

Recorder's Office Cover Sheet

Recording Requested By:

Name: Heather MacDonnell

Department: Airport

Item ID/Agreement #: DC-689-2024

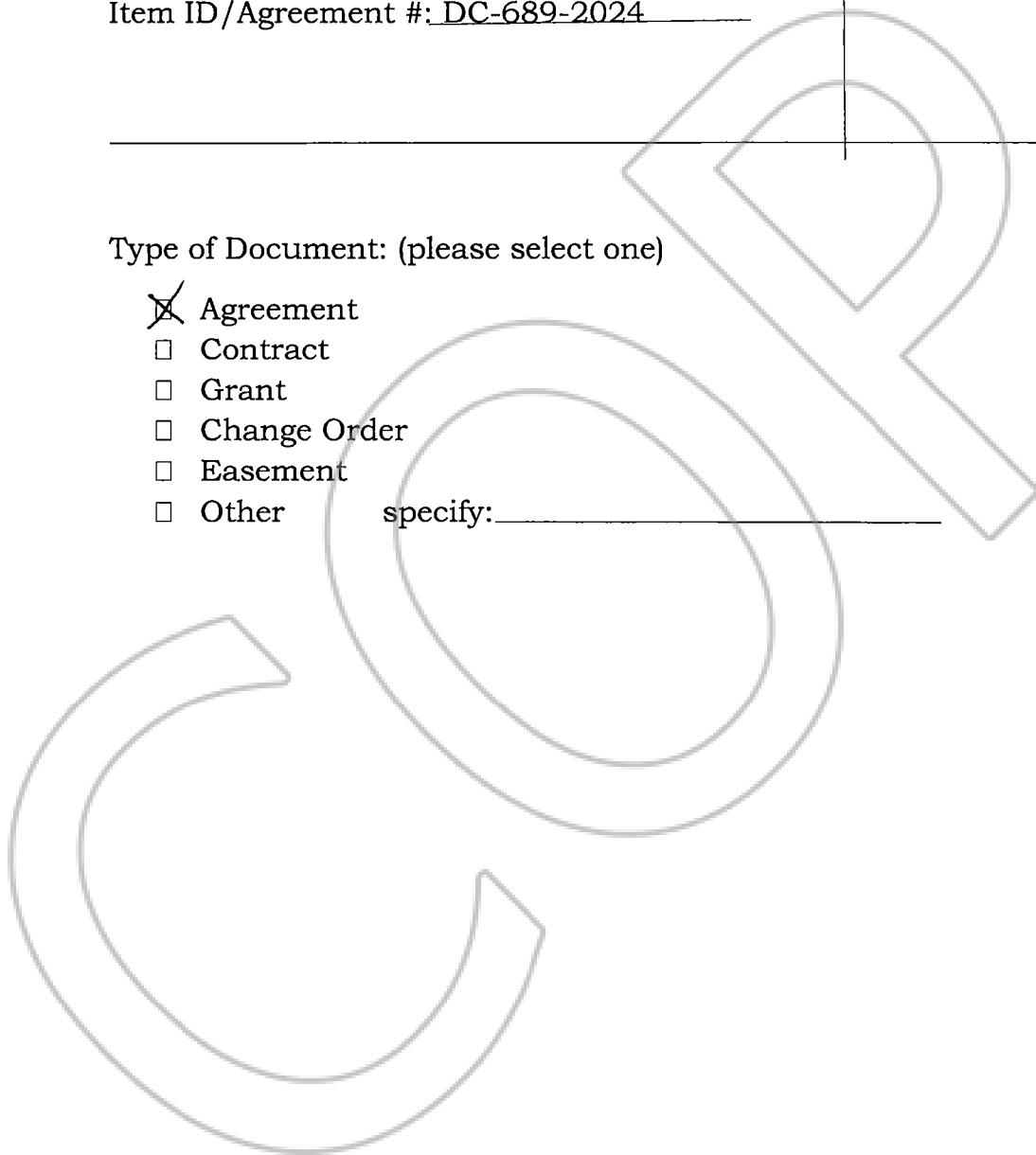


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective Jun 1, 2024 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") and Russell Weil

("Tenant(s)"). In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and for the good and valuable consideration, the parties hereby agree as follows:

1.0 **LEASE OF HANGAR:** County agrees to lease to Tenant and Tenant agrees to lease Hangar No. C-2, as shown on the attached Exhibit "A" (hereinafter the "Hangar") situated on the Airport, for the purpose of storing and parking for the following aircraft.

1.1	Aircraft make	Piper
1.2	Aircraft model	PA-11
1.3	Aircraft year	1947
1.4	Aircraft registration "N" number	N4958H
1.5	Aircraft registered owner(s)	Russell Weil and Susan Weil

2.0 **TERM:** This lease agreement shall be month-to-month and will automatically renew on a monthly basis unless notification in writing is given by the terminating party thirty (30) days in advance of termination.

