

DANBURY AVIATION COMMISSION
REGULAR MEETING
MINUTES

Danbury Aviation Commission -- 7:00 p.m.
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810
Third Floor / Room 3C / Tuesday, November 16, 2010

01 Meeting Called to Order at 7:00 p.m. By Chairman Ashkar.

02 Roll Call:

Present: Commissioners Ashkar, Zilinek, Opperman, Baker

Absent: Frizzell

03 Motion made to accept the minutes of the Regular Meeting held on September 21, 2010 as printed by Commissioner Opperman, seconded by Commissioner Zilinek, and unanimously approved.

04 Liaison Report:

No liaison report was given.

05 Administrator's Monthly Report:

Mr. Paul Estefan stated the snowblower is on order and may receive next month.

06 Public speaking session of items listed on agenda

Motion was made to open Public Speaking by Commissioner Zilinek, seconded by Commissioner Baker, and unanimously approved.

Mr. Wayne Toher, Reliant Air, has a concern regarding the land lease and through the fence proposals by the FAA and objects to the proposals. Mr. Toher added he commended the City for obtaining a snowblower for the Airport.

Motion was made to close Public Speaking by Commissioner Zilinek, seconded by Commissioner Oppermann, and unanimously approved.

Old Business

No report was given for Old Business.

New Business

Danbury Municipal Airport Leases, Minimum Standards, and Through the Fence Agreements

Mr. Estefan read into the minutes letter dated October 19, 2010 address to Gail Lattrell, FAA, copy attached.

Also advised there were lease summaries attached to this letter and delivered the Auditor Reports for the years 2007/2008, 2008/2009, and 2009/2010, copies attached which shows the profits and losses to the Airport. Mr. Estefan summarized the attachments advising the FAA would be looking at our leases, how we financially operate the airport, review the fee structures and appraisals. This letter was drafted by Hoyle Tanner & Associates. With reference to page 3 regarding "aviation purposes as to be acquired", our Airport Master Plan will need to be updated.

Mr. Estefan requested permission from the Commission to forward said letter to the FAA. Commissioner Baker stated our Minimum Standards are part of the existing leases and if the FAA requests us to make changes, we should just change the Minimum Standards. Attorney Pinter advised the FAA has superseding rights over what this commission does. He also advised the FAA wants to make sure the revenue stream was matching the expenditure and maintenance at the airport. Mr. Estefan advised as the new leases come to the commission for approval, the through-the-fence language is included, as it was in the recent Westconn Aviation lease. Also advised we have no recommendations to change the Minimum Standards at this time.

RECEIVED FOR RECORD
DANBURY TOWN CLERK
2010 NOV 22 A 10:07

BY: *MMK*

City of Danbury - Airport Revenues/Expenditures

				<u>2007/2008</u>	<u>2008/2009</u>	<u>2009/2010</u>
Airport Revenues						
00002	1000	4641	Aircraft Registrations	39,200.00	43,870.00	47,880.00
00002	1000	4642	Airport Charges	476,869.35	561,668.47	488,078.48
Airport Revenues				516,069.35	605,538.47	535,958.48
Airport Expenditures						
00002	9200	5020	Salaries Regular	251,518.48	259,873.16	263,063.05
00002	9200	5030	Overtime Salaries	7,809.43	9,422.99	8,455.10
00002	9200	5040	Part-Time Salaries	45,601.60	46,758.24	46,299.61
00002	9200	5243	Worker's Comp Insurance	5,746.00	6,140.00	6,016.00
00002	9200	5315	Communication Services	1,191.62	1,044.66	1,149.25
00002	9200	5318	Postage	903.64	955.49	887.91
00002	9200	5322	Conferences	-	559.20	-
00002	9200	5323	Subscriptions-Memberships	1,004.80	-	163.80
00002	9200	5326	Utility Service	32,999.55	35,086.07	27,556.65
00002	9200	5328	Office Services	255.20	251.75	-
00002	9200	5330	Leased Equipment	4,207.13	5,050.82	4,934.07
00002	9200	5334	Outside Services	6,321.32	10,336.00	6,394.40
00002	9200	5502	Maintain Bldgs-Structures	8,069.25	15,116.55	7,900.00
00002	9200	5511	Maintain Airport Field	19,207.20	18,332.74	23,544.40
00002	9200	5549	Maintenance Other	37,935.00	-	1,530.35
00002	9200	5601	Office Supplies	377.36	631.85	267.98
00002	9200	5612	Clothing-DryGoods-Linens	613.90	664.40	474.10
00002	9200	5615	Heating Fuel	20,125.70	23,429.55	18,427.17
00002	9200	5620	Motor Fuel	10,478.43	12,305.65	7,340.49
00002	9200	5626	Industrial Chemical-Supplies	500.00	1,150.00	1,062.80
00002	9200	5634	Airport Materials	-	93.78	486.13
00002	9200	5679	Materials-Supplies Other	90.31	321.94	-
00002	9200	5701	Office Equipment	98.40	-	-
00002	9200	5708	Rd Construction&Maint Equip	-	39,608.44	-
00002	9200	5709	Garage & Shop Equip	1,811.09	477.40	-
00002	9200	5711	Communication Equip	911.89	377.78	497.95
00002	9200	5713	Safety Equipment	367.27	33.00	319.71
00002	9200	5715	Equipment Other	10,868.50	747.45	759.16
Total Airport Direct Expenditures				469,013.07	488,768.91	427,530.08
Airport Income/Loss Before Employee Benefits				47,056.28	116,769.56	108,428.40
Airport Expenditures Charged to Other General Government Departments				166,947.34	159,064.54	170,760.94
Airport Net Income/(Loss)				(119,891.06)	(42,294.98)	(62,332.54)



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

October 19, 2010

Ms. Gail Lattrell
Federal Aviation Administration, Airports Division
New England Region, ANE-600
12 New England Executive Park
Burlington, MA 01803 – 5299

Re: Danbury Municipal Airport Leases, Minimum Standards and Through-the-Fence Agreements

Dear Ms. Lattrell,

As part of Phase 2 of the Danbury Municipal Airport's Obstruction Analysis, the City of Danbury Connecticut entered into a contract with Hoyle, Tanner & Associates to complete the following tasks:

- Review and recommend revisions to existing airport leases and develop a standard lease template for airport land leases.
- Review Airport Minimum Standards for the Conduct of Aeronautical Activity and existing Through the Fence Operating Rights and Access Agreements (TTF) and make recommendations for improvements.

This letter addresses each of these items, in turn, below.

Review and recommend revisions to existing airport leases and develop a standard lease template for airport land leases.



Danbury Airport has some very challenging existing lease rights that it is managing. Many of the leases are historic and executed without the benefit of Airport Minimum Standards in force at the time of execution or FAA compliance review at initiation. Attempts to bring these older leases into compliance will require expensive litigation and strong FAA encouragement and support. As an example, a recent acquisition of one on-airport FBO by another was an opportunity for the Sponsor to disapprove of the rights transfer and renegotiate the lease but because of the language of the existing lease which specifically allowed assignment of the lease rights and the known litigious nature of the FBO owners, the Sponsor was understandably reluctant to legally block the action. Some of the more recently executed leases are consistent with FAA compliance requirements. A spreadsheet comparing the leases and fee structures from both on airport leases and off airport Through the Fence (TTF) FBO operating licenses is attached as **Enclosure 1**. A lease template with FAA compliant language suitable for any new on-airport FBO's is attached as **Enclosure 2**.

Review Airport Minimum Standards for the Conduct of Aeronautical Activity and existing Through the Fence Operating Rights and Access Agreements (TTF) and make recommendations for improvements.

The Danbury Airport has as many TTF FBO's as on-airport FBO's but all operators are required by existing Airport Minimum Standards to be licensed in the same manner and pay the same fees for providing the same services to the flying public. This generally holds true except for Conanicut Aviation who owns and operates a large private box hangar and a 10 unit nested T hangar off the airport with deeded access rights to the airport. One other off airport hangar (Macton) does not appear to provide any services. The Airport does not currently have an FBO category of licensing for aircraft hangaring in their Minimum Standards as is found at many airports and therefore the owners of Conanicut and the tenants in the nested T's pay no fee for access or use of the field. A reasonable solution would be for the Airport to add aircraft hangaring to the FBO licensing categories with a fair and reasonable fee attached in their existing Minimum Standards. In this way all TTF operators generating revenue by hangaring aircraft would be in compliance with FAA requirements to be charged fair and reasonable fees and the airport would gain some additional revenue. This may be difficult to adopt as the existing TTF operators will consider it a burdensome fee. It may be necessary to grandfather the existing TTF operators who already pay for the opportunity to conduct a business and access the field and only require the hangaring fee to apply when they sell or transfer their business interests. The Conanicut Deed, **Enclosure 3**, requires the owner and assigns to comply with all rules and regulations that apply equally to other users who access the field. By reference this deed requirement would include the Airport Minimum Standards so a change requiring a fee for hangaring would be an appropriate mechanism. A copy of the Airport's current Minimum Standards is provided as **Enclosure 4**. Language that would add a hangaring FBO permit or

licensing category for on and off airport users could be added with the necessary public input and legal assistance.

An alternative to the hangaring Minimum Standards change would be a TTF licensing agreement template. To agree to an additional TTF licensing fee the Airport would have to consider adopting another change to the existing Minimum Standards and licensing fees. It is not expected that the owners of Conanicut or Macton, airport users who currently have deeded access, would willingly embrace either of these alternatives however these are the alternatives that would create a fair and more equal business environment for all TTF operators at Danbury. A copy of a suitable TTF access license agreement suitable for tailoring for any new off-airport TTF operators is attached as **Enclosure 5**. A long range strategy is for the City and Airport Commission to consider designating the off airport lands that are currently being used for Aviation purposes as "to be acquired" during the next Airport Master Plan Update. The Airport would have to be prepared to acquire the TTF parcels to extinguish the sometimes unfair business competition the TTF operators have over the on Airport FBO's. Although tax revenues would be possibly lost, Aviation related lease rates should continue to escalate to a fair market value. This land acquisition strategy would help ensure the City maintains aviation compatible land uses around the airport.

