

DOC # 0796966
02/06/2012 01:11 PM Deputy: SG

OFFICIAL RECORD

Requested By:

DC/MINDEN TAHOE AIRPORT

Assessor's Parcel Number: N/A

Date: FEBRUARY 6, 2012

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 17 Fee: 0.00
BK-0212 PG- 859 RPT: 0.00



Name: BOBBI THOMPSON, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2012.020

(Title of Document)

Minden-Tahoe Airport Commercial Operator Agreement

2012 02 03
2012 FEB -3 PM 2:36

1. GRANT OF AGREEMENT: Douglas County (County) grants to Flying Start Aero-Minden (Permittee) a revocable and non-exclusive Agreement to enter onto the Minden-Tahoe Airport for the purpose of commercial operations effective February 2, 2012. The County's representative for the purposes of this Agreement is the Airport Manager.

2. USE: This Agreement permits Permittee to operate at Minden-Tahoe Airport in a commercial capacity.

3. TERM: This Agreement will continue until terminated by Permittee or by Douglas County for cause.

4. REPORTING REQUIREMENTS AND FEES: Fees and reporting requirements will be set by the Board of County Commissioners in the Airport fee resolution.

5. AIRPORT ACCESS AND STAGING AREAS: The Airport Manager shall designate the route and method of ingress and egress to and from airside Airport facilities. Permittee and Permittee's guests, visitors, clients and students must use the route designated by the Airport Manager. The Airport Manager will designate areas for all staging and parking activities that utilize Minden-Tahoe Airport public facilities.

6. AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS: Permittee agrees to abide by and comply with all terms of the Airport rules and regulations and the Minimum Standards as written and amended. Failure to comply with the Airport rules and regulations or minimum standards may result in fines, suspensions or termination of this agreement.

7. PERMITS AND APPROVALS: Permittee is responsible for obtaining any necessary permits or approvals from any agency having jurisdiction. The Airport Manager is acting for the County solely in its proprietary capacity and not in any governmental capacity unless so stated. This agreement does not constitute governmental approval for this use.

8. HOLD HARMLESS: Permittee shall defend, indemnify, save, and keep harmless County, its boards, officers, agents, and employees against all liabilities, judgments, costs, and expenses which may in any way accrue against County as a consequence of the granting of this Agreement.

9. ASSIGNMENT, TRANSFER AND SUBLETTING: This Agreement is non-transferable. Permittee shall not assign or sublet Permittee's right under this Agreement.

10. INSURANCE: Permittee agrees to, at no cost to the County, obtain and maintain during the entire duration of this Agreement, an appropriate insurance policy or policies as specified in the Minden-Tahoe Airport minimum standards for a FBO, LFBO or SASO and Airport Tenants.

11. GRANT ASSURANCE, NON-DISCRIMINATION AND COUNTY COVENANTS: All Permittee's shall comply with the following terms and conditions, which may be modified by County from time to time:

A. Permittee shall have the right to conduct aeronautical activities as provided for in their agreement and to provide those services to the public provided the Permittee agrees:

- (1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users, and
- (2) To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Agreement agree 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 subjected to discrimination in the use of the facilities,
- (2) that in the construction of any improvements on, over, or under the land and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination,
- (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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 Permittee 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. The Permittee assures that it will require that it be covered sub organizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. That, in the event of breach of any of the preceding nondiscrimination covenants, the director shall have the right to terminate this Agreement.

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

F. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

G. It is understood and agreed that nothing herein contained shall be construed to Grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as, but not limited to:

- (1) Charter operations;
- (2) Pilot training;
- (3) Aircraft rental;
- (4) Aerial photography;
- (5) Crop dusting;
- (6) Sale of aviation petroleum products;
- (7) Air carrier operations;
- (8) Aircraft sales, and service incidental thereto;
- (9) Any other activity, which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

H. County reserves the right, but not the obligation, in a reasonable and Non-discriminatory manner, to further develop or improve the Airport as it sees fit, regardless of the desires or views of Permittee and without interference or hindrance.

I. The County shall have the right, but not the obligation, 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 Airport operations in this regard.

J. All hangars, buildings, properties, vehicles or land leased or operated by Permittee on the Airport, shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. If a Permittee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs, barrels, containers, aviation service vehicles, or other unattractive items, Permittee shall enclose such an area with a screen that will hide such area from public view.

K. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

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

M. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the Airport Zone Chapter 20.668 of the Douglas County Code and the Airport rules and regulations. Further, all parties agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose.

