

NF
Airport

FILED
NO. 95.072

DOUGLAS COUNTY AIRPORT
CONDITIONAL USE PERMIT

'95 MAY 11 A10:02

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

Permission is granted to Air Minden, Inc., 892 Marion Way, Gardnerville, Nevada, 89410, ("PERMITTEE"), for the purpose of an Airshow event during the following time only:

July 22, 1995

Property to be used:

Public areas of the Douglas County Airport as follows: runways, taxiways, apron, roads, and vehicle parking.

This permit is subject to the following terms and conditions:

1. FEE: The fee for the use of the above property shall be at the then current rate as reflected in the Douglas County Airport Resolution for rates and charges. The fee will be for one day of commercial use. All fees must be paid in advance of July 6, 1995 to the care of the airport manager.

In addition, all camping activities on airport property will be charged the then current camping fees which will be collected by permittee and delivered to the airport manager prior to July 25, 1995.

2. INSURANCE. Permittee shall, as an express condition precedent to the operative effect of this permit, deposit with the airport manager, prior to the use of the airport property, policies or evidence of insurance in the following form and amount: One Million Five Hundred Thousand Dollars (\$1,500,00.00) per incident for bodily injury and property damage for the

361918
BK0595PG1675

duration of the event. Douglas County, its boards, officers, and employees shall be named as additional insureds.

3. **GRANT OF PERMISSION:** This grant of permission is subject to permittee securing an approved F.A.A. 7711-1 Certificate of Waiver or Authorization and delivering a copy of this certificate to the airport manager no later than July 6, 1995. This grant of permission is not a deed or grant of an easement by the county, is not transferable or assignable, and is revocable only for reasons as outlined in this document. This grant of permission is nonexclusive and is subject to the express condition precedent that the use of the property referred to in the permit may, from time to time, be granted to other individuals or entities or persons who shall have the use of any facility on any given day or days. The use of the facilities shall be on an equitable basis and must not be monopolized by any one person, firm, corporation or entity. No use shall unreasonably interfere with the event for which this permit is granted.

4. **HOLD HARMLESS:** Permittee expressly agrees to save Douglas County, its boards, commissions, officers, agents and employees, harmless from any and all damages or claims for damages for personal injuries or death to any person or property belonging to the county resulting from permittee's use of the property. Permittee further agrees to promptly pay any just claims. Neither the county, nor any commission, board, officers, agent or employees shall be held responsible or liable for damage to any person or to any property of permittee or any third person, firm or corporation located, situated or installed on the property referred to in the permit through permittee's acts or omissions. The county does not waive any rights against permittee which it may have by reason of this hold-harmless agreement because of the acceptance of any of the insurance policies or certificates described in this permit.

5. AIRPORT RULES & REGULATIONS: Permittee, all participants, spectators, contestants and crew members, shall conform to all airport rules, regulations and safety requirements. Exception to this requirement will be only as specifically identified within the F.A.A. 7711-1 Certificate of Waiver or Authorization for this event during the date of July 22, 1995.

6. EVENT OPERATIONS PLAN:

A. The event operations plan must be submitted to the airport manager prior to June 12, 1995, including a signed approval of the plan from the following agencies: Douglas County Airport, Douglas County Sheriff's Office, East Fork Fire and Paramedic Districts, Douglas County Road Department, Nevada Division of Forestry and Nevada Highway Patrol. The plan must safeguard all federal, state and local rules, regulations and standard operating procedures and must incorporate conditions of this use permit.

To ensure safety at the airport, the airport manager may require permittee to amend, replace or remove components of the event operations plan for this event. If the airport manager and permittee mutually agree in writing, the event operations plan may be modified at any time. The airport manager will have the authority to enforce any provision by suspending all event activities until proper procedures and personnel are available.

B. The airport manager may control all logistical functions on airport property outside of the event operations plan including the location of personnel, vehicles, aircraft, parameters for aircraft operation and runway usage. The airport manager will work with permittee on these logistical functions and develop, when necessary, a written plan to encompass these functions.

7. **SUPPORT PERSONNEL - AIRCRAFT:** The event operations plan shall determine the number of support personnel required to move and control aircraft, equipment, or any other functions necessitated by this event.

8. **SUPPORT PERSONNEL - CROWD/VEHICLE CONTROL:** Permittee shall provide crowd and ground vehicle control to insure that people and vehicles are confined within the designated areas and do not create a safety hazard. The event operations plan shall address all aspects of vehicle and pedestrian movement for arrival to the airport and departing the area for each day's activities.

9. **CLEAR ZONES - RESTRICTED AREAS:** All vehicles and people (except wing walkers) must remain clear of the Runway Obstacle Free Zone (250 feet from centerline of runway 16/34) marked with yellow stripe on each side of runway staging area. In addition, vehicles and people must also remain clear of the Taxiway Obstacle Free Zone (75 feet from any other taxiway centerline). All vehicles operating in or through these areas must be authorized prior for use by the airport manager. The vehicles are required to have a proper checkered flag and a hand held radio that is operational, turned on and on frequency 122.8, (or be escorted by appropriately authorized vehicles and personnel).

10. **AIRPORT PRIORITY:** Permittee acknowledges and agrees that fire suppression aircraft and military aircraft shall have priority over all other aircraft and operations and that permittee will refrain from doing, or allowing, anything that will interfere with this priority.

11. **AIRPORT CLOSURE:** The county reserves the right to close the airport to any and all operations when the airport manager, or his designee, deems it necessary due to different situations, such as fire or military emergencies, incidents, emergencies or major construction.

12. **DEPOSIT:** The property to be used shall be reviewed by the airport manager and permittee prior to the event. Permittee shall deposit Five Hundred Dollars (\$500.00) with the airport manager as a cleanup deposit prior to July 5, 1995. This amount, or a portion, shall be refunded based upon review by the airport manager and permittee of the property subject to cleanup. The area shall be returned to its original condition prior to the event before a refund can be given.

13. **TRASH REMOVAL:** Permittee shall provide an adequate number of trash receptacles to accommodate all usage and shall remove all trash and receptacles from the premises immediately after July 22, 1995.

14. **PUBLIC ACCOMMODATIONS:** Permittee shall provide chemical toilets, including a proper number of handicap chemical toilets, during the entire life of the conditional use permit. Permittee shall remove all chemical toilets from the airport immediately after July 22, 1995.

15. **DEFAULT:** The airport manager may, upon the failure to comply with any provision of this permit, suspend or revoke the permit. Notice and opportunity to correct must be given prior to revocation of the permit, except for exigent circumstances. The permittee may offer a timely cure or remedy for default and the airport manager may accept a reasonable cure or remedy as compliance for any provision violated.

16. **DAMAGE:** Permittee is fully responsible for any and all damage suffered by the airport as a result of this event. Any such damage will be repaired, to the satisfaction of the airport, immediately by permittee. If permittee does not correct damages, the airport may

perform such maintenance or repairs on behalf of permittee and at permittee's expense, plus ten percent (10%) for administration.

ACCEPTANCE

PERMITTEE agrees to and accepts the conditions of this use permit.

APPROVED AS TO FORM

Robert J. Manis

DISTRICT ATTORNEY

BOARD OF COMMISSIONERS

DOUGLAS COUNTY, NEVADA

Robert L. Allgeier
ROBERT L. ALLGEIER, CHAIRMAN

APPROVED AS TO CONTENT:

Lowell R. Smith

AIRPORT MANAGER

Paul Shuck

AIR MINDEN, INC.

ATTEST:

Barbara J. Reed

BARBARA J. REED, CLERK

By: Dorothy Young Deputy

6

361918
BK 0595PG 1680

SEAC

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 11, 1995
B. Reed Clerk of the DCJ Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Hallett Deputy

COPY

REQUESTED BY
Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 MAY 11 AM 11:47

361918

BK 0595PG 1681

LINDA SLATER
RECORDER

\$ *PAID* DEPUTY