Please do not hesitate to contact me or Evan McDougal of Hoyle, Tanner & Associates, Inc. at (603) 669-5555 or emcdougal@hoyletanner.com should you have any questions regarding this letter.

Sincerely,

DANBURY MUNICIPAL AIRPORT



Paul D. Estefan
Airport Administrator

Enclosures

CITY OF DANBURY
Danbury Municipal Airport
Lease Summary

Aviation Related - on Airport	Lease signing date/initial term	Lease renewal options	2009 annual payment amount	acres	sq ft leased	lease \$ psf
Business Aircraft Center	2/7/1983 - 25 years	2 X 10 years (expired)	\$1,500.00	7.0000	304,920.00	\$ 0.038
Executive Air Services	7/1/2002 - 25 years	2 X 10 years	\$30,270.47	5.0100	218,235.60	\$ 0.139
Executive Hangars Condo Assoc	7/1/2002 - 25 years	1 X 10 year & 1 X 10 ROFR	\$9,802.74	2.8130	122,534.28	\$ 0.080
Santoto LLC (Danbury Aviation)	7/14/89 - 25 years	1 X 15 years	\$947.65	1.0000	43,560.00	\$ 0.022
			\$52,520.86		689,249.88	

Aviation Related - off Airport with additional Leased Airport Land	Date	Lease renewal options	Amount Due	acres	sq ft leased	lease \$ psf
Curtiss Aero	9/1/2005 - 10 years	1 X 10 years	\$3,316.87	0.5835	25,417.26	\$ 0.130
Reliant Aircraft	11/1/2002 - 5 years	2 X 5 years	\$7,316.35	1.1300	49,222.80	\$ 0.149
Sadler Aircraft	5/1/2006 - 10 years	1 X 10 years	\$10,472.04	1.7556	76,473.94	\$ 0.137
			\$21,105.26		151,114.00	

Aviation Related - off Airport Privately owned, deeded TIF access	Date	renewal options	Amount Due	acres	sq ft owned	\$ access fee
Conanicut Aviation (10 T's and 1 corp hgr)				2.2000	95,832.00	\$ -
Miry Brook LLC (Macton) (at least 1 hgr)				3.1800	138,520.80	\$ -
					234,352.80	

Non Aviation on Airport Revenue	Date	Lease renewal options	Amount Due	acres	sq ft leased	Total lease \$ psf	Taxes \$ PSF	Total \$ PSF
Olive Garden - parcel 2	10 year	4 X 5 years	\$100,350.00	2.3800	103,672.80	\$ 0.968	0.80	\$ 1.77
Red Lobster- parcel 3	10 year	4 X 5 years	\$100,350.00	2.2900	99,752.40	\$ 1.006	0.80	\$ 1.81
Urstadt Biddle parking (rear)	15 years	3 X 5 years	\$24,449.00	0.3692	16,084.00	\$ 1.520	0.00	\$ 1.52
Urstadt Biddle parking (side)	15 years	3 X 5 years	\$18,515.00	0.2312	10,069.00	\$ 1.839	0.00	\$ 1.84
Urstadt Biddle parking (additional Side Parcel)	15 years	3 X 5 years	\$23,326.00	0.3194	13,915.00	\$ 1.676	0.00	\$ 1.68
Weeks Automotive	7/1/2007 - 10 years	2 X 5 years	\$15,554.87	0.8449	36,804.00	\$ 0.423	0.80	\$ 1.22
Jay Earl Associates	2003 - 20 years	2 X 5 years	\$12,807.83	1.9100	83,199.60	\$ 0.154	0.80	\$ 0.95
			\$295,352.70		363,496.80			

LEASE AND OPERATING RIGHTS AGREEMENT

Danbury Municipal Airport

Corporate/General Aviation

Fixed Base Operator

THIS LAND LEASE AND RIGHTS AGREEMENT, hereinafter "Lease" or "Agreement", made and entered this XXth day of -, 20XX, by and between the City of Danbury, Danbury, Connecticut, with offices at the City Hall, Danbury, CT (hereinafter "Landlord"), and XXXXXX Aviation, LLC (hereinafter "Tenant").

WITNESSETH

WHEREAS, Landlord owns, controls, and operates, for the use and benefit of the public, Danbury Municipal Airport, located in Danbury, CT, hereinafter called the "Airport"; and

WHEREAS, aircraft services at the Airport are essential to users of the Airport, to the continued viability of the Airport, and to the economic well-being and convenience of the citizens and residents of the area served by the Airport; and

WHEREAS, Landlord in recognition of the foregoing, desires to make certain aircraft services available at the Airport; and

WHEREAS, Landlord has set aside land and tiedown sites for the express purpose of providing aircraft services; and

WHEREAS, Tenant desires to provide services at the airport, and has proposed to operate as a Corporate/General Aviation Fixed Base Operator (FBO) and

WHEREAS, Tenant is ready and able to occupy and provide aviation services from City owned facilities on land leased from Landlord for the purposes of providing FBO services immediately; and

WHEREAS, Tenant and Landlord are prepared to abide by the Agreement and covenants contained herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree for themselves, their heirs, successors, legal representatives and assigns as follows:

ARTICLE I. LEASED PREMISES

The Landlord hereby leases to Tenant, for the period and subject to the terms and conditions hereinafter stated the land. (buildings, and fuel farm) shown as the "Leased Area" on Exhibit A attached hereto and made a part hereof by reference (hereafter sometimes referred to as the "Premises"). The buildings to be leased contain approximately XXXXX square feet or as may be constructed.

ARTICLE II. TERM OF LEASE

Landlord hereby leases the Premises described in Article I hereof to Tenant for a period of

approximately 20 years beginning on the effective date of this Agreement subject to the terms and conditions herein stated and ending at 12 midnight December 31, 20XX, unless sooner terminated pursuant to the provisions herein (hereafter sometimes referred to as the "Term"). The Tenant agrees to peaceably vacate the leased Premises at the expiration or termination of the lease term.

Landlord may, at its option, issue a request for proposals in June of 20XX to solicit proposals and select an Operator to lease the facility as a Corporate/General Aviation Fixed Base Operator commencing January 1, 20XX (the "RFP Process"). Provided that no uncured defaults of the Tenant exist on or after June 1, 20XX, and that this Lease has not been terminated, the Tenant is hereby granted the right to match the Landlord's selected "best" proposal of a legitimate bona fide bidder from the RFP Process, subject to the terms and conditions of said proposal, and then negotiate a Lease and Operating Rights Agreement that contains all the terms and conditions set forth in the selected best proposal.

ARTICLE III. LEASED PREMISES RIGHTS GRANTED

The Landlord hereby grants to Tenant for the duration of the Term the rights described below:

A. The right to possess the (existing buildings and fuel farm), improve, and maintain improvements on the Leased Area (the existing or improved buildings and fuel farm will sometimes hereafter be referred to as the "facility" or "facilities"). The primary use of the facilities shall be to provide services to the flying public as a Category X Fixed Base Operator as defined by the Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (the "Minimum Standards") as adopted by the Danbury Common Council on XXX.XX.XXXX, and as they may be amended from time to time, and for other purposes relating to the aeronautical industry. The facility must accommodate, at a minimum, the following type X FBO operational elements as described in the Minimum Standards that the City deems essential for the successful operation of a Corporate/General Aviation facility. The elements below are required to be available to the public on a seven-days-per-week/365-days-per-year basis (except Thanksgiving Day, Christmas Day and New Years Day) from 7:30 a.m. to 4:30 p.m. at a minimum:

- (1) A corporate/general aviation facility that will provide commonly available aircraft line services and accommodate a passenger lounge, a crew lounge, computerized weather and flight planning area with high speed internet access, and wireless internet access for customers.
- (2) A flight school with at least 3 aircraft suitably equipped to train students for the private, instrument, and commercial Federal Aviation Administration ("FAA") certificates. A minimum of 2 part time instructors are required to be on staff and there must be provision for sales of current aeronautical publications similar to those used by General Aviation pilots in the New England Region.
- (3) Airframe and powerplant repair and servicing for single engine land aircraft with a certificated and current airworthiness inspector on staff and available during normal weekday business hours. Maintenance support must be available at other times with prior coordination.
- (4) Aircraft Fuel and Oil Sales. The Tenant must maintain at least 500 gallons of Jet Fuel and 500 gallons of AVGAS at all times for sale to the flying public at market rates. Fueling

service for both Jet fuel and AVGAS after hours must be available with prior coordination within 2 hours of request by any customer.

- (5) Aircraft Rentals. The Tenant must maintain in airworthy condition and available for rental to the flying public at least 3 aircraft suitably equipped for pilots with student, private, instrument, and commercial FAA certificates. Two of these aircraft must be certified four place aircraft. One must be IFR certified.

Any other uses shall only be permitted with the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed provided the use is aviation related and does not violate FAA Grant Assurances, the Minimum Standards then in effect relating to the use of Airport property, or any other applicable law. Tenant must comply with the Minimum Standards and City or airport rules and regulations; provided, however, that if any City or airport rule or regulation clearly conflicts with the express terms of this Agreement, the terms of the rules and regulations are controlling and supersede the terms of this Agreement, but only to the extent necessary to give effect to the particular rule or regulation provision in conflict. Anything to the contrary herein notwithstanding, Tenant shall be obligated to comply with any changes when such compliance is required by federal or state law or regulation.