12. TERMINATION AND REVOCATION: In the event that Permittee uses the property for any unauthorized purpose or performs any commercial activity on the Airport which is not permitted by this agreement or otherwise violates any of the terms of this Agreement, then Director may terminate and revoke this Agreement at any time upon 10 days written notice to Permittee. The Airport manager may terminate or suspend this Agreement with no notice during exigent circumstances. Douglas County may terminate this Agreement for cause upon 30 days written notice.

13. **NOTICES:** Any and all notices, requests, consents, approvals or communication that either party desires or is required to give to the other party under this Agreement must be in writing and either served personally or sent by prepaid first-class mail and shall be effective from the date of service or mailing. Unless otherwise provided in writing by the parties, the address of the County and the proper party to receive any notices or communication is:

Minden-Tahoe Airport
1146 Airport Road
Minden, NV 89423

the address of the Permittee is:

Flying Start Aero-Minden
1151 Airport Rd., Suite 1
Minden, NV 89423

14. **WASTE AND HAZARDOUS SUBSTANCES:** Permittee shall not commit, or suffer to commit, any waste upon the premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the use of the Airport or the surrounding property. Permittee shall not, and shall ensure that all employees and agents of the Permittee do not, store or dispose of any hazardous materials which are, or during the term of the Permittee become, regulated by any local government authority, by the State of Nevada, or by the United States government.

15. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Alterations and modifications may be made by the County from time to time, and will be presented to the Permittee in writing. Such modifications and alterations will become a part of this Agreement effective in 30 days after written notice is given.

16. **APPEAL:** In the event a Tenant desires to appeal a decision made by the Director in conjunction with this Agreement, a written appeal shall be provided to the County Manager within 15 days of that decision. The County Manager will respond within 30 days, and failure to respond will constitute an approval of the appeal. Tenant may further appeal the decision to the Board of County Commissioners, and that appeal shall also be in writing and be provided to the Chair of the Board of County Commissioners within 15 days after County Manager's denial. The Board of County Commissioners decision on the appeal will be considered final. A fee will be required for an appeal to the Board of County Commissioners.

Douglas County:

Permittee:

Date: 2/2/12

Date: 01/24/12

By: [Signature]
Lee Bonner
Chairman, Douglas County Commission

By: [Signature]



(Please print or type)

**SECTION I
PRIMARY APPLICANT**

Please check the business arrangement you are applying as:

- Flight Instruction
- Soaring Operations
- Aircraft Maintenance
- Aircraft Engine Maintenance
- Avionics
- Other _____

Legal Name of Applicant: KEITH DALE JORGENSEN
Aliases or Nicknames: _____

Home Mailing Address: 23123 JUNIPER RD. GARDNERVILLE, NV 89410
Home Physical Address: "
Home Telephone: (775) 790-4368 Business Telephone: (775) 783-8399 Cell Phone: (775) 292-0493

Date of Birth: 11/20/1966 Place of Birth: _____
Height: 6'1" Weight: 225 Hair: blonde Eyes: blue
Social Security Number: [REDACTED]-4418
Valid Driver's Permit Number and State: NV [REDACTED] 16981

U. S. Citizen: Yes No _____ Passport Number: _____
If naturalized, state when and where and give Naturalization Number: _____

Military Service: Yes No _____ Branch of Service: ARMY
Type of Discharge: HONORABLE

Have you ever been arrested? Yes _____ No

If yes, complete the following:

<u>Date of Arrest</u>	<u>Arresting Agency</u>	<u>Charges</u>	<u>Disposition</u>

You may be asked to provide additional documentation for the above cases.

Have you ever filed for bankruptcy? Yes _____ No
If yes, explain: _____

Have you ever been a plaintiff or defendant in a civil matter? Yes ___ No X

If yes, please complete the following:

Date Plaintiff or Defendant Name and Location of Court

You may be asked to provide additional documentation for the above cases.

List five persons who have known you for at least ten years.

(Do not include relatives, present employers or former employers)

Name Address Business Address and Phone Number

James Carpenter 1207 Stewart Pl. Pierre, SD 57501
Jim Zwieg 173~~rd~~ St Watertown, SD 57201 (605) 880-3854
Kevin Radsch 915 S. Jayme Cir. Sioux Falls SD 57106 (605) 321-8738
Dan Mosteller Hwy Patrol of SD - Pierre, SD 57501 (605) 773-3105
Randy Hartley 205 Riverview Dr Pierre, SD 57501 (605) 494-6391

List all cities where you lived the past 15 years:

Gardnerville, NV
Titusville, FL
Watertown, SD
Franklin, TN
Lake Mary, FL
Brandon, SD