3.0 **RENT, CHARGES, AND FEES:** Tenant shall pay County as monthly rent, without deduction, set-off, prior notice or demand the amount of \$ 390.00, the rent established by the Board of County Commissioners in the Airport Rates and Charges Resolution ("Resolution"), which is subject to adjustment by the Board as specified in Paragraph 4. **INCREASE IN RENT, CHARGES, AND FEES.** All rent is due to the Minden-Tahoe Airport in advance on the first day of each month. If the entire rental payment is not received by the Airport within thirty (30) days of the due date or if any check is dishonored, Tenant agrees to pay additional late and/or penalty fees, as set by Resolution.

Tenant to pay **deposit of first and last months' rent plus the sum of \$200.00** prior to hangar occupancy in hangar C-2, as a security deposit against damage to hangar, cleaning, delinquent rent, unauthorized modification, lost keys, or any other damages permitted by law which, after final inspection of the hangar after Tenant's leaving the premises, may be refunded in whole, part, or not at all. The security deposit will be held by the County without interest.

All checks shall be made payable to the Minden-Tahoe Airport and shall be delivered to 1146 Airport Road, Minden, NV 89423.

4.0 **INCREASE IN RENT, CHARGES, AND FEES:** In the event that the Board of County Commissioners increases the rent, charges, or fees in the Airport Rates and Charges Resolution, the County shall have the right to increase rent, charges, or fees after giving Tenant no less than 30 days' prior written notice of the increase.

FILED

NO. DC-1889-2024

7/24/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY JB DEPUTY

5.0 **APPURTENANT RIGHTS AND RESTRICTION:**

- 5.1 Aircraft Storage - Tenant may use the hangar as storage for Tenant's aircraft and is expressly prohibited from conducting any activity other than that provided by this agreement. Hangars are intended specifically for the cold storage of owner's aircraft only. No hangar will be assigned or rented to an individual, firm, co-partnership or corporation that does not own an aircraft. At least one aircraft **must** be stored in the hangar. It is recognized that the tenant may not have an aircraft for a period of up to 90 days due to sale, purchase or other factors related to aircraft ownership. Landlord shall require proof of aircraft ownership. Aircraft ownership shall be established by the parties name(s) appearing on the Federal Aviation Administration Form (AC Form 8050-3) Certificate of Aircraft Registration, a copy of which shall be attached to this Lease. For aircraft based at Minden-Tahoe Airport verification that the aircraft is listed on the Douglas County Tax Roll as personal property shall be provided, as applicable.
- 5.2. Minden-Tahoe Airport Rules and Regulations – Tenant shall become familiar with and shall at all times abide by all Minden-Tahoe Airport Rules and Regulations relating to the use of the T-hangar and the use of any Airport facilities, whether promulgated before or after the execution of this lease. Additionally, Tenant shall pay special attention to and adhere to the following:
- 5.2.1 All power tools shall be grounded
 - 5.2.2 Tenant to provide and maintain one (1) fire extinguisher in the hangar at all times of 5lbs or more, rated 2A -10BC.
 - 5.2.3 If authorized by the Airport Manager to use a non-county lock, Tenant shall provide Airport a key or other means of unlocking the hangar for emergency access
 - 5.2.4 The Tenant's use of the hangar is restricted to the storage of the Tenant's own aircraft and aviation related items as shown in Exhibit B, attached hereto and incorporated for reference.
 - 5.2.5 Tenant may conduct minor repair on Tenant's owned aircraft.
 - 5.2.6 The East Fork Fire and Paramedic District shall complete an annual inspection of the hangars.
- 5.3 Prohibited Uses – The following uses are prohibited and will be considered a default of this lease and may be subject to other penalties and fines under other applicable rules, regulations, Ordinances, codes, statutes and other laws:
- 5.3.1 Use of the T-Hangar for any commercial purpose, including, but not limited to, a charter service as defined in FAA Part 135, or aircraft rental, servicing, or flight instruction. Use of T-Hangar for storage of commercially used aircraft by based commercial operators who have and conduct business from a separate site on the airport will be permitted.
 - 5.3.2 Use of the T-Hangar as a place of residence or sleeping quarters for any duration
 - 5.3.3 Use of T-hangar for painting areas larger than 2 square feet at any one time
 - 5.3.4 Fueling or de-fueling inside of the T-Hangar
 - 5.3.5 Use of the T-Hangar for the storage of gasoline, oil, paint, thinner, solvents, explosive or flammable products or materials, or any other hazardous products or materials as defined in NRS 459.7024, except in amounts and in containers as approved by the operational services director and East Fork Fire and Paramedic District.
 - 5.3.6 Use of the T-Hangar for any purpose that violates any part of the Minden-Tahoe Airport Rules and Regulations, or other resolutions, order, policies or applicable laws, ordinances, or regulations as written or amended.
 - 5.3.7 Tenant shall not idle aircraft at high RPMs or complete run-up's in hangar area.