B. The right to install therein and thereon such fixtures, equipment and facilities as Tenant may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed or installed by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, further, any such construction shall be subject to all applicable Federal, State, and local laws including, without limitation, the Minimum Standards, all of the City of Danbury zoning, land use and building ordinances or codes. Copies of all plans for the construction or installation of such structures and improvements, showing the location, design, and character thereof shall be filed with the City; provided, that the filing of any such plans with the City in connection with the local permitting of such work shall satisfy this requirement

C. The right to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of Tenant's aircraft or equipment or the aircraft or equipment of other parties in accordance with this Agreement, if any, from any persons, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from Landlord to operate within the Airport and shall be in compliance with the Minimum Standards

D. The right to the non-exclusive use in common with others, in compliance with all rules, regulations, laws, or ordinances, of roads, driveways, aircraft aprons, runways, taxiways, parking areas, and other airport facilities to the extent reasonably required or necessary for the Tenant to utilize the Premises in accordance with this Agreement.

ARTICLE IV. RENTS AND PAYMENTS

A. Rent. Beginning 1 XXX 20XX Tenant agrees to pay Landlord a base annual rental of XXXX thousand dollars (\$XX,000) (the "Base Rent"), payable in monthly installments due in advance on the first day of the month.

Starting January 1, 20XX, and every fifth year January first anniversary thereafter the Base Rent

shall be adjusted upward based on the cumulative increase in the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT, All Items, Base Period 1982-84=100, (Not Seasonally Adjusted) for the five year period ending as of the immediately preceding June 30th so that the actual rental figure, as adjusted, will be known for the new rental period beginning January 1. Landlord shall endeavor to notify Tenant of the adjusted annual rental by November 30 prior to the 5th year anniversary before the new rent takes effect, but any failure of Landlord to do so shall not affect Tenant's obligation to pay the higher rent as of its effective date, and such higher rate shall be paid within 30 days of written notice by Landlord to Tenant and shall be retroactive to the date of adjustment.

B. Fuel Flowage Fee. The Fuel Flowage Fee shall be based on the amount of fuel actually delivered, sold, transferred or received in any vessel owned, leased, or controlled by the Tenant, by its suppliers and shall be payable to the Landlord within sixty (60) days after each delivery thereof to the Tenant. The Fuel Flowage Fee shall initially be XX cents (\$0.XX) per gallon of fuel actually delivered. The written receipt (bill of lading) from the fuel supplier that accompanies each delivery shall show the number of gallons delivered and shall be provided with each payment made to the Landlord. For calculation purposes, the current flowage rate multiplied by the number of gallons shown on the bill of lading equals the amount of the Fuel Flowage Fee to be paid to the Landlord. The Fuel Flowage Fee is subject to change during the term of the Lease and will be based on the average of similar fees levied at similar airports within 50 miles as reasonably determined and calculated by the Landlord, but shall never be less than XX cents per gallon of fuel actually delivered. All Fuel Flowage Fee rate changes must be approved by the City Common Council.

C. Fee Disputes Subject to Arbitration: Any dispute concerning fees provided for in this Article shall be subject to resolution by Arbitration in accordance with the provisions contained in Section 18 of the Minimum Standards.

D. Late Payments and Audit of Records - In addition to any other remedy available to or exercised by Landlord, interest shall be charged as of the date Landlord mails via certified mail or hand delivers written notice of late payment on all delinquent fees or rent due hereunder at the same rate as the Landlord that year is charging for delinquent property taxes, and said late payment fee shall be assessable and collectible as additional rent hereunder. Further, if Landlord suspects Tenant has underpaid any fees or rents due under this agreement, it may, after identifying in writing the suspect underpayment, at its own expense, hire an independent auditor to conduct an audit of the records of the Tenant as they pertain to this Agreement. The tenant shall make all records requested by the independent auditor available to the independent auditor for copying and inspection upon request. If such audit shall disclose an understatement of fees payable to Landlord of five percent (5%) or more, Tenant shall immediately pay such difference to Landlord as well as the cost of the audit.

ARTICLE V. LANDLORD AND TENANT OBLIGATIONS

A. This lease and operating rights agreement is based on the Tenant's Proposal for a "Corporate/General Aviation Fixed Base Operator" submitted XXXXX, and accepted by the City Council on XXXXX, and attached to this Lease as Exhibit C (the "Proposal"). Tenant is obliged to use its best practical efforts to live up to its promises and commitments as set forth in the Proposal, except where expressly modified by this Lease. Key points of the Proposal which must be completed and fulfilled are the following:

1. Tenant must
- 2 The Landlord must.....,

B. During the Term of this Lease, Landlord and Tenant shall be bound by the obligations set forth herein, which obligations are of the essence of this Agreement. The Landlord and Tenant hereby covenant and agree that they will fully meet and comply with their respective obligations, including the following:

1. Tenant agrees to provide for itself any utilities deemed by Tenant or Landlord to be required and to assume all expenses incurred for the same. Tenant further covenants that any power lines, telephone lines, sewerage lines, water lines or other utilities installed will be subject to relocation at Landlord's expense should they be reasonably determined by Landlord to interfere with any airport use or development.
2. Tenant agrees that prior to the construction or installation of any improvements or utilities, plans shall be submitted to Landlord for review and its written approval, and Landlord shall not unreasonably withhold its approval for such construction or installation.
3. Tenant agrees that use of the Premises shall be limited to the terms and stipulations stated in Article III, and any other Article in this Agreement.

a. During the Term of this Agreement Tenant shall not assign the lease, nor shall it sell, sublease, or assign its business or any part thereof, on the Premises, except with the prior written approval of Landlord, which shall not be unreasonably withheld. Subject to such prior written approval, Tenant may sell or sublease either in whole or in part its business, on the Premises, provided that any Minimum Standards qualified FBO applicant or subtenant assumes in writing all the terms, conditions, and obligations of this Agreement. In any case, every approved sublease shall be subordinate and subject to this Agreement, shall not in any way limit Tenants obligations under this Agreement, and shall terminate upon any termination of this Agreement.

b. The Airport Manager shall be kept informed, in writing, of the type, registration, aircraft owner's name, address and phone number for all aircraft kept in the leased Premises for more than 30 calendar days per year.

c. None of the Premises may be used for any non-aviation business or activity without Landlord's prior approval, which shall not be unreasonably withheld. No activity will be permitted which is deemed to conflict with the airport's operations in the Landlord's judgment.

d. Tenant's owner and employee automobiles will be parked outside of the aircraft ramp and/or operating area. Ramp service vehicles must be properly marked with the Tenant's business name and/or logo, be equipped with an operating rotating or flashing beacon, and have appropriate two-way airport communications radio capability. They will be parked in a location agreed to by the Tenant and the Airport Manager or in the public automobile parking lot.

e. Taxi's, limousines, rental cars, and private vehicles arriving at the Airport to transport

passengers will remain outside the Airport security fence until 1 hour prior to the ETA of the arriving aircraft. The Tenant will make reasonable efforts to control Airport ramp access to those vehicles and to report vehicles and drivers who are observed to be operating in an unsafe manner to City authorities. No rental cars or private vehicles should remain parked overnight inside the aircraft operating area. Rental cars reserved for aircraft crew or passenger's arriving after hours may be left within the ramp area.

4. The Landlord agrees that it shall use its reasonable best efforts to maintain, repair, and, as needed in Landlord's judgment, plow those Airport facilities to which Tenant is entitled to use in common with others pursuant to Section D of Article III, according to Landlord's determination as to the nature and extent of maintenance and repairs needed.

ARTICLE VI. NOT USED

ARTICLE VII. INSURANCE REQUIRED

A. Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, agents and employees from and against any and all claims, demands, suits, judgments, costs and expenses, including reasonable attorneys' fees, arising out of the conduct or negligence of the Tenant, its manager, employees, agents, invitees or licensees. This agreement to indemnify shall apply to any claim asserted by reason of death or injury to persons, or loss or damage to property, arising out of, related to, or resulting from operations hereunder of Tenant or its officers, agents, employees, tenants, subtenants, invitees, licensees or guests or of anything done by Tenant, or its officers, agents, employees, tenants, subtenants, invitees, licensees or guests hereunder.

B. Tenant shall obtain and maintain continuously in effect at all times during the term of this Agreement at Tenant's sole expense, general liability insurance of the types and in the amounts specified by the Minimum Standards as duly amended from time to time for a Category X FBO, with an insurance company authorized to do business in Connecticut. It is understood that the required amounts may be amended from time to time by Landlord in connection with changes to the Minimum Standards applicable to all tenants at the Airport but at no time significantly in excess of accepted industry standards. Landlord shall be named as an additional insured on all insurance coverages required by this Section. Tenant shall furnish to Landlord Certificates of Insurance evidencing that the required insurance coverages are in effect upon the execution of this Agreement, and shall provide any new or renewal Certificates to Landlord within ten (10) days of request. Said Certificates shall provide that the Landlord be given not less than thirty (30) days notice, in writing, prior to modification, cancellation, or termination of any said coverages.

