

DOC # 0719479
03/13/2008 01:59 PM Deputy: PK
OFFICIAL RECORD
Requested By:
DC/MINDEN-TAHOE AIRPORT

Assessor's Parcel Number: N/A

Date: MARCH 12, 2008

Recording Requested By:

Name: MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 0.00
BK-0308 PG- 2693 RPTT: 0.00



CONDITIONAL USE PERMIT #2008.055
(Title of Document)

FILED

NO. 2008.055

2008 MAR 12 PM 3:37

BARBARA J. GRIFFIN
CLERK

[Signature]

Minden-Tahoe Airport

CONDITIONAL USE PERMIT

Permission is granted to **Nevada Motocross Development, LLC** ("Permittee"), to use Minden-Tahoe Airport facilities for the purpose of Magiko Motocross Event(s) to be held from May 10&11, June 20-22 and July 11&12, 2008.

Facilities to be used:

This permit is granted and accepted subject to the following terms and conditions:

1. FEE AND DEPOSIT: The fee for the use of the above property is \$ 500.00 per day, for a total fee of \$ 4,000. This fee is for staff time and use of airport land. All fees must be paid in full by April 15, 2008. There maybe additional fees for a Site Improvement Permit and water meter from the Utility Department, which the Nevada Motocross Development, LLC will be responsible for obtaining.

Permittee shall also deposit \$ 1,000.00 with the Director of Airport Services as a cleanup and repair deposit by one week before event on May 1, 2008. This amount, or a portion, shall be refunded after the event, based on review by the Director of Airport Services and Permittee of the area subject to cleanup. The area shall be returned to its original condition, as documented prior to the event, before a refund will be given.

2. INSURANCE AND HOLD HARMLESS: Permittee shall, prior to start of event, provide proof of general liability insurance coverage for the event with limits of no less than \$1,000,000 per incident for bodily injury and property damage for the duration of the event. Insurance shall name Douglas County, its boards, officer and employees as additional insureds.

Permittee shall also provide in writing notification that it 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.



3. GRANT OF PERMISSION: This grant of permission is not a deed or grant of an easement by the County and is not transferable or assignable. This grant of permission is nonexclusive and is subject to the express condition 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.

Use of the property is permitted in an 'as is' condition. Douglas County will not make any improvements or modifications to the property for the event, nor provide any special or additional equipment or facilities for the event, except what is deemed necessary and proper by the Director of Airport Services as routine maintenance and upkeep.

4. RULES AND REGULATIONS OF USE: Permittee shall ensure: all participants, spectators and event personnel conform to all airport rules, regulations and safety requirements. The Event Coordinator must provide an event operations plan to the Director of Airport Services at least 6 weeks prior to the start of the event. The event operations plan must include the following:

1. Procedures for addressing all relevant federal, state, and local laws, ordinances, rules, and regulations.
2. Procedures for the safe integration of event operations with regular Airport operations.
3. Procedures for crowd and ground vehicle control, staging activities and the event will not be allowed to interfere with aviation operations before, during and after the event.
4. Acknowledgment that fire suppression aircraft have priority over all other aircraft operations and non aircraft operations and the plan must provide mechanisms for ensuring event operations will not interfere with these operations.
5. Procedures for coordination with officials from the Federal Aviation Administration and the Douglas County Sheriff's Office.

5. MAINTENANCE AND CLEAN-UP REQUIREMENTS: It is the sole responsibility and obligation of the agency or organization sponsoring programs utilizing any Minden-Tahoe Airport areas to repair any damage to any surface that is caused as a result of the program. No deduction or rebate from any fees charged will be permitted or given for these repairs. Any and all repairs must be approved by the Director of Airport Services or his designee. Failure to do so may result in a permanent loss of privilege to use Airport for the sponsoring agency and forfeiture of the cleanup and repair deposit. The agency or organization sponsoring the event is also responsible for the removal of any trash or debris on a daily basis. During periods between events or between event

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days, no items are to be left on any taxiway, runway, or closed runway. Permittee is responsible for all event related trash removal and for all event-related trash removal and for all necessary public accommodations and facilities.

6. DEFAULT: The Director of Airport Services may, upon the failure to comply with any provision of this permit, suspend or revoke the permit. Notice and opportunity to correct will 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 Director of Airport Services may accept a reasonable cure or remedy as compliance for any provision violated.