5.3.8 There shall not be any open flames in the hangar at any time.

5.3.9 There shall be no smoking in the hangar at any time.

5.4 Tenant agrees to occupy and use the hangar space for aviation related storage and allowed activities under the following restrictions:

5.4.1 The Tenant's use of the hanger is restricted by its classification by the East Fork Fire and Paramedic District as an S-1 Occupancy under the International Fire Code.

5.4.2 Tenant agrees to use not less than 80% of the square footage of the hangar for aviation related storage. Not more than 20% of the area may be used for other storage as allowed under the S-1 Occupancy classification.

5.4.3 The East Fork Fire and Paramedic District shall complete an annual inspection of the Hangar space. Notice to tenants of inspections will be provided at least three (3) days in advance to the most recent address on file with the Minden-Tahoe Airport.

6.0 **ASSIGNMENTS, TRANSFERS AND SUBLEASES:** Tenant agrees not to assign, sublet or otherwise permit occupancy or use of the hangar by parties other than the Tenant identified on the signature page of this agreement. Assignment of this agreement will not be permitted. Violation of this clause will be grounds for termination.

7.0 **MAINTENANCE AND REPAIR OF HANGAR:** Tenant agrees to maintain the hangar in a clean and orderly condition at all times, and in accordance with all safety and fire codes which may apply to aircraft hangar storage and other applicable Federal, state, and local laws and ordinances. Tenant agrees to provide and maintain all required fire extinguishers, as determined by the operational services director and the East Fork Fire and Paramedic District. Tenant agrees that no credit will be allowed Tenant by County for the cost of any maintenance or repairs completed by Tenant. Tenant agrees to report any damages to the premises and not to repair the premises without written permission of the County. Snow removal will be accomplished by Airport staff under the limitations indicated in the Digital - Chart Supplement (d-CS). Snow will not be removed closer than 36 inches from the hangar door.

8.0 **INSURANCE:** Tenant shall certify that the following insurance coverage's are in effect prior to the commencement of this rental agreement and shall maintain coverage in full force and in effect until the termination of this rental agreement.

8.1 Aircraft Liability Coverage - Aircraft liability insurance in an amount of no less than \$1,000,000 each occurrence. Douglas County shall be named as an additional insured under the liability insurance policy. If, for any reason, aircraft liability coverage does not cover the hangar or is terminated (i.e., sale or repair of aircraft), Tenant must provide general liability for the hangar for that interim period in an amount of no less than \$1,000,000 each occurrence, Douglas County being an additional insured. Failure to maintain insurance at all times may result in termination of lease.

8.2 Form of policy - All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of Nevada and shall be in a form approved by Landlord. Tenant is required to mail a certificate of insurance, signed by an authorized representative of the issuing company, annually, to the Minden-Tahoe Airport, 1146 Airport

Road, Minden, NV 89423. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

- 8.2.1 A statement that Douglas County is endorsed as a named insured under each policy or policies;
- 8.2.2 All required dollar limits of insurance coverage shall be correctly stated;
- 8.2.3 A provision that written notice of cancellation or any material change in coverage shall be delivered to Landlord at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to Airport; and
- 8.2.4 An original signature and the printed name of the insurance agent or authorized representative of the insurance company issuing the policy, including the insurance underwriter's or broker's telephone number.

9.0. **ALTERATIONS:** Tenant shall not alter any existing fixtures or improvements or alter the hangar walls, floor, doors or ceiling in any manner; nor shall Tenant add fixtures or improvements or in any other way modify the hangar without prior written approval of the Landlord. Tenant will not attach any hoisting or holding mechanism to any part of the T-Hangar, or pass any such mechanism through any part of the struts or braces of the T-Hangar. Any and all work approved by County shall be conducted at Tenant's sole cost and expense. All fixtures, improvements, and additions made in or upon the property shall, at the County's option, remain with the hangar at the termination of this agreement, however terminated, without any compensation being paid by County to Tenant. Alternatively, the County may cause the improvements to be removed at Tenant's cost.

10.0 **DEFAULT, DELINQUENCY IN RENT, AND RIGHTS OF OWNER:** When any part of the rent or other charges due from Tenant remain unpaid for 30 consecutive days, County shall be entitled to terminate the right of Tenant to use the hangar by sending to Tenant a delinquency notice, at Tenant's notice address, by certified mail, postage prepaid, containing the following:

- 10.1. An itemized statement of the Landlord's claim showing the sums due at the time of the notice and the date when the sums became due;
- 10.2. A statement that the Tenant's right to use the hangar will terminate on a specified date (not less than 20 days after the mailing of the notice) unless all sums and penalty fees due are paid by the Tenant prior to the specified date;
- 10.3. A notice that the Tenant shall be denied access to the hangar after the termination date if the sums and penalty fees are not paid; and
- 10.4. The name, street address and telephone number of the Airport whom the Tenant may contact to respond to the notice.