C. Landlord shall maintain sufficient insurance to replace the leased structures in the event of fire or other casualty. In the event of partial destruction of the Premises during the term of this Agreement from any cause, Landlord shall promptly repair such damage, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Agreement, except that Tenant shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Tenant on the Premises. If the repairs cannot be made in the specified time, Landlord may, at Landlord's option, make repairs within a reasonable time, this Agreement continuing in full force and

effect and the rent to be proportionately rebated as previously set forth in this Section. If Landlord does not elect to make repairs that cannot be made in the specified time or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Agreement may be terminated at the option of either party.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

- A. Tenant shall, promptly when due, pay and meet all expenses in connection with the use of the leased Premises and the exercise of the rights and privileges herein granted, including without limitation: (1) all charges for utility expenses, including but not limited to electricity, water and sewer, heat, internet and telephone expenses, and (2) all permit fees, license fees and assessments lawfully levied or assessed by the City of Danbury or any other taxing body upon the leased Premises, this Lease (or leasehold interest), or structures and improvements and/or on personal property or equipment of Tenant at any time situated at the Airport. Tenant shall at its sole cost secure all permits and licenses required by law.
- B. Tenant shall, during the term of this Agreement, continuously keep and maintain the leased Premises, and all buildings, fixtures, improvements, equipment and appurtenances leased by Tenant, in good condition and repair suitable for aviation and aviation related uses. Tenant also shall keep and maintain said Premises in a safe, neat, and clean condition, to the reasonable requirements of the designated representative of the Landlord.
- C. Tenant agrees that all use of facilities occurring upon leased Premises by Tenant or any subtenant, or their agents, invitees or any person claiming by or under them shall conform to the provisions of this Agreement.
- D. Landlord shall have the right to inspect all of the Tenant's facilities covered under this agreement during normal business hours with 24 hour prior notice of the reason for the inspection to insure that all facilities and operations are within the provisions of this Agreement. Within 72 hours after the inspection a written report will be submitted to the Tenant noting the findings of the inspection, and what if any remedial actions are requested.
- E. Landlord shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. Tenant or any subtenant, or their agents, invitees or any person claiming by or under them, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all rules and regulations now existing or as may be hereafter adopted by Landlord and will comply with the requirements of any Federal, State, or local act or regulation which relates to the operation of the Airport, including but not limited to, abiding, at Tenant's and their sole cost and expense, with any Federal security or certification requirements, which are related to their operations at the Airport.
- F. Tenant recognizes that during the term of this Agreement it may become necessary, or desirable for Landlord to initiate and carry forward extensive programs of construction, expansion, maintenance, and repair in order that the airport and its facilities may be suitable for the volume and character of air traffic and flight activities, or other activities, and that such construction, expansion, maintenance, and repair may inconvenience and partially impair Tenant's use of the Premises, without causing the need for Tenant's leasehold and improvements to be relocated, and Tenant agrees that no liability shall be

attached to Landlord, its officers, agents, and employees by reason of such inconvenience or partial impairment in said case, except for a reasonable and proportionate rental abatement, during such periods of impaired use.

G. Landlord shall, during the time of war or national emergency, have the right to lease the Airport, or any part thereof, to the United States for use by its Armed Forces, and if said lease materially interferes with any rights of the Tenant under this Agreement, Tenant may terminate this Agreement under the same terms and conditions as herein provided for under Article VI. In the alternative, if Armed Forces occupation and use permits, Tenant may choose to remain and pay a reasonable and proportionate rental abatement to be negotiated in good faith or may choose to exercise an extension of the Agreement equal in time to the period of impairment of use for the period of such impairment following such period of impairment of use.

If the Danbury Municipal Airport is closed for any reason for any substantial period of time or if regulations are imposed that significantly restrict the Tenant from conducting the business required by Article III the Tenant has the right to request renegotiation of this Agreement and may request termination and reimbursement as outlined in Article VI. This provision specifically includes restrictions on General Aviation in the name of National Security.

H. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States or the State of Connecticut relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. In the event that Landlord shall take any action under Paragraph F of this Article or make any agreement under this paragraph voluntarily and not as a result of an order by a Federal, State or other authority, the result of which so substantially affects the ability of Tenant to use leased buildings or common areas of the Airport that it becomes physically unfeasible or impractical for Tenant to continue its operations at the Airport, then Tenant shall have the right to terminate this Agreement without further liability for future rental payments and to remove or sell its equipment in accordance with the terms of Article IX. Under such termination the Landlord shall reimburse to the Tenant the balance of unamortized expenses by the Tenant for improvements of the Landlord's property as outlined in Article VI. Landlord shall not be liable for any other consequential or incidental damages. In construing this paragraph, it is agreed by the parties that agreements made by Landlord or actions taken by Landlord are those which affect the physical operations of Tenant or the properties of Tenant. The provisions in the two preceding sections regarding impairment, abatement, and extension shall also apply to this section.

I. Tenant agrees that no signs or advertising matter may be erected without the prior written approval of Landlord, which will not be unreasonably withheld.

J. If Tenant shall default in the performance or observance of any covenant, condition or other provisions contained in this Agreement to be performed or observed by it, Landlord may, at its option, without waiving claims for breach of agreement or its right to any other remedy it may have pursuant to this Agreement or at law or equity, and after such written notice as may be specifically required or provided for herein, cure such default for the account of Tenant, and the Tenant shall reimburse the Landlord for the amount paid therefore any reasonable expense or contractual liability so incurred, with interest. Landlord may collect any such amount as additional rent.

K. Tenant agrees to immediately notify the Airport Manager and all other authorities having

jurisdiction in the event of a fuel or gas spill greater than two (2) gallons. Tenant further agrees to remove and clean up any spillage of fuel or avgas in compliance with all applicable local, state, and federal rules and regulations, and to repair any and all damage caused by such a spill or clean-up operation, consistent with the terms of this Agreement.

L. Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased Premises, Tenant will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) in no event permit or cause any disposal of Hazardous Materials in, on or about the leased Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from Landlord copies of all records which Tenant may be obligated by federal, state or local law to obtain and keep; (iv) upon termination of this Agreement, at its expense, remove all Hazardous Materials from the leased Premises which came to exist on, in or under the leased Premises during the terms of this Agreement or any extensions thereof and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) deliver the Leased Area to Landlord at the termination of this Agreement free of all Hazardous Materials which came to exist on, in or under the leased Premises during the term of this Agreement or any extension thereof. Furthermore, to the maximum extent permitted by law, without limiting any other indemnity provision provided for in this Agreement, the Tenant agrees to defend and indemnify Landlord against and hold it harmless from any and all losses, claims, liabilities, judgments, damages (including exemplary or punitive), penalties, expenditures, costs and legal or other expenses, including attorney and expert witness fees, which Landlord may suffer or incur as a direct or indirect consequence of any of the following: (a) the existence, for whatever reason, of any contamination, including, without limitation, the presence of any hazardous or toxic waste, substance or material existing on, above or under any of the Premises; for which the Tenant is or was responsible, or for the Tenant's improper or unlawful production, handling, storage, transportation or disposition of any hazardous or toxic waste, substance or material; (b) any investigation, feasibility studies, monitoring, clean up, removal, restoration, remedial response or remedial work undertaken on or with respect to any of the Premises at any time hereafter, voluntarily or involuntarily, by Landlord, with respect to environmental damage for which the Tenant was responsible; (c) the imposition or attachment of any statutory lien, including any arising under any environmental law, in respect of any of the Premises; and (d) any violation by Tenant of any state, federal or local law, regulation or ordinance, including any pertaining to environmental or land-use matters. Furthermore, Landlord's equitable and implied rights of indemnity against Tenant shall not be limited or impaired in any way by reason of the explicit indemnities set forth in this paragraph of this Agreement. Landlord's rights of indemnity shall not be directly or indirectly limited, prejudiced, impaired or eliminated in any way: (i) by any finding or allegation that Landlord is directly or indirectly responsible under any theory of any kind for any act or omission of Tenant or any other person or entity, other than the intentional actions of Landlord or its agents and employees or (ii) by any finding or allegation that Landlord is or was "owner" or "operator" of the Premises.

ARTICLE IX. EXPIRATION OR TERMINATION

A. Landlord shall have the right, upon thirty (30) days prior written notice to Tenant, to terminate

this Agreement in its entirety, upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

- (i) If Tenant shall make a general assignment for the benefit of creditors; or
- (ii) If Tenant shall file a voluntarily petition in bankruptcy or a petition seeking their reorganization of the readjustment of their indebtedness under the Federal Bankruptcy laws or under any similar State laws; or
- (iii) If an involuntary petition in bankruptcy shall be filed against Tenant and Tenant is thereafter adjudicated a bankrupt thereunder; or
- (iv) If Tenant shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Tenant; or
- (v) If Tenant shall cease using the Premises for a period of thirty (30) days or more consecutively; or
- (vi) If Tenant shall commit a monetary default and fail to pay the rental charges or other money payments required by this Agreement and such failure shall not be remedied within fifteen (15) business days following receipt by Tenant of written demand from Landlord to do so; or
- (vii) If Tenant shall commit a nonmonetary default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder or under any other agreement between Landlord and Tenant and shall fail (A) to commence with due diligence the remedy of said default within thirty (30) days following receipt by Tenant of written demand from Landlord to do so and (B) to complete said remedy within ninety (90) days following receipt of notice.

B. In the event of any cancellation or termination of this Agreement by Landlord for any of the reasons specified hereinabove in Paragraph A of this Article, Landlord may, immediately or at any time thereafter, enter and expel Tenant, or those claiming under Tenant, and remove Tenant's effects without prejudice to any other remedies for arrears of rents or other payments, or breach of covenant, and upon such entry, the term shall cease; and if, prior to the expiration of the term of this Agreement or any renewal thereof, Landlord takes possession of the Premises by reason of the failure of Tenant to perform any or all of the conditions and covenants herein contained and Tenant shall have no further rights in said buildings or other facilities. In addition, Landlord shall have the right to recover money damages from Tenant in the full amount of all unpaid rents and fees due for the unexpired balance of the Lease term, including estimated fees and legal fees.

ARTICLE X. NOTICE OR DEMANDS

All notices or demands provided for or which may be given by either party to the owner under the terms on this Agreement shall be in writing, signed by the party giving notice or making the demand, and shall be deemed validly served or delivered upon delivery in hand or to the physical location of the Premises or upon deposit in the United States Postal Service mail, certified, return receipt requested, postage and certified fees prepaid, addressed as follows:

To Landlord:
City of Danbury
Attn: Airport Manager
XXXXXX
Danbury, CT

To Tenant:

XXXX
Attn: XXXX
XXXX
XXXXX

or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this Article.

ARTICLE XI. WAIVERS NOT CONTINUING; FORCE MAJEURE

Any waiver of any breach of covenants herein contained to be kept and performed by Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Landlord from declaring a forfeiture for any succeeding breach either of the same or of a different condition or covenant.