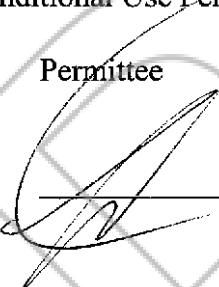
7. ACCEPTANCE: The undersigned, on behalf of Douglas County and the Permittee, agree to abide by all conditions of this Conditional Use Permit:

Douglas County


Permittee



Kelly D. Kite, Chairman
Douglas County Board of Commissioners



Approved as to Content and Recommend for Approval:



Jim Braswell
Director of Airport Services


Approved as to Form:

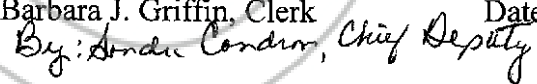


Chris Schwamberger, Deputy District Attorney

3-17-2008

Attest:



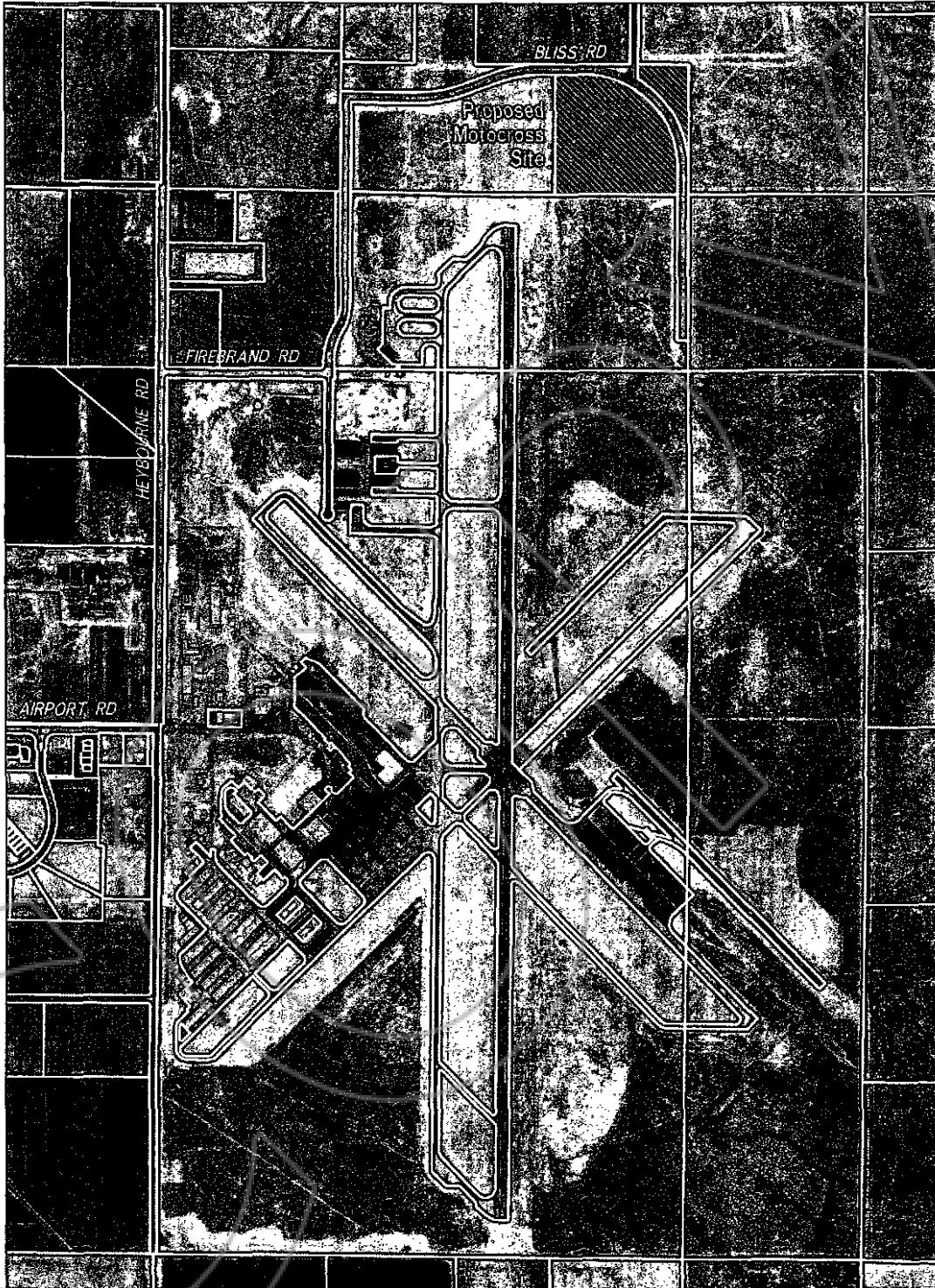
Barbara J. Griffin, Clerk
By:  Chief Deputy