Once notice has been sent, and the total sum due has not been paid as of the date specified in the notice, the County may deny Tenant access to the hangar, enter the hangar, and remove any property found to a place of safekeeping. After keeping the property for a period of 30 days, the County shall have the right to dispose of the property in any manner selected by the County. The County shall be entitled to exercise all rights, including, when appropriate, default and the right to sell the property in order to satisfy any amount due. The rights provided by this agreement shall be in addition to and shall not limit all other rights provided by law to a creditor. Should Tenant wish to continue this agreement after a delinquency of 30 days or more, Tenant will be required to pay all sums due plus a reinstatement fee equal to one month's rent.

11.0. **OTHER DEFAULT:** In the event that Tenant violates any of these terms (other than the obligation to pay rent or other charges), then County may, at its option, provide Tenant with a notice stating that if the violation is not cured within 10 days of the date of the notice, then this agreement will automatically terminate. Tenant agrees that in the event of termination, Tenant shall immediately surrender possession of the hangar to County and remove all of Tenant's property, and if Tenant does not immediately notify County of surrender of the hangar and notify County that Tenant's property has been removed, County may immediately re-enter the hangar. So long as County reasonably believes that there is an imminent danger to County's interests or property, County shall be free to forcibly enter the hangar by removal of or alteration of any locks, and the parties agree that any forcible entry shall not constitute a trespass, breach of the peace, or forcible entry and detainer. In the event that, as a result of the actions on the part of Tenant, any expenses or costs are incurred by County, then County may treat the costs or expenses as rent, for all purposes, and may recover from Tenant the costs or expenses.

12.0 **TERMINATION:** This rental agreement may be terminated by either party, without cause, upon 30 days' prior written notice. Upon termination of this agreement initiated by either party, Tenant agrees to return T-Hangar keys and gate access cards to Airport and to remove all of the Tenant's personal property. Tenant shall leave the premises in a neat, clean and orderly condition, allowing for ordinary and normal usage during occupancy. Tenant shall reimburse County for the repair of any damage to the premises including, but not limited to, bent, broken or cut interior or exterior walls, damage to floors, or damage to doors due to Tenant's operation or neglect. If Tenant does not return T-hangar in a neat and clean condition the County will charge Tenant for hangar cleaning at cost, plus an administrative fee equal to 15% of the cost.

13.0 **HOLD HARMLESS:** The Tenant, in consideration of the County's agreement to rent the Hangar to Tenant pursuant to the agreement, agrees that at all times during the term of this agreement Tenant shall indemnify and defend, saving harmless County, its officers, boards, commissions, agents and employees, from any and all claims by any person whatsoever on account of property damage, injury or death of a person or person acting on behalf of or upon the request of the Tenant during the term of this agreement.

Tenant further covenants and agrees that it will not hold the County, its officers, boards, commissions, agents and employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other natural or manmade cause, whether said cause to be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the t-hangars or upon the Airport; and Tenant agrees that the aircraft and any other of Tenant's stored property, whether on the airport or in the hangars, is at Tenant's risk.

County, its officers, boards, commissions, agents and employees shall be held harmless in all respects for any cost, expense or liability of any nature which may be incurred by the Tenant during the term of this agreement. County shall have no liability of any loss or damage to goods; property or equipment of Tenant or third parties located upon or used in connection with said premises irrespective of the source or such loss or damage.

14.0 **SUCCESSORS IN INTEREST:** Subject to the restrictions upon assignment in Section 6.0, this agreement shall be in favor of and bind the heirs, executors, administrators, successors and assigns of the parties, provided, however, that Tenant's interest in this lease is not devisable, assignable or otherwise transferable.

- 15.0 **SECURITY:** Tenant shall be solely responsible for all on-site security. County shall have no obligation to provide security for the premises, and shall not be liable for any loss of property by theft or otherwise. County shall not be responsible for the safety and security of Tenant's aircraft or personal property. The aircraft and personal property shall be the responsibility of Tenant at all times.
- 16.0 **TAXES & UTILITIES:** Tenant shall pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon the use of the T-Hangar made as a result of this rental agreement, or any possessory interest which Tenant may have under this rental agreement. Tenant shall be responsible for the payment of all utility fees for the T-Hangar. Any payments of the taxes, assessments, utilities or charges by Tenant shall not reduce any rent or charges due County, and payments shall be the liability of, and shall be paid promptly by, Tenant when due.
- 17.0 **NOTICES:** Any notice required or permitted to be given or served whether pursuant to the terms of this agreement or any provision of law shall be served by certified mail, postage prepaid to the respective addresses, and, in the case of the Tenant, to the alternative address, or at any other address as the party to be notified may from time to time designate in writing. It is the Tenants responsibility to provide the County with written notice of any change in address within 10-days of change, and the Tenant shall provide such notice on a form provided by the Airport.