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, acts of God, restrictive governmental laws or regulations, or regulatory order or proceeding, riots, insurrections, war, or other reason of a like nature not the fault of Landlord, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

In the event that Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, acts of God, restrictive governmental laws or regulations, or regulatory order or proceeding, riots, insurrections, war, or other reason of a like nature not the fault of Tenant, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE XII. DISCRIMINATION PROHIBITED

A. Tenant hereby covenants and agrees that (1) in the use, operation and occupancy of the leased Premises, and in the provisions of, or subcontracting for the provisions of services in connection therewith, it will not, on the grounds of race, color, national origin, sex or age, discriminate or permit discrimination against any person or group of persons in any manner; (2) that in the construction of any improvements on, over, or under the leased Premises 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 subjected to discrimination; and (3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. Tenant agrees that in the exercise of the rights and privileges herein granted for the use of the leased Premises (1) it will furnish its fixed base operator services on a fair, equal, and not unjustly discriminatory basis to all users; and (2) charge fair, reasonable, and not unjustly discriminatory prices

for each unit or service; provided however that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Nothing contained in this Article XII shall be construed to compel Tenant to provide services to anyone who refuses to abide by any valid rules and regulations applicable for the rendering of such services or refuses to tender prompt payment to Tenant when such services are rendered.

C. Tenant further understands and agrees nothing herein in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958.

ARTICLE XIII. NO MECHANICS LIENS

Tenant shall not suffer or permit any lien to be filed against the leased Premises or any part of Tenant's leasehold interest, by reason of work, labor, services, or materials performed or supplied to lessee or anyone holding the Premises or any part of it under Tenant. The Tenant agrees to promptly discharge (either by payment or the filing of a necessary bond or otherwise) any mechanic's, materialman's, or other liens as may be placed against the demised Premises, any buildings, structures or improvements thereon, which liens may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for the Tenant; provided, however, the Tenant at its option shall have the right to contest the validity or justice of any such liens before paying the same, and to postpone payment thereof until final determination of any such proceedings. Landlord hereby gives notice to all persons that it does not consent to the provision of labor or materials to the Premises or to the creation of any right entitling any person to impose a lien thereon.

ARTICLE XIV. LEGAL TERMS

A. This Agreement shall be interpreted under the laws of the State of Connecticut, except any choice of law provisions that purport to apply the laws of any other state or nation. Exclusive venue for any dispute shall be the Superior Court in XXXXX County.

B. Each party shall, and does hereby, waive trial by jury in any action, proceeding or claim brought by Landlord against Tenant or by Tenant against Landlord on any matters arising out of or in any way connected with this Agreement, the relationship of the Landlord and Tenant, Tenant's use or occupancy of the Premises or Tenant's right thereto.

C. In any litigation between the parties regarding any rights or obligations contained in this Agreement, the losing party shall pay to the prevailing party all reasonable expenses (including arbitration expenses) and court costs, including expert witness and attorneys' fees, incurred by the prevailing party. A party shall be considered the prevailing party if:

- i. It initiated the litigation and substantially obtains the relief it sought, either through a judgment, award, or the losing party's voluntary action before the trial or judgment;
- ii. The other party withdraws its action without substantially obtaining the relief it sought; or
- iii. It did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

ARTICLE XV. MISCELLANEOUS

A. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their authorized agents, officers, and employees, and their respective heirs, executors, administrators, successors or assigns.

B. Landlord and Tenant mutually agree, at the request of either, to execute a memorandum of lease for recording purposes. This Lease shall not be recorded.

C. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

D. The submission of this Agreement or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith.

E. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Agreement may be modified or altered except by a signed agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

STATE OF CONNECTICUT
COUNTY OF XXXX

On this ____ day of _____, 20XX.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above written.

TENANT:

Witness: _____ By: _____
Its

LANDLORD:
City of Danbury

Witness: _____ By: _____
XXXXXXX, City Manager, Duly authorized

(10)

REESE, HIRSCH & SHOULTS, LLC

ATTORNEYS AT LAW

JOHN R. REESE
TAMSI A.S. SHOULTS
WILLIAM A. HARRISON
MORRIS L. BAROCAS, OF COUNSEL

470 MAIN STREET
P.O. BOX 1048
RIDGEFIELD, CONNECTICUT 06877
(203) 431-2302
TELECOPIER
(203) 438-1576
E-mail: general@rhdsllaw.com

NEW CANAAN OFFICE
51 LOCUST AVENUE
NEW CANAAN, CT 06840
(203) 966-1618

September 12, 2006

VIA HAND DELIVERY

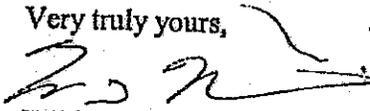
Mark D. Boughton, Mayor
Office of the Mayor
155 Deer Hill Avenue
Danbury, CT 06810

RE: EXECUTIVE AIR PROPERTIES, LLC - ± 2.21 acres on Miry Brook Road,
Danbury, CT 06810

Dear Mayor Boughton:

Please be advised that Executive Air Properties, LLC has received a bona fide third party offer in the amount of \$1,750,000.00 for the purchase of the +/-2.21 acres situated on Miry Brook Road, Danbury, Connecticut (a copy of the property description is attached hereto as Schedule A). Notice is hereby given to the City of Danbury that it shall have thirty (30) days from the date hereof to exercise its right of first refusal with respect to said property. Should the City of Danbury wish to exercise said right of first refusal, please have someone contact the undersigned.

Very truly yours,



William A. Harrison

WAH:dll

Enclosure

cc: Common Council of the City of Danbury (via hand delivery)

10-1

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon situated in the Town of Danbury, County of Fairfield and State of Connecticut, on Hiry Brook Road, containing 2.21 acres, more or less, and bounded and described as follows:

COMMENCING at a point on the northeasterly side of Hiry Brook Road, which point is 539.83 feet northwesterly measured along the northeasterly side of Hiry Brook Road from a monument set in the northwesterly corner of land now or formerly of Emma K. Quackenbush; thence running North 35° 25' 30" West 130.69 feet; thence North 8° 48' 30" West 143.69 feet; thence North 50° 50' 20" West 126.83 feet; thence North 22° 14' West 187 feet; thence North 83° 02' East 122.64 feet; thence South 46° 22' 40" East 477.79 feet; thence South 45° 57' 45" West 263.03 feet to point or place of beginning.

Said premises are shown and designated on a certain map entitled, "Map Showing Proposed Property Lines Of The Connecticut Development Credit Corporation And The Town of Danbury Danbury Airport Hiry Brook Road Danbury, Connecticut Scale 1" = 40' April 22, 1955" which map is on file in the office of the Town Clerk of Danbury as Map Number 1041.

TOGETHER WITH the right, in common with others, to use a strip of land 50 feet in width and 250 feet in length on the southwesterly line adjoining said above described premises on the north-east, being a "taxi strip" for the purpose of taxiing airplanes to and from Danbury Airport. Said strip of land is described as follows: Beginning at a point marking the northeasterly corner of the above described premises, thence running South 46° 22' 40" East 250 feet; thence turning and running at a right angle to said course in a northeasterly direction 50 feet; thence running North 46° 22' 40" West to a point marking the prolongation north-easterly of the northwesterly line of the above described premises; thence South 83° 2' West to the point or place of beginning.

Airport ACCESS
Rights

TOGETHER WITH all rights and appurtenances to said premises as more fully set forth in Volume 218, Page 307; Vol. 225, Page 23 of said Danbury Land Records.

TOGETHER WITH the right to cross and recross other land of the City of Danbury lying northwesterly of the parcel first described above and also of the taxi strip heretofore described to obtain access to Danbury Municipal Airport.

The Grantor hereby grants to the Grantee, its successors and assigns, as a covenant running with the land the right to have access to and use of the runways, landing strips and taxi strips at the Danbury Municipal Airport, in common with others, PROVIDED HOWEVER, that such use shall always remain subject to the same rules, regulations, restrictions, and operation controls governing aircraft operations generally in the use of said airport.

requires use to be
subject to the same
rules, regulations,
restrictions, and
operation controls...

Schedule A - Continued

Said premises are subject to:

1. Real estate taxes of the City of Danbury hereafter becoming due and payable.
2. Laws and ordinances of the City of Danbury.
3. Easement from Continental, Incorporated to Danbury and Bell Gas and Electric Light Company dated April 5, 1946 and recorded in Volume 222 at Page 269 of the Danbury Land Records.
4. Agreement as set forth in deed from The Connecticut Development Credit Corporation to The Colin Campbell Realty Company, Incorporated dated May 6, 1955 and recorded in Volume 296, Page 493 of said Land Records.
5. Encroachments



10-3

CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4518
(203) 796-8043 FAX

PLEASE REPLY TO:

September 25, 2006

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Request to Sell Private Property on Miry Brook Road
Executive Air Properties, LLC

Dear Mayor and Council:

This office was contacted by counsel for Executive Air Properties, LLC, present owners of a 2.2 acre parcel of property immediately adjacent to the Danbury Airport, at 49 Miry Brook Road. These owners are seeking to sell this property to Coanicut Aviation, LLC (current tenants of the adjacent Falcon Hangar facility) in the very near future. Although there has been little time to conduct either a title search or a full review of the background of this property, it appears, from information provided by the applicant, that this property was originally owned by the Town of Danbury, and sold, in 1945 to a predecessor owner of the proposed seller. In the deed of sale from 1945, the Town retained two rights. The first was that, in the event nothing was built on the site (it was apparently bare land in 1945) within two (2) years of sale, the Town would have the right to buy it back at the same price it had sold it (\$3750.) This right is no longer relevant. The second, and more relevant right retained by the Town was that, in the event of a later sale at any future time to a private party, the Town (now City) would have a right of first refusal to purchase this property at the same price as established for the proposed (private) sale.