3/6/08

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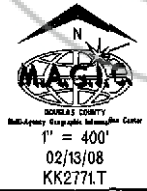
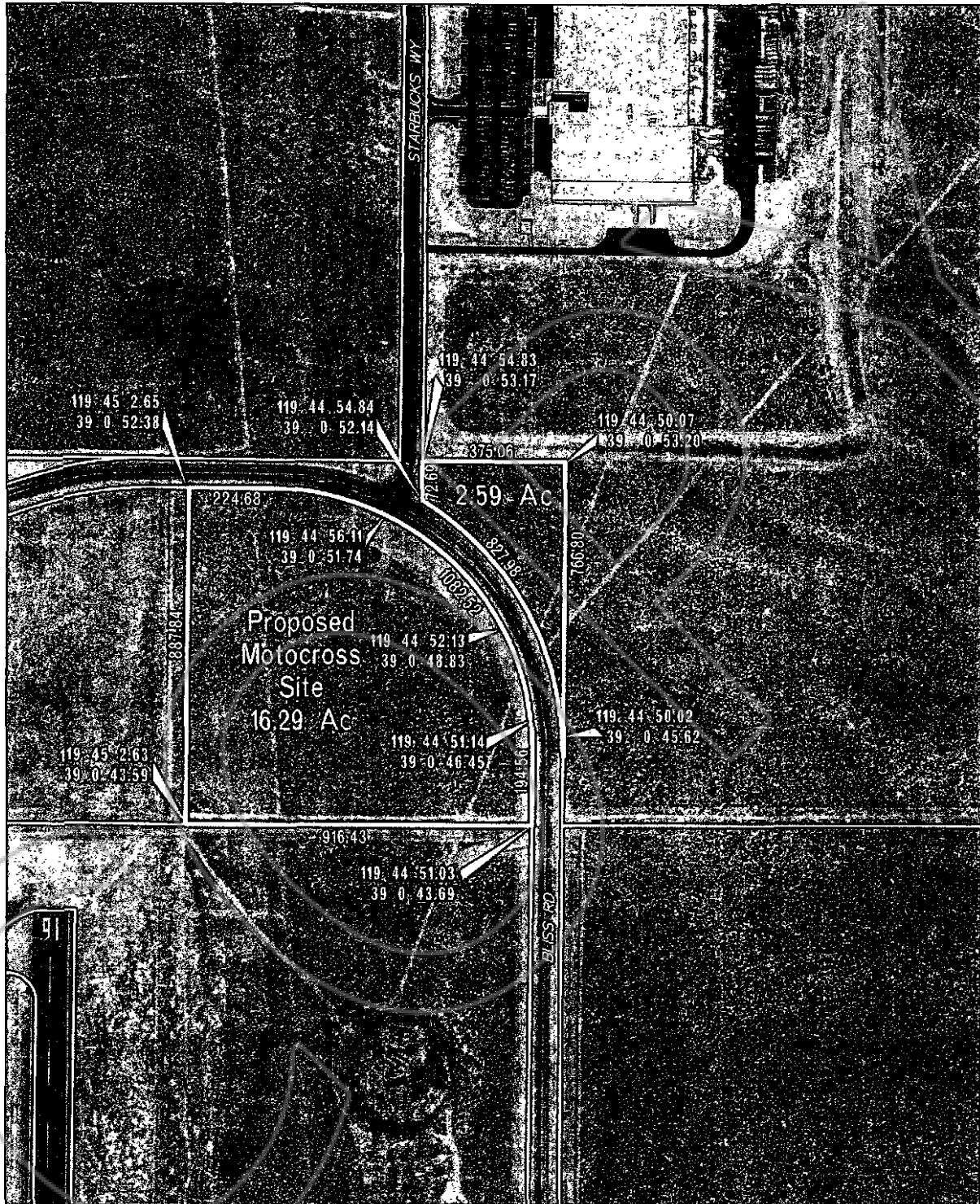
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Proposed Motocross Site



The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County or MAGIC as to the sufficiency or accuracy of the data.

Proposed Motocross Site



*Coordinates in Lat/Long, NAD83



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COPY

SEAL

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: March 12, 2008
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas:

By Christy McElroy Deputy

