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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

June 21, 2012

Mayor Mark D Boughton

Honorable Members of the City Council

City of Danbury

155 Deer Hill Avenue

Danbury, Connecticut

Dear Mayor Boughton & Honorable Members of the City Council

On Tuesday February 21, 2012, The Danbury Aviation Commission approved the attached lease For Danbury Aviation. I am forwarding this lease to you for further consideration and approval.

The applicant wants to acquire additional acres, surrender their old lease for a new lease paying \$ 7,500.00 per acre.

If you have any questions concerning this document, please feel free to contact me.

Sincerely

Paul D. Estefan
Airport Administrator
Cc;Estefan 90

DANBURY AVIATION COMMISSION
MEETING MINUTES

Danbury Aviation Commission -- 7:00 p.m.
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810
Third Floor / Room 3C / Tuesday, February 21, 2012

01 Meeting Called to Order By Chairman Ashkar.

02 Roll Call:

Present: Commissioners Ashkar, Zilinek, Oppermann, Baker

Absent: Frizzell

03 Motion made to accept the regular meeting minutes of January 17, 2012 as written by Commissioner Zilinek, seconded by Commissioner Oppermann, and unanimously approved.

04 Liaison Report:

Commissioner Oppermann read into the minutes the Liaison Report, copy attached.

Motion was made by Commissioner Zilinek to accept the Liaison Report, seconded by Commissioner Baker, and unanimously approved.

05 Administrator's Monthly Report:

Mr. Estefan suggested the Aviation Commission issue a letter to the field asking who is located in their particular facility so we have a clear understanding of what's going on at the field. Chairman Ashkar requested Mr. Estefan find out the cost of conducting a forensic audit on the field.

Motion made by Commissioner Oppermann to accept the Administrator's Report, seconded by Commissioner Zilinek, and unanimously approved.

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

Public Speaking:

Mr. Wayne Toher, Reliant Air, requested an update on the rotating beacon and the snowblower. Mr. Estefan advised the technicians for the snowblower were here to repair the machine, which has now been resolved. The warranty on this machine is for four years or until 2015. Mr. Estefan advised the rotating beacon motor is being rebuilt again. The new beacons are not very big and are LED so I'm looking for an old one that can be seen for the mile and a half. We are looking for a technician who understands the beacon to fix it. No update from the FAA on the WAS approach.

Motion was made to close public speaking by Commissioner Baker, seconded by Commissioner Zilinek, and unanimously approved.

Old Business

Danbury Aviation, proposed hangar project, letter attached dated January 23, 2012.

Mr. Estefan read said letter into the minutes. Mr. Estefan reported he and Mr. and Mrs. Silvestro met on January 20, 2012 to discuss this matter. We negotiated the lease price of \$7,500 per acre, taking four acres now and phase in the next 2.2 acres which will make it a total of 6.2 acres of property to lease. The \$7,500 per acre does not include property taxes and the FAA has conveyed to us that they do not recognize property taxes as the money does not come back to the Airport. Mr. Estefan recommended to the commission to accept the \$7,500 per acre and the lease be 25 years with a 5 year renewal on the first four acres and the 2.2 acres. Mr. Estefan also reported that the commission authorized him to only negotiate the lease price and no other particular items to be included in the lease. Discussions ensued regarding the term of the lease. Mrs. Silvestro advised they have a bid of \$3.4 million for the hangar project and there is no financial institution that will lend us that kind of money with a short term lease. Chairman Ashkar asked if CPI was discussed between Silvestro and Mr. Estefan? Mrs. Silvestro advised no. Chairman Ashkar stated we could have a 25 year lease and every 5 years

review the lease and apply a CPI increase if necessary. Chairman Ashkar requested information from the legal department. Chairman Ashkar advised any motion made now will be subject to Legal approval.

Motion was made by Commissioner Baker to accept proposal for 4 acres now and an additional 2.2 acres at a later date of a 25 year lease at \$7,500 per acre with a review every 5 years for a CPI increase and a 5 year renewal along with the cancellation of the New England Aircraft Lease dated July 14, 1989, seconded by Commissioner Oppermann, and unanimously approved.

Curtiss Aero, proposed move of maintenance operations, letter attached dated December 29, 2011.