List all former employers or businesses engaged in for the last 15 years:

From/To Date Position Held Name & Address of Business

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Have you ever been terminated from employment or have had any employment related permits or other permits revoked? Yes _____ No X

If yes, complete the following:

<u>Date</u>	<u>Employer</u>	<u>Address</u>	<u>Reason</u>

SECTION II

SPOUSE

Only complete if applicable

Will your spouse be involved with this SASO in any manner? Yes X No _____. If yes, please explain your spouses role: OFFICE MANAGER

Spouse's full name: RHONDA YVONNE JORGENSEN

Aliases and nicknames (including maiden name): Rhonda Yvonne Barrett
Rhonda Yvonne McNinch

Date of birth: 04/25/78 City & State: VALLEJO, CA

Date married: 08/13/10 City & State: RENO, NV

Spouse's address (if different): _____

Spouse's occupation, employer, address & phone: _____

Has your spouse ever been arrested for any crime involving theft or fraud in any state? Yes _____ No X

If yes, complete the following:

<u>Date of Arrest</u>	<u>Arresting Agency</u>	<u>Charges</u>	<u>Disposition</u>

**SECTION III
AVIATION/BUSINESS**

Do you or have you ever held any flight permits? Yes X No _____
If yes, please list the permits and date of issuance.

Commercial lisc. 504984418
Flight instructor 504884418CFI

Have you ever held a commercial aviation business permit or had an interest in any aviation related business?
Yes _____ No X

If yes, complete the following:

<u>Date</u>	<u>Name of Business</u>	<u>Type of Aviation Business</u>	<u>Location</u>

Have you or the aviation business you were associated with ever accused of or found to have violated safety or FAA regulations at any airport or in any aviation related operations? Yes _____ No X
If yes, please explain.

Please check the business arrangement you are applying as:

- Sole Proprietorship Partnership Corporation Limited Liability Company

a. If Partnership, submit the following:

- 1) A copy of the Articles of Partnership
- 2) A list of Partners and addresses.

b. If Corporation, submit the following:

- 1) A copy of the Articles of Incorporation
- 2) A list of the Corporate Officers and their names.

Percentage of ownership the above will represent: 100%

List person/people, firms, bank notes, etc. that will represent the 100 percent financial investment in the business:

<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Percentage</u>
Keith Jorgenson		\$	100%
		\$	
		\$	
		\$	
		\$	

Of the listed investors, persons or firms, please show what loans are secured, how they are secured, and method of repayment:

Has your interest in this establishment been assigned, or pledged, or hypothecated to any person, firm, or corporation, or has any agreement plan been entered into whereby your interest is to be assigned, pledged, or sold either in part or in whole? Yes _____ No

If yes, explain: _____

Will you be actively involved in the management and/or operation of the business?

Yes No _____

Please name the individuals who will be managing your operation.



**SECTION IV
AFFIDAVIT**

PHOTO

I, Rhonda Jorgenson, being duly sworn, depose and say that the above statements are true and correct and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of issuance of a Specialized Aviation Service Operator permit; that I am voluntarily submitting this application with full knowledge that Nevada Law provides that any person making false oath in any matter shall be guilty of perjury; and further, that I will familiarize myself with the Federal Aviation Administration Rules and Regulations, Nevada Statutes, Douglas County Ordinances and Minden-Tahoe Rules and Regulations and Policies and Procedures pertaining to and regulating the operation of a commercial aviation business (SASO), and agree if granted a permit, to abide thereby.

This application for a Minden Tahoe Airport Specialized Aviation Service Operator (SASO) permit which I have submitted is a matter of public record.

Furthermore, the Airport Manager will investigate my background and make a recommendation to the Douglas County Board of Commissioners. I may be asked to produce further documents associated with the answering of the above questions and I may be asked to answer questions about my background and application in an open meeting of the Douglas County Board of Commissioners.

I hereby expressly waive, release and forever discharge the Minden-Tahoe Airport and ABS Aviation, its' officers and employees, Douglas County and its officers and employees and designated agents from any and all manner of action and causes of whatsoever, which I, my administrators or executors, may have against the above named entities and their officers and employees, as a result of my applying for a Specialized Aviation Service Operator permit.