For the purposes of this agreement, County's address to which notices may be sent is as follows:

Minden-Tahoe Airport
1146 Airport Road
Minden, NV 89423

For purposes of this agreement, Tenant's address to which notices may be sent is as follows:

Name:	Russell Weil
Address:	2792 Pamela Pl. Minden, NV 89423
Phone:	775-267-4057
Cell:	408-828-4415
E-mail:	rusty41251@yahoo.com

- 18.0 **ENTRY OF HANGAR:** Tenant consents to County's entry and inspection of the hangar at reasonable times during the term of this agreement and any extension, provided that the County shall, except in an emergency, provide Tenant with three (3) days advanced notice to the email address stated above, with a copy of the notice posted on the Hangar. The County will, within twenty-four hours after the inspection also postmark a mailed notice to the Tenant at the noticing address. Entry and inspections may be for the purpose of determining compliance with the terms of this agreement, for maintenance or repairs which may be required or for any other reasonable purpose. Under certain emergency situations County's entry will occur as needed to maintain safety.
- 19.0 **SEVERABILITY:** It is the intent of the parties that the sections, paragraphs, sentences, clauses, and phrases of this agreement are severable and if any phrase, clause, sentence, paragraph, or section of this agreement is declared invalid by the final judgment or decree of a court or competent jurisdiction the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this agreement.

- 20.0 **DISPUTE RESOLUTION:** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.
- 21.0 **DESTRUCTION:** If the premises are rendered untenable by the elements, or by any other clause not resulting from lessee's neglect or fault, the obligation to pay rent shall cease until the premises are repaired. When the premises are tenable the obligation to pay rent will resume.
- 22.0 **SUBORDINATION OF LEASE:** The Parties agree that this Lease shall be subordinate to the terms of any instrument or document under which County acquired the Airport land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms. This Lease shall be subordinate to the terms of any existing or future contract between County and the United States of America relating to the development, operation or maintenance of Airport, the entering of which has been or might be required as a condition precedent to the expenditure of federal funds for the development of Airport. Such contract documents are public records and may be requested by Lessee at any time in accordance with NRS Chapter 239.

by Russell T. Weil
Name

by _____
Name

MINDEN-TAHOE AIRPORT

by [Signature]
Name Jennifer Davidson
Title County Manager

EXHIBIT "A"

INTERNATIONAL FIRE CODE AND T-HANGAR RENTAL AGREEMENT REQUIRES COMPLIANCE WITH THE FOLLOWING ITEMS:

- Smoking or lighting of an open fire is prohibited at places posted with signs, or within fifty (50) feet of hangars, fuel trucks, or fuel loading stations, and tank farms.
- No person shall start an open fire any place on the Airport without permission of the Airport Manager.
- No hangar tenant, other than provided herein, shall store hazardous material or equipment, use flammable liquids or gases, or allow their premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the Airport.
- No person shall use flammable or volatile liquids in the cleaning of aircraft, aircraft engines, propellers, and appliances within the hangar.
- Tenants shall provide approved metal containers for the storage of oily waste rags and other flammable materials and shall maintain hangar floors and vehicles clean and free of excess gasoline, grease and other inflammables.
- Paint, varnish, paper, boxes, and other litter or rubbish shall not be accumulated in any hangar or building.
- Storage of more than 5 gallons (cumulative total) of flammable liquids in other than fire department approved containers is prohibited.
- T-hangars shall not be used for the storage of gasoline, oil, paint, thinner, solvents, explosive or flammable products or materials, except as noted herein. The storage or use of other hazardous materials or products as defined in NRS 459.7024 are not allowed, except in amounts and in containers approved by the operational services director and the East Fork Fire and Paramedic Districts.
- Tenants are required to keep their premises clean and clear of all rubbish, junk, and other debris. If after warning by the Airport Manager and/or East Fork Fire and Paramedic District, the area is not cleaned, cleaning may be done by Airport personnel and billed to the tenant. (Note: failure to maintain a clean and orderly premise constitutes default under the lease.)
- Hangar entrances shall be kept clear at all times.
- Electrical extension cords, for use with portable equipment only, must be Underwriters Laboratory (U/L) or Factory Mutual (FM) approved. All extension cords shall be of the heavy-duty type, three wire and must be disconnected when tenant is not in the t-hangar. Certain items may be connected to electrical outlets when the tenant is not in the hangar, e.g. aircraft engine heaters, small trickle or battery maintenance chargers etc., however the connecting cords may not be allowed to lay upon the floor. Outlet connectors or extension cords designated for indoor or household use may not be used. A small refrigerator may remain plugged in so long as it is not connected to any electrical outlet with an extension cord.
- Aviation fuel may not be dispensed into or removed from the fuel system of an aircraft within a t-hangar.
- Welding, gas cutting, grinding and related spark producing activities are prohibited in the hangar.
- Storage of excessive fuel loads, such as firewood is prohibited in the hangar.
- Open flames of any kind are prohibited without the prior written permission of the Airport Manager and/or the East Fork Fire and Paramedic Districts.

- ❑ Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable Regulatory Measures and all fire code and practices recommended by the NFPA, unless otherwise directed or authorized in writing by the Airport Manager and/or East Fork Fire and Paramedic District to deviate from same.
- ❑ Entities shall comply with all directives issued by the Airport Manager and/or East Fork Fire and Paramedic District regarding the removal of fire hazards, arrangement or modification of Vehicles or Equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.
- ❑ Entities using the Airport or the facilities located at the Airport shall exercise the utmost care to guard against fire and injury to persons or property.