You should know that neither the Airport Administrator nor the Aviation Commission has indicated an interest in this property, as it is property off the actual Airport property (although it appears to have some access right to the Field). However, and as indicated above, there has been little time to have either the Planning Department or Commission or others review in any detail, the need for this property or the value of owning it.

You should also know that the petitioners are seeking to consummate this transaction shortly, and have asked for an expedited response. If you decide to consider this right of first refusal, it is suggested that you obtain a report from Planning, together with such other individuals or departments, as you deem appropriate. If you do not consider it further, the window to exercise the right will expire and the sale will likely proceed.

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council

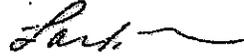
Page 2

September 25, 2006

10-4

Please contact us in the event more information is desired.

Very truly yours,



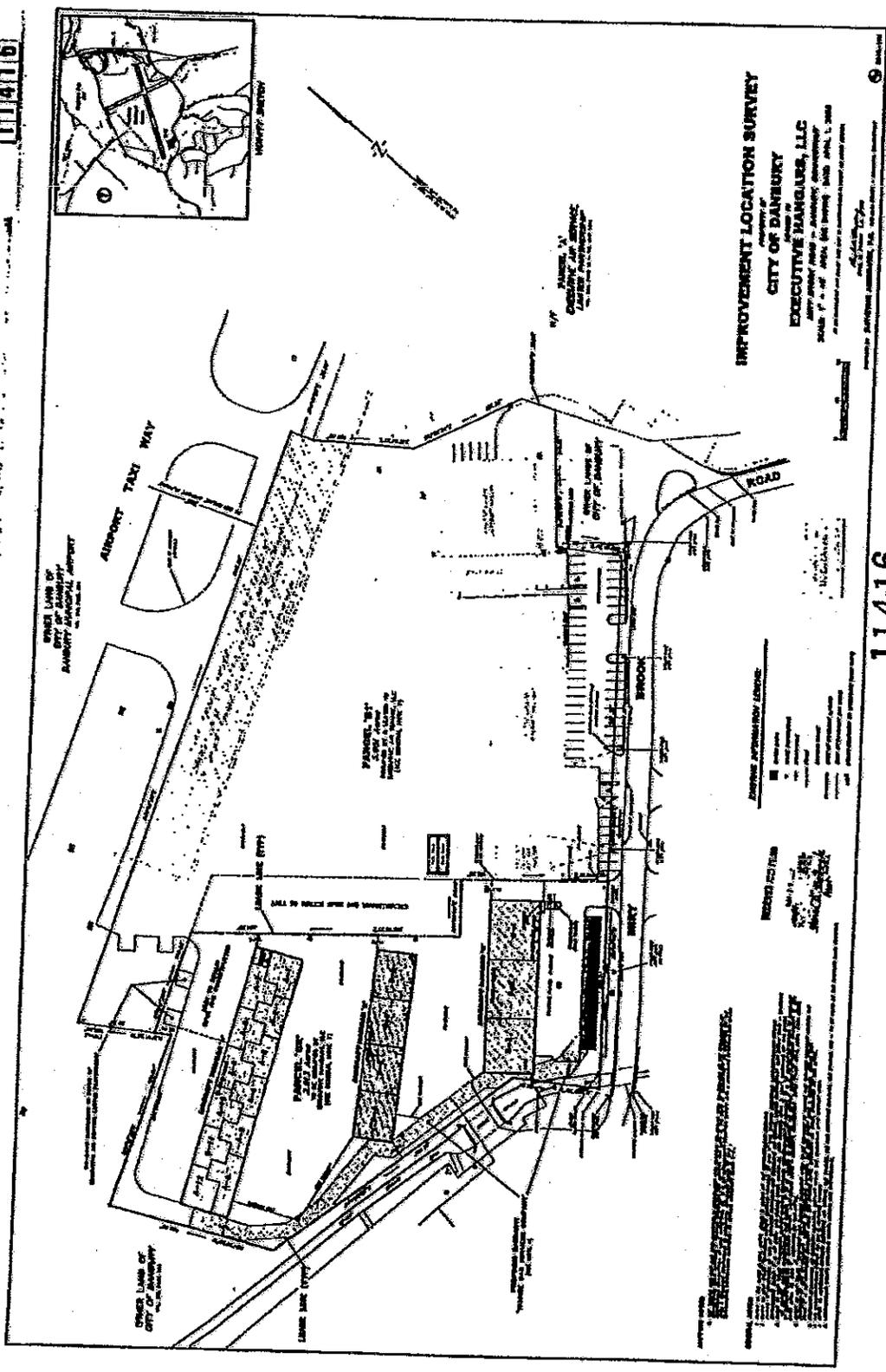
Laszlo L. Pinter
Deputy Corporation Counsel

Attachments

cc: Robert J. Yamin, Corporation Counsel
John Ashkar, Chairman, Aviation Commission
Paul D Estefan, Airport Administrator
James Breckenridge, Esquire

Llp/49mirybrook

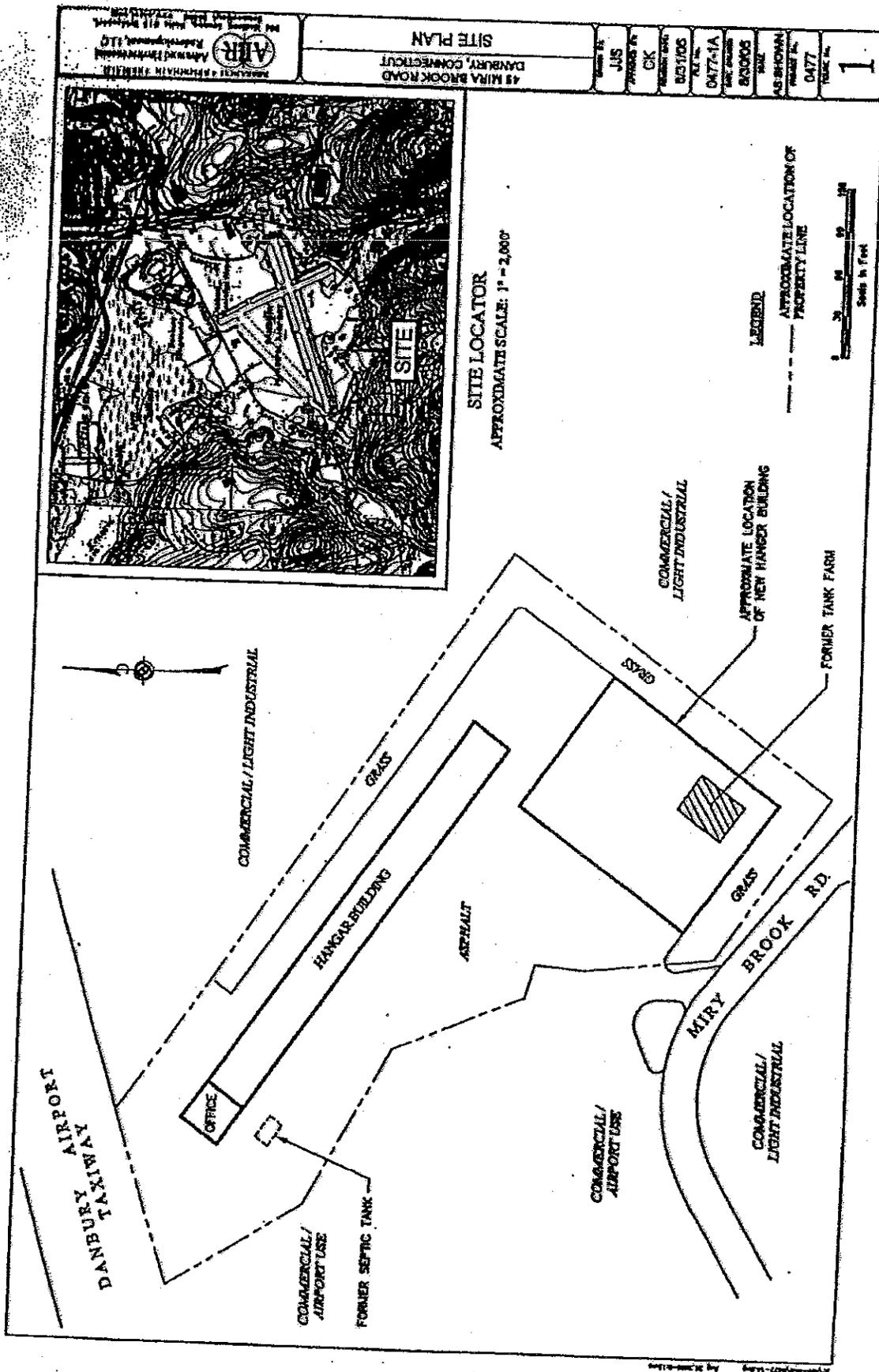
11416

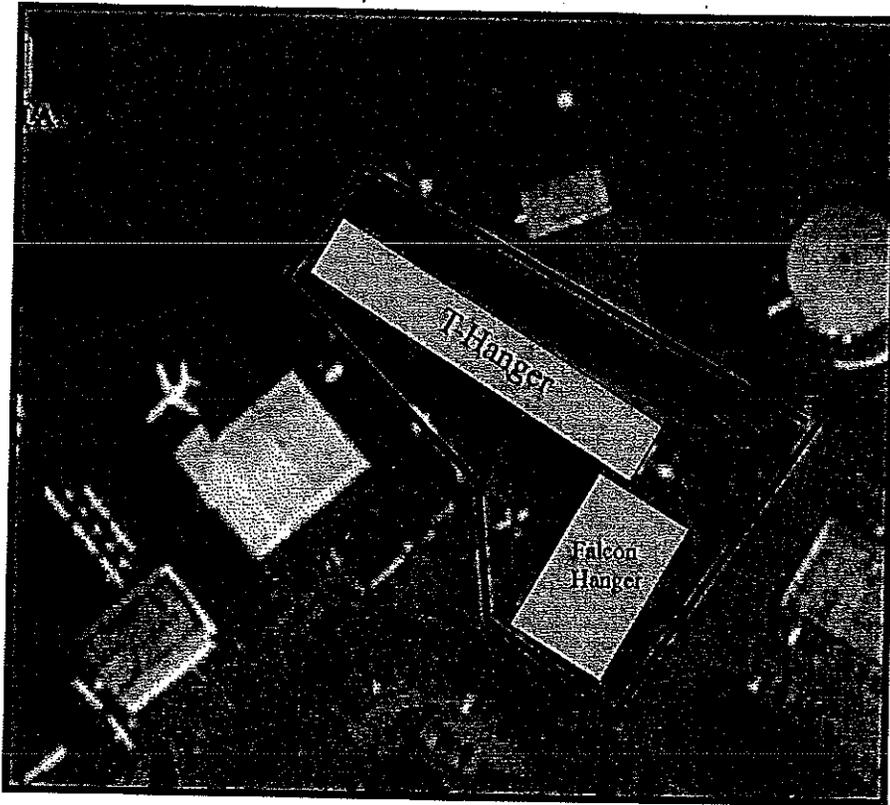


IMPROVEMENT LOCATION SURVEY
 CITY OF DANBURY
 EXECUTIVE MANAGERS, LLC
 1000 MAIN STREET, DANBURY, CT 06820
 DATE: 7-2-2010

11416

11416





*Minimum Standards for
Lease and/or Use
of
Danbury Municipal Airport*

*Effective May 10, 1988
As amended November 9, 2004
As amended February 21, 2006*

Section 1 **Statement of Intent and Purpose**

The purpose of the Rules and Regulations is to promote the general welfare of the Airport; have it operate as a viable entity; insure the safety of all persons living and working contiguous to and all persons using the Airport; protect all property on and adjacent to the Airport; and benefit the City of Danbury and the region by enhancing aviation, air transportation, and aeronautical activities.

Section 2 **Definitions**

- 2.0 The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in Section 1.
- 2.1 The City of Danbury, Connecticut is hereinafter referred to as the "City."
- 2.2 The Danbury Aviation Commission is hereinafter referred to as the "Commission."
- 2.3 The Federal Aviation Administration is hereinafter referred to as the "FAA."
- 2.4 The Danbury Municipal Airport is hereinafter referred to as the "Airport." It includes:
- (a) All City-owned land, defined on map entitled, "Danbury Municipal Airport, property of the Town of Danbury, Miry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, and filed in the Town Clerk's Office of the City of Danbury, and approximately five (5) acres of land acquired by the City of Danbury from Lena Mauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, Page 215 of the Danbury Land Records.
 - (b) All land acquired in the future by the City for the Airport;
 - (c) All of the rights, title, and interest of the City in and to aviation easements now in existence, or acquired in the future, for the benefit of the airport;
 - (d) All of the right, title, and interest of the City in and to pole line easements to Airport hazard beacons now in existence, or acquired in the future, for the benefit of the Airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.
- 2.5 A fixed-base operator, hereinafter referred to as an "FBO," is any person, firm, corporation or other entity (i) located on either City-owned property or on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations; and (ii) performing services in two or more of the following categories:
- (a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";

- (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or nonscheduled air taxi service, operation of a flying club, hereinafter referred to as "Category B";
 - (c) Aircraft sales, hereinafter referred to as "Category C";
 - (d) Repair and maintenance of all aircraft, engines, propellers, and accessories hereinafter referred to as "Category D";
 - (e) Avionic sales, repairs, and maintenance hereinafter referred to as "Category E";
- 2.6 An Airport Tenant is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:
- (a) Fuel sales – excluded
 - (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-scheduled air taxi service, or operation of a flight club;
 - (c) Aircraft sales;
 - (d) Repair and maintenance of aircraft, engines, propellers, and accessories;
 - (e) Avionic sales, repairs, and maintenance.

Section 3 Airport Use

No persons, firms, corporations or other entities not otherwise exempt from the provisions of these rules and regulations shall use the Airport as a direct or indirect means for carrying on any business or commercial activity, except the following:

- 3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;
- 3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;
- 3.3 A sublessee or licensee of an FBO as described in subsection 3.1 above; (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission; or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the FAA.
- 3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above; (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related activity as described in Section 7 hereof, has been approved by the Commission; or (2) whose sublease or license, if said

- sublessee or licensee is not engaged in a permit related activity as described in Section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the FAA.
- 3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.
- 3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

Section 4 **Exclusions**

The following operations are excluded from and covered by these Rules and Regulations:

- 4.1 Any operation by the Federal Government or one of its departments or agencies;
- 4.2 Any operation by the State Government or one of its departments or agencies;
- 4.3 Any operation by the City or by one of its departments or agencies;
- 4.4 Scheduled air carrier operations;
- 4.5 Scheduled air taxi operations, commuter airlines or the equivalent thereof.

Section 5 **Statements of Policy**

- 5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 1, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in Subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Subsection 3.3 or 3.4 on land controlled by said FBO, both performing services under any category listed in Subsection 7.4, then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may apportion their liability for use fees by agreement. The issuance of permits to persons or entities listed in Subsection 3.3 and 3.4 shall not relieve any FBO from the obligation to perform at least two (2) categories of service; as required pursuant to Subsection 2.5.
- 5.2 Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969, shall be allowed to operate at the Airport without fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an

operation is in the public interest or if the Commission determines it would be an extreme hardship, financial or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

- 5.3 In addition to the requirements of the FAA and pursuant to Subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for safe and orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.
- 5.4 It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

Section 6 **Rules and Regulations Pertaining to Certain Specialized Services**

- 6.1 Flying Clubs. Any flying club not operated by an FBO, shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificate. It must not consist of less than five (5) and not more than twenty-five (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.
- 6.2 All other specialized services relative to aviation as defined and approved by the Commission.

Section 7 **Rules and Regulations Pertaining to FBO's and Other Permittees**

- 7.1 No persons, firm, corporation or other entity described in Section 3 hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Section 10 of these Rules and Regulations.
- 7.2 Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission that it is technically and financially able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.
- 7.3 In order to satisfy the Commission as may be required in Subsection 7.2 above, each applicant shall allow the Commission or its designee to inspect its financial background and any other records that are relevant to the requirements of Subsection 7.2.
- 7.4 Any information obtained by the Commission pursuant to this section, shall be kept in strictest confidence. In addition to the requirements of Subsection 7.2, the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

7.5 Subject to the provision of Section 5, Permittees operating under categories defined in Subsection 2.5 shall conform to the following requirements:

- (a) **Category A – Fuel.** Permittees performing operations under Category A shall:
- (i) Provide and maintain storage tanks (in the case of new or replacement of existing installations) for AVGAS, Regular Gas and may at the discretion of the Permittee, also provide and maintain a storage tank for Jet Fuel. All such storage tanks shall have at least a 4,000 gallon capacity. No Permittee shall obtain title to any such storage tank or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. However, if the Permittee obtains a permit from the Commission authorizing the use of tank trucks for such purpose, the storage tanks shall not be required. Authorized mobile operations shall comply with all applicable Federal, State, and local laws, rules, and regulations.
 - (ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equipment shall meet all applicable safety requirements.
 - (iii) Provide and maintain a building having a minimum size as specified in Subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary restrooms, and public telephones.
- (b) **Category B – Instruction, Rental, Charter or Taxi, and Flying Clubs.**
- A. Permittees providing flight instruction services shall conform to the following requirements:
 - (i) Provide a minimum of one (1) certified instructor pilot on a full time basis.
 - (ii) Provide and maintain, at all times, a minimum of two (2) aircraft properly equipped, licensed, and certified for flight instruction.
 - (iii) Provide and maintain a building having a minimum size as specified in Subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom, office space, sanitary restrooms, and public telephones.
 - B. Permittees providing aircraft rental services shall conform to the following requirements:
 - (i) Provide and maintain at all times a minimum of two (2) aircraft property equipped, licensed, and certified for rental.
 - C. Permittees providing charter services shall conform to the following requirements:

- (i) Provide a minimum of one (1) certified pilot who satisfies and relevant FAA ratings for charter services.
- (ii) Provide and maintain at all times at least one (1) aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the Permittee.

D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:

- (i) Provide a minimum of one (1) certified pilot who satisfies the relevant FAA ratings for the type of air tax service offered.
- (ii) Provide and maintain and all times at least one (1) aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the Permittee.

(c) **Category C – Sales.** Permittees performing operations under Category C shall:

- (i) Provide a minimum of one (1) full time qualified demonstrator pilot.
- (ii) Provide and maintain a building having a minimum size as specified in Subsection 7.10 below. Said building shall provide a separate area for suitable office space and adequate sanitary facilities.

(d) **Category D – Repairs.** Permittees performing operations under Category D shall:

- (i) Provide and maintain a hangar having a minimum size as specified in Subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.
- (ii) Furnish facilities and equipment for air frame and power plant repairs with at least one (1) certified mechanic. In the case of a certified FAA repair station, a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the Airport.

(e) **Category E – Avionics Sales and Service.** Permittees performing operations under Category E shall:

- (i) Provide and maintain a building having a minimum size as specified in Subsection 7.10 below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities.
- (ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation.