Mr. Estefan read into the minutes said letter. Mr. Curt Brunjes, Curtiss Aero, requested his letter be amended to move his maintenance operations to Danbury Aviation and not Executive Air. Mr. Brunjes submitted a License Agreement which has been executed by him and Danbury Aviation. Mr. Estefan asked how many permits do you have at your existing location which Mr. Brunjes responded 3 permits - A, B, and D. Commissioner Oppermann questioned if a permit can move to another location. Mr. Estefan advised he will be holding 2 permits at his existing location and move the Permit D to new location. The License Agreement was executed by all parties.

Motion was made by Commissioner Oppermann that Curtiss Aero be allowed to move maintenance operations to Danbury Aviation, seconded by Commissioner Zilinek, and unanimously approved.

Executive Air Service, proposed name change for Permit B from Diamond Air Charter to CFM, letter attached dated January 12, 2012.

Mr. Estefan read into minutes said letter. Mr. Matt Macri, CFM, presented a License Agreement to operate a charter operation out of Executive Air's location. Mr. Macri stated he presented all requested documentation to Mr. Estefan. Mr. Estefan advised by approving this License Agreement it will lift the Cease and Desist Order. The License Agreement was executed by all parties.

Motion was made by Commissioner Baker that the License Agreement be accepted to operate a charter operation in the name of CFM at Executive Air Service, seconded by Commissioner Oppermann, and unanimously approved.

New Business

WestConn Aviation, request for Category B Permit, letter attached dated January 30, 2012

Mr. Estefan read into the minutes said letter.

Motion was made by Commissioner Oppermann, that we accept WestConn Aviation be permitted to operate a class B permit, Charter/Rental/Instruction commencing May 1, 2012, seconded by Commissioner Zilinek, and unanimously approved.

Business Aircraft Center/Anthony Ferrara, request for Category B Permit letter attached dated February 9, 2012.

Mr. Estefan read into minutes said letter. Mr. Anthony Ferrara submitted a business plan to the commission. A License Agreement was presented to the Commission and executed. Mr. Estefan requested the commission approve this request. Mr. Ferrara advised it will be a small school commencing May 1, 2012.

Motion was made by Commissioner Zilinek to accept proposal that Anthony Ferrara obtain a Category B permit for flight school training effective May 1, 2012 at Business Aircraft Center, seconded by Commissioner Oppermann, and unanimously approved.

Motion made to adjourn by Commissioner Baker, seconded by Commissioner Oppermann, and unanimously approved.

such taxiways and runways. Such access shall be from the boundary where the premises abuts the airport taxiway.

4. WAIVER OF CLAIMS.

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair, or for the violation of any federal law or requirement pertaining to aviation operations that are due to operator or LESSEE activity.

5. UTILITIES / INSURANCE / TAXES.

LESSEE shall pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar services supplied to said premises. LESSEE shall also maintain liability insurance in the amount of \$2,000,000 bodily injury and property damage, with \$5,000,000.00 excess liability which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificates shall be submitted to the LESSOR prior to the execution hereof. LESSEE shall also pay any and all real and personal property taxes, motor vehicle and any other taxes as permitted by law, as may be assessed by the LESSOR.

6. TITLE TO STRUCTURES.

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR.

7. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures

in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sub-lessee. ANY sub tenancy or other sub-use of the premises requires proper administrative approvals and approval by the Aviation Commission.

8. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sub-lessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with LESSEE. LESSEE further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sub-lessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

9. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at _____, _____, Connecticut, _____. All notices to the LESSOR shall be given in writing to the City Legislative Assistant by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Legislative Assistant with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

10. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants, in accordance with federal Sponsor Assurances, as may be applicable.

11. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

12. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

13. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission.

14 QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

15. WASTE.

LESSEE leases the premises and will pay the rent therefore as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will

deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

16. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained and shall not cure the same after thirty (30) days written notice from LESSOR, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

17. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

- a. to conduct its operations on the airport for the use and benefits of the public;

b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefore.

18. TERMINATION BY LESSOR.

Except in the event of federal (FAA) requirement, decree or mandate, in the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

19. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

20. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) from the City of Danbury Building Department, Planning Commission and/or the Planning Department, and any other applicable land use agencies, including the Danbury Aviation Commission as applicable, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S

obligations hereunder. In addition, LESSEE shall, at the time of filing the application, and at the time of any approval being granted, simultaneously submit to the Airport Administration a full set of plans.

21. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

22. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

23. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

24. SUBORDINATION.

The LESSEE acknowledges and agrees, that this lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

25. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

26. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

27. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, or as may be adopted by the Danbury Aviation Commission, as the same is in force as of the date of this lease and as thereafter may be amended.

28. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

29. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

30. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

31. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

32. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to,

purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

33. HAZARDOUS SUBSTANCES. For the purposes of this Lease, the following are collectively included as Hazardous Substances: environmentally hazardous or toxic materials, substances, compounds, mixtures, wastes, oils or any other substances defined as a pollutant or contaminant by any federal, state or local law, rule or regulation. The LESSEE represents, warrants and covenants that it will not nor shall it allow any one else, either willfully or negligently to dispose of or release any Hazardous Substance on any portion of the airport property. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, losses, damage, cleanup costs, attorneys fees and other expenses resulting from the presence of any Hazardous Substances in, on, upon or under the premises or the airport property if such damage to the airport results from the LESSEE's actions or failure to act. All costs associated with the use of Hazardous Substances or petroleum products, including, but not limited to, costs of cleanup, removal, remediation and compliance with federal, state and local environmental requirements shall be the primary responsibility of the LESSEE. All Hazardous Substances and petroleum products shall be used, handled, cleaned up, removed and remediated in accordance with federal, state and local requirements.

34. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace above the limits set forth "FAA Part 77 as may be amended, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

35. COVENANTS RUNNING WITH LAND.

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

36. SPONSOR ASSURANCE.

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will: (1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

37. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

38. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

On this the ____ day of _____ 2012, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be a _____ of Santoto, LLC d/b/a/ Danbury Aviation, and as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public / Commission expires:



PAUL M. FAGAN

SURVEYING ASSOCIATES, P.C.
Registered Land Surveyors
432 Main Street Danbury, Connecticut 06810
Telephone (203) 792-5510
Fax (203) 792-2815

EXHIBIT A

ISSUE DATE 5-18-12

PROPERTY DESCRIPTION

LAND OF CITY OF DANBURY AT DANBURY MUNICIPAL AIRPORT
TO BE LEASED TO SANTOTO, LLC d/b/a DANBURY AVIATION

A CERTAIN PARCEL OF LAND CONTAINING 6.264 ACRES LOCATED AT THE DANBURY MUNICIPAL AIRPORT IN THE CITY OF DANBURY, FAIRFIELD COUNTY, CONNECTICUT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LAND HEREIN DESCRIBED WHICH CORNER IS LOCATED $S85^{\circ}35'32''E$, 442.22' FROM AN EXISTING CONCRETE MONUMENT LOCATED ON THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF WALTER W. FANTON, ET UX LOCATED ON KENOSIA AVENUE;

THENCE RUNNING THROUGH LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $N45^{\circ}04'00''E$, 116.26' TO A POINT;

THENCE CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $N69^{\circ}34'00''E$, 232.59' TO A POINT;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $S39^{\circ}54'00''E$, 56.00' TO A POINT;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $N70^{\circ}13'00''E$, 333.70' TO A POINT, SAID POINT BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $S26^{\circ}23'00''E$, 236.50 TO A POINT;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $S69^{\circ}54'00''W$, 241.40' TO A POINT;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $S20^{\circ}06'00''E$, 227.40' TO A POINT, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT $S69^{\circ}54'00''W$, 389.90' TO A POINT, BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

PAGE 2/2 DANBURY AVIATION

THENCE TURNING AND CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT, THE FOLLOWING COURSES AND DISTANCES:

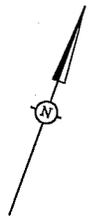
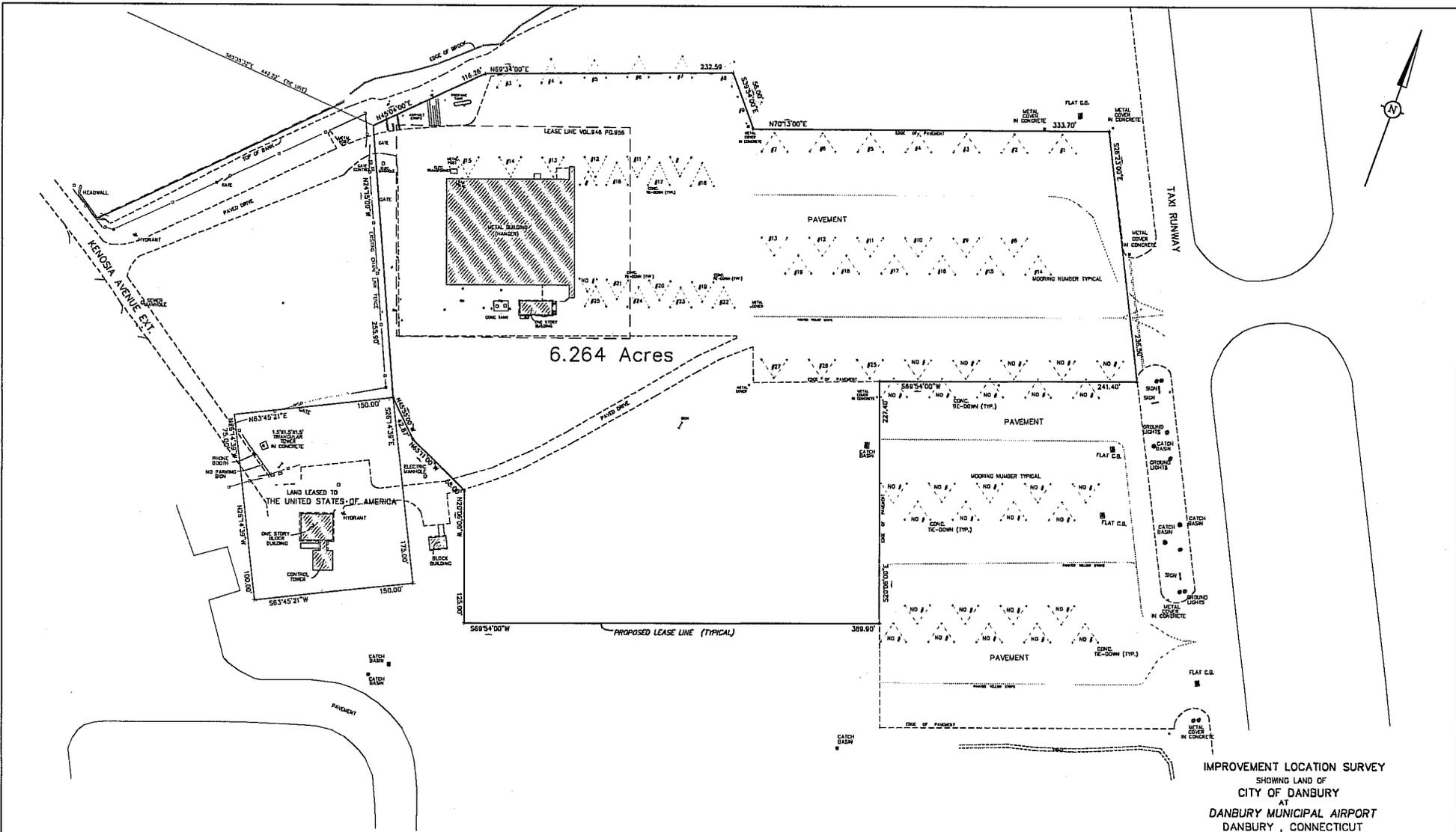
(N20°06'00"W, 125.00'), (N65°11'00"W, 68.00') AND (N45°55'00"W, 42.87') TO A POINT, BEING THE NORTHEASTERLY CORNER OF LAND LEASED TO THE UNITED STATES OF AMERICA, SAID LAND BEING THE SITE OF THE CONTROL TOWER AT DANBURY MUNICIPAL AIRPORT;

THENCE CONTINUING THROUGH SAID LAND KNOWN AS DANBURY MUNICIPAL AIRPORT N24°15'00"W, 255.90' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES AN AREA OF 6.264 ACRES, 1 ACRE OF WHICH IS CURRENTLY LEASED BY THE PROPOSED LESSEE AND IS DESCRIBED IN VOL. 946 PG. 956 OF THE DANBURY LAND RECORDS.

REFERENCE IS MADE TO A CERTAIN MAP TITLED:

"IMPROVEMENT LOCATION SURVEY
SHOWING LAND OF
CITY OF DANBURY
AT
DANBURY MUNICIPAL AIRPORT
DANBURY, CONNECTICUT
TO BE LEASED TO
SANTOTO LLC d/b/a DANBURY AVIATION
SCALE: 1"=40' ZONE: IL-40 DATE: MAY 16, 2012"



MAPPING NOTE :
 1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SEC. 20-300a-1 THRU 20-300a-20 OF THE REGULATIONS OF SOVA. STATE AGENCIES' MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ENFORCED BY CALS, INC. IT IS AN IMPROVEMENT LOCATION SURVEY BASED ON A GEODETIC RECOVERY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.