GENERAL FIRE PROTECTION AND SAFETY REQUIREMENTS

- ❑ Provide keys and/or key box for fire department access.
- ❑ Provide a minimum of one (1) fire extinguisher with a rating of 2A-1 OBC, five (5) Lb. Minimum.
- ❑ Mount extinguisher(s) where readily accessible, maximum not to exceed five (5) feet from floor level. Minimum not to be below four (4) feet from floor level.
- ❑ Post sign(s)-indicating location of extinguisher(s) not readily visible.
- ❑ Each fire extinguisher shall be serviced annually and after each use.
- ❑ Each electrical switch, receptacle, junction box, and/or panel shall have an approved cover.
- ❑ All wiring shall be maintained in good condition and protected from damage.
- ❑ The use of multi-plug adapters and non-approved extension cords is prohibited.
- ❑ Electrical panel and equipment shall have a minimum of 30" clearance in front of the panel.
- ❑ Each circuit breaker within the electrical panel shall be marked or labeled.
- ❑ Remove storage from exits, aisles, and other areas of pedestrian traffic.
- ❑ Provide a clear path of egress to each exit. All storage shall be free from the exit path and maintained in an orderly manner at all times.
- ❑ Provide approved clearance between heat production/source appliances and combustibles.
- ❑ Approved trash containers shall be provided for the disposal of debris. All waste shall be disposed of routinely.
- ❑ Remove or store oily rags and similar materials in closed metal containers.
- ❑ Hazardous and flammable liquids shall be stored in an approved storage cabinet.

Excerpt from 2003 International Fire Code

[B] Storage Group S. Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

Moderate-hazard storage, Group S-1. Buildings occupied for storage uses which are not classified as Group S-2 including, but not limited to, storage of the following:
 Aerosols, Level 2 and 3
 Aircraft repair hangar

Bags, cloth, burlap and paper
Bamboo and rattan
Baskets
Belting, canvas and leather
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth-covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
Furniture
Furs
Glue, mucilage, paste and size
Grain
Horn and combs, other than celluloid
Leather
Linoleum
Lumber
Motor vehicle repair garages (complying with the *International Building Code* and containing less than the maximum allowable quantities of hazardous materials)
Photo engraving
Resilient flooring
Silk
Soap
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstering and mattress
Wax candles

Low-hazard storage, Group S-2. Includes, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products may have a negligible amount of plastic trim such as knobs, handles, or film wrapping. Storage uses shall include, but not be limited to, storage of the following:

Aircraft hangar
Asbestos
Beverages up to and including 12-percent alcohol in metal, glass or ceramic containers
Cement in bags
Chalk and crayons
Dairy products in nonwaxed coated paper containers
Dry cell batteries
Electrical coils
Electrical motors
Empty cans
Food products
Foods in noncombustible containers
Fresh fruits and vegetables in non-plastic trays or containers
Frozen foods
Glass
Glass bottles, empty or filled with noncombustible liquids
Gypsum board
Inert pigments
Ivory
Metal desks with plastic tops and trim
Metal parts
Metals
Mirrors
Oil-filled and other types of distribution transformers
Parking garages (open or enclosed)
Porcelain and pottery
Stoves
Talc and soap stones
Washers and dryers

EXHIBIT "A"

INTERNATIONAL FIRE CODE AND T-HANGAR RENTAL AGREEMENT REQUIRES COMPLIANCE WITH THE FOLLOWING ITEMS:

- ❑ Smoking or lighting of an open fire is prohibited at places posted with signs, or within fifty (50) feet of hangars, fuel trucks, or fuel loading stations, and tank farms.
- ❑ No person shall start an open fire any place on the Airport without permission of the Airport Manager.
- ❑ No hangar tenant, other than provided herein, shall store hazardous material or equipment, use flammable liquids or gases, or allow their premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the Airport.
- ❑ No person shall use flammable or volatile liquids in the cleaning of aircraft, aircraft engines, propellers, and appliances within the hangar.
- ❑ Tenants shall provide approved metal containers for the storage of oily waste rags and other flammable materials and shall maintain hangar floors and vehicles clean and free of excess gasoline, grease and other inflammables.
- ❑ Paint, varnish, paper, boxes, and other litter or rubbish shall not be accumulated in any hangar or building.
- ❑ Storage of more than 5 gallons (cumulative total) of flammable liquids in other than fire department approved containers is prohibited.
- ❑ T-hangars shall not be used for the storage of gasoline, oil, paint, thinner, solvents, explosive or flammable products or materials, except as noted herein. The storage or use of other hazardous materials or products as defined in NRS 459.7024 are not allowed, except in amounts and in containers approved by the operational services director and the East Fork Fire and Paramedic Districts.
- ❑ Tenants are required to keep their premises clean and clear of all rubbish, junk, and other debris. If after warning by the Airport Manager and/or East Fork Fire and Paramedic District, the area is not cleaned, cleaning may be done by Airport personnel and billed to the tenant. (Note: failure to maintain a clean and orderly premise constitutes default under the lease.)
- ❑ Hangar entrances shall be kept clear at all times.
- ❑ Electrical extension cords, for use with portable equipment only, must be Underwriters Laboratory (U/L) or Factory Mutual (FM) approved. All extension cords shall be of the heavy-duty type, three wire and must be disconnected when tenant is not in the hangar. Certain items may be connected to electrical outlets when the tenant is not in the hangar, e.g. aircraft engine heaters, small trickle or battery maintenance chargers etc., however the connecting cords may not be allowed to lay upon the floor. Outlet connectors or extension cords designated for indoor or household use may not be used. A small refrigerator may remain plugged in so long as it is not connected to any electrical outlet with an extension cord.
- ❑ Aviation fuel may not be dispensed into or removed from the fuel system of an aircraft within a t-hangar.
- ❑ Welding, gas cutting, grinding and related spark producing activities are prohibited in the hangar.
- ❑ Storage of excessive fuel loads, such as firewood is prohibited in the hangar.
- ❑ Open flames of any kind are prohibited without the prior written permission of the Airport Manager and/or the East Fork Fire and Paramedic Districts.

- Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable Regulatory Measures and all fire code and practices recommended by the NFPA, unless otherwise directed or authorized in writing by the Airport Manager and/or East Fork Fire and Paramedic District to deviate from same.
- Entities shall comply with all directives issued by the Airport Manager and/or East Fork Fire and Paramedic District regarding the removal of fire hazards, arrangement or modification of Vehicles or Equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.
- Entities using the Airport or the facilities located at the Airport shall exercise the utmost care to guard against fire and injury to persons or property.

GENERAL FIRE PROTECTION AND SAFETY REQUIREMENTS

- Provide keys and/or key box for fire department access.
- Provide a minimum of one (1) fire extinguisher with a rating of 2A-1 OBC, five (5) lb. Minimum.
- Mount extinguisher(s) where readily accessible, maximum not to exceed five (5) feet from floor level. Minimum not to be below four (4) feet from floor level.
- Post sign(s)-indicating location of extinguisher(s) not readily visible.
- Each fire extinguisher shall be serviced annually and after each use.
- Each electrical switch, receptacle, junction box, and/or panel shall have an approved cover.
- All wiring shall be maintained in good condition and protected from damage.
- The use of multi-plug adapters and non-approved extension cords is prohibited.
- Electrical panel and equipment shall have a minimum of 30" clearance in front of the panel.
- Each circuit breaker within the electrical panel shall be marked or labeled.
- Remove storage from exits, aisles, and other areas of pedestrian traffic.
- Provide a clear path of egress to each exit. All storage shall be free from the exit path and maintained in an orderly manner at all times.
- Provide approved clearance between heat production/source appliances and combustibles.
- Approved trash containers shall be provided for the disposal of debris. All waste shall be disposed of routinely.
- Remove or store oily rags and similar materials in closed metal containers.
- Hazardous and flammable liquids shall be stored in an approved storage cabinet.

Excerpt from 2003 International Fire Code

[B] **Storage Group S.** Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

Moderate-hazard storage, Group S-1. Buildings occupied for storage uses which are not classified as Group S-2 including, but not limited to, storage of the following:
 Aerosols, Level 2 and 3
 Aircraft repair hangar

Bags, cloth, burlap and paper
Bamboo and rattan
Baskets
Belting, canvas and leather
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth-covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
Furniture
Furs
Glue, mucilage, paste and size
Grain
Horn and combs, other than celluloid
Leather
Linoleum
Lumber
Motor vehicle repair garages (complying with the *International Building Code* and containing less than the maximum allowable quantities of hazardous materials)
Photo engraving
Resilient flooring
Silk
Soap
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstering and mattress
Wax candles

Low-hazard storage, Group S-2. Includes, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products may have a negligible amount of plastic trim such as knobs, handles, or film wrapping. Storage uses shall include, but not be limited to, storage of the following:

Aircraft hangar
Asbestos
Beverages up to and including 12-percent alcohol in metal, glass or ceramic containers
Cement in bags
Chalk and crayons
Dairy products in nonwaxed coated paper containers
Dry cell batteries
Electrical coils
Electrical motors
Empty cans
Food products
Foods in noncombustible containers
Fresh fruits and vegetables in non-plastic trays or containers
Frozen foods
Glass
Glass bottles, empty or filled with noncombustible liquids
Gypsum board
Inert pigments
Ivory
Metal desks with plastic tops and trim
Metal parts
Metals
Mirrors
Oil-filled and other types of distribution transformers
Parking garages (open or enclosed)
Porcelain and pottery
Stoves
Talc and soap stones
Washers and dryers

ACKNOWLEDGEMENT (to be attached to rental agreement)

REQUIREMENTS PRIOR TO OCCUPANCY – NO EXCEPTIONS

1. First and last months' rent and \$200.00 security deposit.
2. Certificate of liability Insurance and Douglas County and Minden-Tahoe Airport as additionally named insured.
3. Certificate of ownership (title or current registration)
4. Verification of Douglas County personal property tax liability.
5. **Fire Extinguisher**, approved by the East Fork Fire and Paramedic District (782-9040)
10 lb or larger, Rate = 2 A 10 B C Must hang on wall next to single main exit door.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS FOR OCCUPANCY

Russell T. West

Name

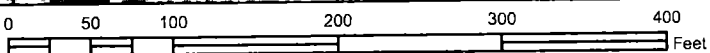
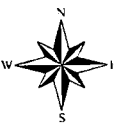
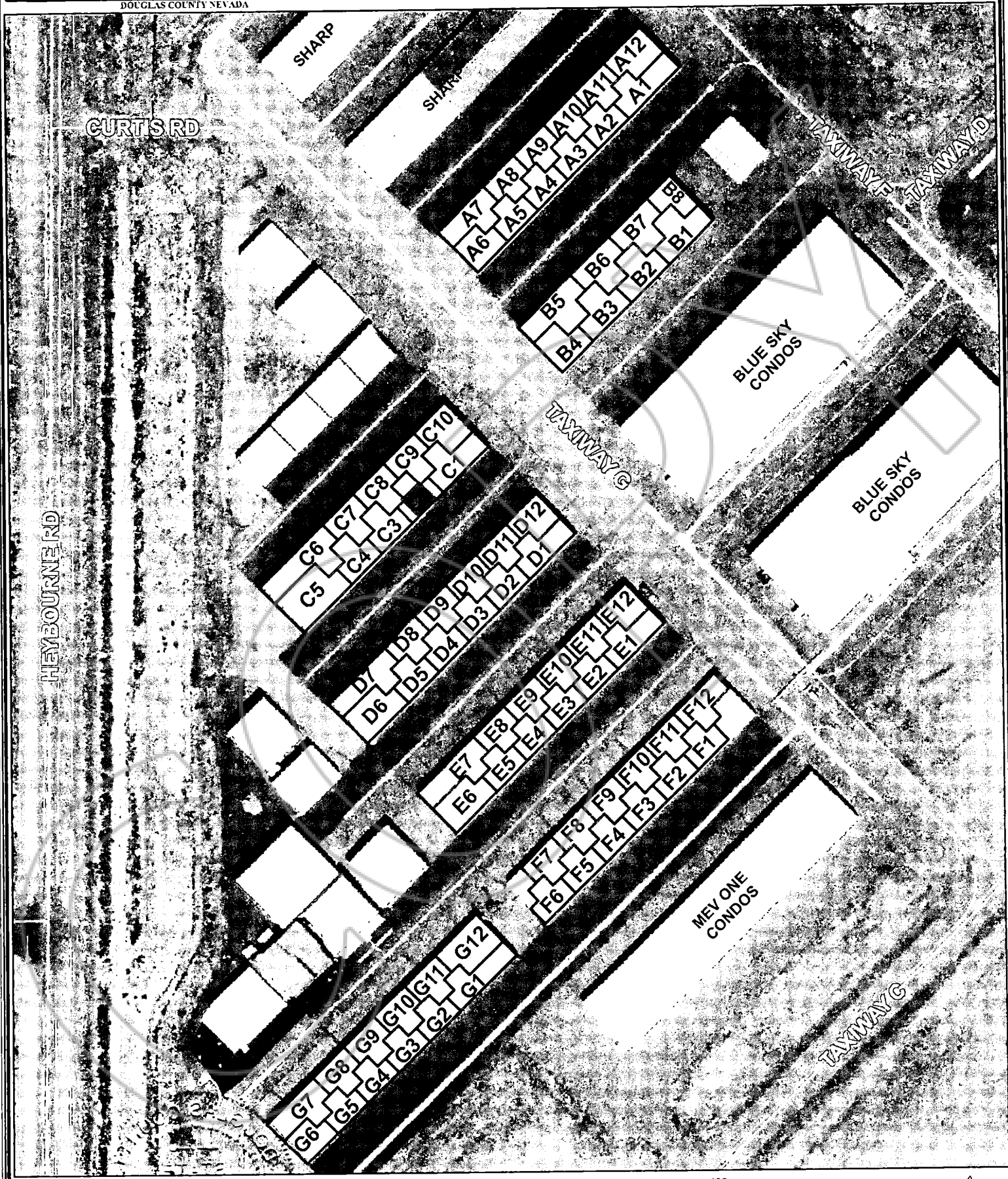
Name



MINDEN-TAHOE AIRPORT

DOUGLAS COUNTY NEVADA

Hangar Map



Print Date: 10/9/2014 -- File Name: Hangar_Map_8x11P

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.



COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

24th day of July, 2024

By Carly Balda Deputy