- 7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall not be unreasonably withheld; provided, however, that approval shall not be granted if said construction is inconsistent with the Master Plan for development of the Airport. FAA Form 7460-1 "Notice of Proposed Construction or Alteration," or its equivalent, shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.
- 7.7 All Permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased or under the control of said Permittees have appropriate FAA ratings and current FAA Medical Certificates.
- 7.8 All Permittees located on, or contiguous to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such accessways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular accessway.
- 7.9 All Permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use area of the Airport in accordance with applicable FAA regulations.
- 7.10 All Permittees shall abide by all rules and regulations promulgated by the Commission or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport.
- 7.11 All FBOs shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.
- 7.12 All FBOs shall be responsible for the maintenance and repair, including snow removal, of all ramps and accessways on or leading from Airport runways or taxiways to their leased or owned premises.
- 7.13 Each Permittee shall agree to protect the general public, their customers or clients, the City of Danbury, and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property damage liability combined single limit \$1,000,000.00 each occurrence. All Permittees shall name the City of Danbury as an additional insured and furnish a Certificate of Insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and/or property damage liability insurance.
- 7.14 All FBO's shall comply with the provisions of Section 18-13 of the Danbury Code of Ordinances. In addition, all other Permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Section 18-13.

- 7.15 a) All FBO's shall provide a minimum of five (5) acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than five (5) acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of five (5) acres or less may not be subdivided for FBO operations.
- (b) The maximum land for the Airport Tenant shall be one (1) acre.
- 7.16 No Permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate or conduct any business venture at the Airport without prior written approval of the Commission.
- 7.17 All FBO's operating under Category A shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least seventy-two (72) hours prior to said deliveries. All FBO's receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's office within seventy-two (72) hours after the delivery.
- The Director of Finance's Office shall bill the FBO's and payment shall be within thirty (30) days of the billing date. Interest will be charged at the current rate of one and one-half percent (1-1/2%) on the unpaid balance per month.
- 7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in Connecticut with any grants received by the City from the Federal Government in effect now or in the future.
- 7.19 Permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the Permittee.

Section 8 **Rules and Regulations Pertaining to the City and the Commission**

The City will provide the following services:

- (a) Security services to patrol the runways, taxiways, ramp areas, and Airport roadways.
- (b) Maintenance and operation of runway lights, rotating light beacon, and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed.
- (c) Maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

Section 9 **Use Fees**

- 9.1 Each Permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

(a) All FBO's operating under Category A shall pay to the City a fuel flowage fee per gallon as outlined below:

Effective January 1, 2005	\$0.125 per gallon (12½¢)
Effective January 1, 2006	\$0.20 per gallon (20¢)

Please Note: The Commission has frozen the January 1, 2006 increase pending further investigation.

- 9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued.

The following are minimum annual permit fees effective January 1, 2005:

Category A	Fuel	\$1,500.00
Category B	Instruction, Rental, Charter, Taxi or Flying Club	\$7,500.00
Category C	Sales	\$7,500.00
Category D	Repairs	\$7,500.00
Category E	Avionics Sales and Service	\$7,500.00

For the quarter ending March 31, June 30, September 30, and December 31 respectively, the fees due to the City shall be paid on or before January 1, April 1, July 1, and October 1, respectively. Interest shall accrue on the unpaid balance of all fees at a rate of 1.5% per month.

- 9.3 The fees payable to the City under Subsection 9.2 shall be paid to the City quarterly.
- 9.4 Lease fees are the responsibility of the Common Council.
- 9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these Minimum Standards, all fixed base operators, their tenants, and all other Permittees shall allow the Director of Finance of the City or his designee to inspect their records, books of account, and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:
1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.
 2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.

3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

Section 10 **Revocation, Suspension, and Surrender**

- 10.1 The Commission may suspend or revoke any permit which it has issued for any of the following reasons:
 - (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
 - (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of Subsection 5.1 and 5.2 above;
 - (c) for default in payment of all fees and taxes due the City of Danbury fifteen (15) calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.
- 10.2 Before suspending or revoking a permit, the Commission shall serve upon the Permittee an Order to Show Cause why said permit should not be suspended or revoked. The Order to Show Cause shall contain a statement of the Permittee's violation and shall also contain notice of the date, time, and place of the hearing to be held by the Commission at which time the Permittee may present evidence relevant to the alleged violation.
- 10.3 Notwithstanding the provisions of Subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.
- 10.4 Any permit may be surrendered to the Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder, the Commission shall make a prorated adjustment to any fees charged for the year in question.
- 10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder, the permit shall be physically returned to the Commission within two (2) working days.

Section 11 **General Provisions**

- 11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.
- 11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.
- 11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.

- 11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for Subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.
- 11.5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which time all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least seven (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.

AIRPORT ACCESS
LICENSE AGREEMENT

This License Agreement is made and entered into on the day and date hereinafter set forth, by and between the City of Danbury, and (Licensee), witnesseth:

WHEREAS, the Owner is the owner of the Danbury Municipal Airport, Danbury CT; and

WHEREAS, the Licensee is a (ie. joint venture, LLC, Trust, etc.) doing business, on a tract of land immediately adjacent to the Danbury Municipal Airport which tract of land is legally described as follows:

(Legal description of access or lease site)

WHEREAS, the Licensee seeks through the fence access for the purpose of (stated purpose)

In consideration of the terms and provisions set forth herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is acknowledged, the parties mutually agree as follows:

Owner hereby grants to Licensee, upon the terms hereinafter set forth, a license to enter onto and exit from the Danbury Municipal Airport from and to Licensee's above described tract of land at the point described in attached Exhibit "A". The point of entrance and exit may be used only by the Licensee for the purposes noted above at its aforesaid location; and may not be used as a "pass-through" point for other persons or businesses.

Licensee shall pay to Owner, as compensation for the privilege being granted by the issuance of such license an annual fee of \$, which is based on (\$ per square foot of Aviation related space upon Licensee's above-described land or equivalent tie-down fee), payable upon receipt of approval of this Agreement by all applicable regulatory agencies. The annual fee to be paid during the term of this license shall be paid on January 1 of each year and will be adjusted annually. The fee escalation shall be as determined by the owner and shall be adjusted, upward only if to be changed at all, based on the rental charge then in effect and the cumulative change in the Consumer Price Index—All Urban Consumers, Not Seasonally Adjusted, Boston-Brockton-Nashua, MA-NH-ME-CT, 1982-84=100 published by the U.S. Department of Labor, Bureau of Labor Statistics, or the successor index published by the BLS. If this agreement is terminated by Owner for any reason other than for a violation hereof by Licensee, the owner shall prorate the annual fee over a twelve month period and shall return to Licensee a prorated portion representing the unused months remaining in the term. A termination by Owner for violation of this Agreement, or any termination by Licensee, shall result in a forfeiture of the remaining balance of the annual fee paid.

No aircraft may be moved from the Licensee's premises to the Danbury Municipal Airport or from the Danbury Municipal Airport to Licensee's premises except as taxied by a licensed pilot or A & P qualified mechanic; or, towed by a person qualified to do so.

The Danbury Municipal Airport is a towered airport. Licensee, in utilizing this license, shall be and remain responsible and accountable for compliance with all local, state, and federal safety operational requirements imposed on all aircraft using or utilizing such an airport.

Licensee shall not conduct any aircraft business related activity on its premises which may be in direct competition with an aircraft business related activity provided or afforded on or by the Danbury Municipal Airport, e.g. FBO services such as fuel sales, flight instruction, aircraft or avionics repairs, etc. Licensee shall be limited to providing hangaring of private aircraft.

Licensee shall comply with all Rules and Regulations of the Danbury Municipal Airport and all federal, state and local statutes, laws, ordinances, rules, and regulations. Licensee shall not park or store any non-airworthy aircraft on any portion of the Danbury Municipal Airport at any time whatsoever or allow or permit any third party to do so.

The Owner or Licensee may terminate this license at any time and without cause, upon 90 days notice in writing to that effect to the other party. If Owner finds that Licensee's use of the permitted access causes air safety concerns or interferes with the operation of the Airport, then Owner may terminate this agreement immediately, without notice, and may block the access. If this license is terminated for cause, the Owner shall provide notice as soon as may be practicable. When the license is terminated, Licensee shall immediately cease any further exercise of the license granted. If Licensee shall fail to do so, the Owner may take or seek whatever legal remedies it may deem appropriate, including but not limited to civil and criminal trespass, self-help, and injunctive relief. If Owner takes or seeks any such remedies and prevails, Licensee shall pay Owner's reasonable costs and attorney fees. Notice shall be deemed delivered when either personally served upon an officer or agent of other party, or on the 2nd day after mailing such notice to the address shown on signature page for the other party.

Neither this License, nor any right hereunder, may be sold, assigned, or transferred in whole or in part by Licensee. Any attempt to do so shall be deemed to effect an immediate termination of the license. This license shall also terminate upon conveyance, by Licensee, of all of any part of its ownership interest in its aforesaid described tract of land, (excluding a mortgage for loan or collateral purposes).

The Licensee shall comply with and conform in all respects to the obligations of any existing, future, or proposed federal or state grant agreement of which Owner is a party.

This Agreement shall only become effective after review and approval by the Federal Aviation Administration ("FAA")

IN WITNESS WHEREOF, the parties hereto have signed this License Agreement, in duplicate.

Dated: _____

(Airport Owner)

(Official Seal)

By: _____
(Title)

ATTEST: _____
(Title)

STATE OF CONNECTICUT)
COUNTY OF) ss.

I, a Notary Public, in and for said County and State, do hereby certify that (applicable person) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared as the duly authorized representative of Danbury Municipal Airport before me this day in person and acknowledged that said person signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, and caused the corporate seal of the City of Danbury to be affixed thereto, pursuant to authority given by a resolution of the legislative body of the City of Danbury.

Given under my hand and notarial seal
this _____ day of _____ 20_____.

Notary Seal

Notary Public

Licensee

By: _____
(Licensee Name), Licensee

STATE OF CONNECTICUT)
COUNTY OF) ss.

I, a Notary Public, in and for said County and State, do hereby certify that (applicable person) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared as the duly authorized representative of (Licensee) before me this day in person and acknowledged that said person signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal
this ____ day of _____ 20____.

Notary Public

(Notary Seal)

US DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Dated: _____

Reviewed

By: _____
(Title)

rev.: 9/2/2010 9:40:07 AM