State of Nevada
County of Douglas

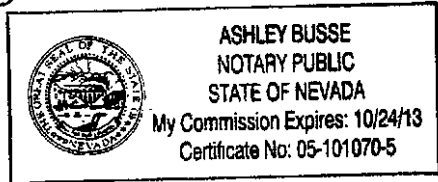
Rhonda Jorgenson
Signature of Applicant RHONDA JORGENSON

Subscribed and sworn to before me

This 20th day of January, 2012 by Rhonda Jorgenson

[Signature]

Notary Public in and for the County of Douglas, State of Nevada



**SECTION IV
AUTHORIZATION**

**AUTHORIZATION TO RELEASE INFORMATION
INCLUDING CRIMINAL HISTORY, FINANCIAL BACKGROUND AND
OTHER PROPERLY RELATED MATTERS**

As an applicant for a Specialized Aviation Service Operator permit at the Minden-Tahoe Airport in Douglas County, Nevada, I am required to furnish information for use in determining my qualification. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I authorize the complete release of these records or data pertaining to me which an individual, company, firm, corporation, or public agency may have. I understand that I must provide my date of birth to adequately complete said screening, and acknowledge that my date of birth will not affect any decisions. I hereby authorize and request any present or former police department, financial institution or other persons having personal knowledge of me, to furnish bearer with any and all information in their possession regarding me in connection with an application for a Specialized Aviation Service Operator. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.

I hereby release the Minden-Tahoe Airport and Douglas County and its employees, designated agents, officials, representatives or assigned agencies including officers, employees or related personnel both individually and collectively from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release.

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and will full knowledge of its significance.

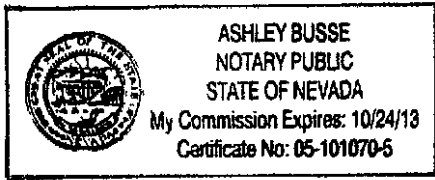
IN WITNESS WHEREOF, I have executed this release at _____
on the 20 day of Jan, 2012.

Rhonda Jorgenson
Signature of Applicant RHONDA JORGENSON

COUNTY OF Douglas
STATE OF Nevada

Subscribed and sworn to before me on
This 20th day of Jan, 2012 by Rhonda Jorgenson

[Signature]
Notary Public



**SECTION V
DISCLAIMER**

DISCLAIMER

Nevada has a very liberal public records law. The Supreme Court and Attorney General have advised that any record kept by government is a public record and open to inspection by members of the public unless there is a specific statute or other law which declares the record to be confidential. The information in the application is considered a public record under Nevada's Public Records Law.

I have read, understand and received a copy of the above Disclaimer AND UNDESTAND THAT THE INFORMATION I HAVE SUBMITTED, EXCEPT FOR PERSONAL IDENTIFYING INFORMATION SUCH AS MY BIRTHDATE, FINANCIAL RECORDS AND SOCIAL SECURITY NUMBER, WILL BE CONSIDERED AS A PUBLIC RECORD.

Dated this 20 day of Jan, 2012.


Rhonda Joergenson
Signature of Applicant RHONDA JOERGENSEN

COUNTY OF Douglas
STATE OF NEVADA

Subscribed and sworn to before me on

This 20th day of Jan., 2012. by Rhonda Joergenson

Ashley Busse
Notary Public


ASHLEY BUSSE
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10/24/13
Certificate No: 05-101070-5



SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **MOUNTAIN FLYING CENTER, LLC** did on November 18, 2011, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 21, 2011.

ROSS MILLER
Secretary of State



Certified By: Stephen Loff
Certificate Number: C20111121-0057
You may verify this certificate
online at <http://www.nvsos.gov/>



ROSS MILLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4299
 (775) 684 5708
 Website: www.nvsos.gov

**Articles of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>[Signature]</i> Ross Miller Secretary of State State of Nevada	Document Number 20110821489-46 Filing Date and Time 11/18/2011 3:20 PM Entity Number E0626902011-1
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	Mountain Flying Center, LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent Name	<input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input checked="" type="checkbox"/> Office or Position with Entity (name and address below)	
	Keith Jorgenson, Managing Member Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity		
	2363 Juniper Rd. Street Address	Gardnerville City	Nevada 89410 Zip Code
	Mailing Address (if different from street address)	City	Nevada Zip Code
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):		
4. Management: (required)	Company shall be managed by <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s) (check only one box)		
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Keith Jorgenson Name 1151 Airport Rd., Ste. 1 Street Address Minden City NV 89423 State Zip Code 2) Name Street Address City State Zip Code 3) Name Street Address City State Zip Code		
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	Matt Pfleging, Legalzoom.com, Inc. Name 101 N. Brand Blvd., 11th Floor Address	<i>[Signature]</i> Organizer Signature Glendale City	CA 91203 State Zip Code
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 11/14/11 Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.L.C. Articles
 Revised on 7-1-08

COPY

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: Feb 3 2012
THAN Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy