Association; provided, however, if such damage is the result of negligence of the Owner of a Hangar, then such Owner shall be financially responsible for all of such damage.

2.11 Utility Easements. There is reserved for the benefit of each Hangar easements for utility services over, under, or through such portions of the Project and other Hangars, where such utilities are constructed when construction of the Project is completed. In addition, Declarant reserves, and the Association is granted, the right to establish and convey subsequent utility easements; and each Owner in accepting a deed or other instrument of conveyance or assignment to a Condominium, expressly consents to such easements. However, no such easement can be granted if it would interfere with the use, occupancy, or enjoyment by any Owner of his Hangar, his Limited Common Element, or the common facilities of the Project.

2.12 Easements Deemed Created. All conveyances of Condominiums hereafter made shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions of this Article II even though no specific reference to such easements or to the sections pursuant to which they are created appear in any such conveyance.

2.13 Maintenance and Repairs. Each Owner shall maintain his Hangar in a clean and attractive condition and good state of repair. In addition, the individual Hangar doors on each

Hangar, as well as any electrical opening/operating device which may be installed on such Hangar door, shall be maintained and repaired by the Owner of such Hangar. All such maintenance by Owner described in this Section is to be at the sole cost and expense of the Owner. Each Owner shall notify the Manager or a member of the Board upon discovery of any damage to or malfunction of any pipe, wire, or other utility installation which is in his Hangar, the Limited Common Element or the Common Area; provided, however, that such notice requirement shall not be construed to alter Owner's obligation to maintain and repair any such installations which are a part of his Hangar.

2.14 Structural and Exterior Alterations. No Owner shall make, or cause to be made, any structural alterations to the interior or exterior of the Owner's Hangar or to any Limited Common Element or Common Area; nor shall any Owner paint, decorate, change, or add any item to any exterior of the Owner's Hangar or any building or other structure in the Project without first obtaining written consent of the Architectural Committee (below defined) and any institutional first mortgagee whose interest may be affected. Once obtaining such consent of the Architectural Committee, it shall be the Owner's obligation to obtain any and all necessary approvals for such alterations from the appropriate governmental body exercising jurisdiction over such matter.

2.15 Mechanic's Lien Rights. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Hangar of any other Owner, or against any part thereof; or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishings of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Hangar in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Hangar from a lien against two or more Hangars or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Hangar.

2.16 Declarant's Common Area Easement Rights: Dedication of Common Area.

2.16.1 Reservation of Common Area Easements In Favor of Declarant. Declarant hereby reserves unto itself such easements over, through and under the Common Area (excluding Limited Common Elements) as may be reasonably necessary to discharge Declarant's obligations or exercise any Special Declarant's Rights, whether arising under Act or reserved in this Declaration.

2.16.2 Reservation of Right to Grant Additional Common Area Easements. Declarant hereby reserves unto itself the right to grant easements and rights of way on, over, through and under the Common Area for the purposes described below and for the benefit of the Owners and the Association. Such grants of easement may be for any or all of the following described purposes: constructing, erecting, operating, or maintaining on the Common Area, at any time: (i) roads, streets, trails, walks, driveways and parking areas; (ii) poles, wires, or conduits for transmission of electricity, telephonic

communication or cable television for the Project and the necessary apparatus incident thereto; and (iii) public and private sewers, sewage disposal systems, storm drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any and all equipment and other apparatus relating thereto. The rights reserved by Declarant in this subparagraph 2.16.2 may be exercised at any time that Declarant owns any portion of the Property.

2.17 Rights of Association to grant Easements Over Common Area and to Dedicate Portions of Common Area. The Association shall be entitled to exercise the rights reserved to Declarant under subparagraph 2.16.2. :

2.18 Right of Association to Encumber Common Area. Subject to the terms of the Ground Lease and the Sublease, the Association may encumber the Common Area in connection with authorized obligations.

2.19 Access to Hangars. Each Owner shall have an unrestricted right of ingress and egress to his Hangar. Such right of access shall be appurtenant to each such Hangar; and any transfer of such Hangar, of whatever kind, which does not include such right of access shall be void.

2.20 Declarant Ownership of Hangars. As to each Hangar owned by Declarant, Declarant shall enjoy the same rights and assume the same duties as they relate to each individual unsold or leased Hangar.

2.21 Hazardous Materials. Each Owner shall be solely responsible for the proper use, handling, transport and disposal of any hazardous or toxic materials (including petroleum products) for activities in, on or about such Owner's Hangar or anywhere on the Property. Each Owner shall comply with all applicable laws, regulations, orders, judgments or decrees relating to use, handling, transport and disposal of hazardous or toxic materials (including petroleum products) in the use and occupancy of the Hangar. Each Hangar Owner hereby agrees to indemnify, defend and hold harmless each other Owner, the Association and the Declarant from any or all claims of any nature arising from the use, handling, transport or disposal of hazardous or toxic substances (including petroleum products) by such Owner, or such Owner's officers, directors, employees, agents, invitees, representatives or contractors in such Owner's Hangar or anywhere on the Property.

ARTICLE III -UNIT BOUNDARIES. USE RESTRICTIONS.  
MAINTENANCE OBLIGATIONS AND PRIVATE EASEMENTS

3.1 Hangar Boundaries. The boundaries of each Hangar created by the Declaration are shown on the Final Map or Plans as numbered Hangars, along with their identifying number, and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floor, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, and thresholds along perimeter walls and floors; the Unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions and partition walls between separate Hangars.

(d) Inclusions: Each Hangar will include the spaces and improvements lying within the boundaries described in (a), (b) and (c) above, and will also include the spaces and the Improvements within those spaces containing any space heating, water heating and air conditioning apparatus, all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems, television and telephone apparatus, electrical receptacles and light fixtures and boxes serving that Hangar exclusively. The surface of the foregoing items will be the boundaries of that Hangar, whether or not those items are contiguous to the Hangar.

(e) Exclusions: Except when specifically included by other provisions of this Section, the following are excluded from each Hangar: The spaces and Improvements lying outside of the boundaries described in (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Hangars and Common Area or both.

(f) Noncontiguous Portions: Certain Hangars may include special portions, pieces or equipment such as air conditioning compressors, meter boxes and utility connection structures situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Hangars. This special equipment and storage portions are a part of the Hangar.

(g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

3.2 Lease. Nothing contained in this Declaration shall prevent an Owner from leasing his Hangar; provided, however, that any lease or rental agreement shall be in writing and must specify that failure to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, the Sublease, and the Rules and Regulations shall be a default under the lease or rental agreement, and the initial term of each such lease shall not be less than thirty (30) days. Whether or not the written leases or rental agreement so provides, all tenants of Hangars are subject to and are required to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, the Sublease, and the Rules and Regulations. No Owner shall lease his Hangar