GENERAL NOTES :
 1. OWNER OF RECORD : CITY OF DANBURY
 2. PROPOSED LEASE AREA SHOWN HEREON INCLUDES 1 ACRE CURRENTLY LEASED BY IMPROVED LESSEE WITH IN ITS REQUIREMENTS
 3. ENRIVE SITE SHOWN HEREON IS LOCATED IN A FLOOD PLAN (ZONE A) AS SHOWN ON FLOOD INSURANCE RATE MAP 080010222P PANEL 226 OF 626 EFFECTIVE DATE JUNE 18, 2010

AS
 AUTOMATED SURFACE OBSERVATION SYSTEM

IMPROVEMENT LOCATION SURVEY
 SHOWING LAND OF
CITY OF DANBURY
 AT
DANBURY MUNICIPAL AIRPORT
 DANBURY, CONNECTICUT
 TO BE LEASED BY
SANTOTO, LLC
 D / B / A
DANBURY AVIATION

SCALE: 1"=40'
 ZONE: 11-40 DATE: MAY 16, 2012

DO NOT PRODUCE AND REPLY
 THIS MAP IS UNLAWFULLY COPIED AS NOTED ABOVE
 PAUL H. FLEMING, L.L.P.
 ENGINEERING ASSOCIATES, P.C.
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Documents

EXHIBIT B

MINIMUM STANDARDS FOR
LEASE AND/OR USE
OF
DANBURY MUNICIPAL AIRPORT
EFFECTIVE MAY 10, 1988

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.

c. 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 "F.A.A.".

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, Hiry 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 Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land required 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 "F.B.O.", 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 non-schedule 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-schedule air taxi service, operation of a flying club;
- (c) Aircraft sales;
- (d) Repair and Maintenance of aircraft, engines, propellers, and accessories;
- (e) Avionic sales, repairs and maintenance;

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 an indirect means for carrying on any business or commercial activity, except as 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 of 3.1 above, (1) whose sublessee or licensee, 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 F.A.A.
- 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 F.A.A.
- 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.

Sec. 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;

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, or commuter airlines, or the equivalent thereof.

c. 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 01, 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 Sec. 3.3 or 3.4, on land controlled by said FBO, both performing services under any category listed in Sec 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 F.B.O. from the obligation to perform at least 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 with out 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.

sec. 6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

- 6.1. **FLYING CLUBS.** No 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 twentyfive (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.

sec. 7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

- 7.1. No persons, firm, corporation or other entity described in Sec. 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 Sec. 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

7.4. 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 provisions of Sec. 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 below-ground, fiberglass, 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 below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtains a permit from the Commission authorizing the use of tank trucks for such purpose. 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 rest rooms 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 certified instructor pilot on a fulltime basis;
 - (ii) Provide and at all times maintain a minimum of two 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 rest rooms and public telephones;
- B. Permittees providing aircraft rental services shall conform to the following requirements:
- (i) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;
- C. Permittees providing charter services shall conform to the following requirements:
- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;
 - (ii) Provide and at all times maintain at least one 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 certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;
 - (ii) Provide and at all times maintain at least one 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 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 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 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 unreasonable 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 access-ways 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 access-way.
- 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 FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.
- 7.12 All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.
- 7.13 Each permittee shall agree to protect the public generally, their customer 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 sec. 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 Sec. 18-13.

7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.

(b) The maximum land for the Airport Tenant shall be one 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 F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.

The Comptroller's Office shall bill the FBO's and payment shall be within 30 days of the billing date. Interest to be charged at the current rate of 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 connection 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.

c. 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; ramps 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.

ec. 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 F.B.O.'s operating under Category "A" shall pay to the City a Fuel Flowage fee of \$0.05 per gallon.

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 permit fees.

A. Fuel	\$500.00 Annual
B. Instruction, Rental, Charter, Taxi or Flying Club	\$2,000.00 for 1988 \$3,000.00 for 1989
C. Sales	\$2,000.00 for 1988 \$3,000.00 for 1989
D. Repairs	\$2,000.00 for 1988 \$3,000.00 for 1989
E. Avionics Sales and Service	\$2,000.00 for 1988 \$3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and December 31, respectively, the fees due to the City shall be paid 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 Comptroller 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.

cc. 10. REVOCATION, SUSPENSION AND SURRENDER

10.1 The Commission may suspend or revoke any permit which it has issued:

- (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 (15) fifteen 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 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 Aviation 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 pro rate 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.

Sec. 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 Aviation 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 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 (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.