

REGULAR MEETING

Danbury Aviation Commission
Danbury City Hall, 155 Deer Hill Avenue, Danbury, CT 06810
Third Floor / Conference Room #3C / Tuesday, May 19, 2015, at
7:00 p.m.

AGENDA:

1. Meeting Called to Order
2. Roll Call
Minutes of Regular Meeting: March 17, 2015
3. Liaison Report
4. Administrator's Monthly Report
5. Public Speaking Session on Items Listed on Agenda

OLD BUSINESS:

Tally-Ho Aviation – Maintenance Permit D request, copy attached.

NEW BUSINESS:

Exit Aviation – Lease Renewal Request, see attached.

Exit Aviation – Request to Change Permit from Permit D-Maintenance-Repairs to Permit C – Sales, see attached.

Westconn Aviation – Request for Agenda Items, see attached.

cc: Commission Members
Town Clerk's Office
Atty. Pinter, Corp Counsel
FBO's / Tenants
File

RECEIVED

MAR - 2 2013

EXECUTIVE AIR SERVICE, LLC

53 Miry Brook Road

Danbury, CT 06810

Tel: 203-778-1150 Fax: 203-917-3436

CORPORATION COUNSEL

January 01, 2013

Re: Membership

Tally-Ho Aviation, LLC

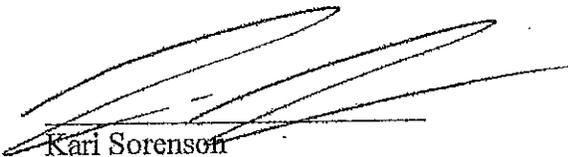
Executive Air Service, LLC

This letter is to confirm that on December 05, 2012, Tally-Ho Aviation, LLC received 10 shares of Executive Air Service, LLC.

Also, on December 05, 2013, Executive Air Service, LLC received 10 shares of Tally-Ho Aviation, LLC.



Raf Nizan
Managing Member
Executive Air Service, LLC



Kari Sorenson
Managing Member
Tally-Ho Aviation, LLC

DANBURY AVIATION COMMISSION

DATE: 08/11/14

OPERATING LICENSE

Whereas, Executive Air Service (the Licensee) desires to operate a Maintenance Shop at the Danbury Municipal Airport, and whereas Tally Ho Aviation (the Licensor) has the right to operate such a facility under existing leasing standards, and further to license these rights, the Licensee and Licensor hereby enter into the following agreement:

Licensor agrees to allow Licensee to operate under the Licensor's lease and operating agreements as authorized by the Danbury Aviation Commission and Danbury City Council until such time that Licensor's agreement with Licensee expires, or until cancellation for cause by the City of Danbury occurs.

During the time that this agreement is in effect, the Licensee agrees to operate in accordance with the Aviation Commission's Minimum Standards and to timely pay all fees and overriding percentages as outlined under these Minimum Standards as they are presently stated or amended. These fees are payable as scheduled in the Minimum Standards.

The Licensee agrees to hold harmless the City of Danbury and its employees, the Licensor and its employees, for all operations performed by the Licensee within the scope of this agreement.

The annual fee and overriding percentages are hereby guaranteed by Licensor in the event of default by the Licensee, to be paid along with all reasonable attorney's fees and collection costs which may be incurred, in connection with the enforcement of any provision of this agreement. Licensee agrees to pay its Category B Permit Fee to the City of Danbury annually, in advance, commencing on the date hereof.

DATE:

8/11/14

LICENSEE:

[Signature]

DATE:

LICENSOR:

DATE:

CITY OF DANBURY

John Ashkar, Chairman
Danbury Aviation Commission

March 19, 2015

Exit Aviation
19 Miry Brook Road
Danbury, Connecticut 06810

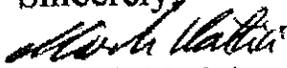
Dear Mr. Paul Estefan,

This letter is a request to switch Exit Aviation's current FBO Maintenance permit to an Aircraft Sales Permit. No changes will be made to the existing Fuel Farm Permit.

Per our conversation at your office on Wednesday, March 18 the switch to an Aircraft Sales Permit will not prevent any future changes back to a Maintenance Permit, if desired.

If you have any questions please feel free to contact me. Thank you very much for your time.

Sincerely,



Mirash Vatici

Owner, Exit Aviation
Cell: (914) 906-1084
Email: MVataj@Yahoo.com

WESTCONN AVIATION LLC

1 Wallingford Road • Danbury, CT 06810

Sent Via Fax 203-796-1569

April 14, 2015

Mr. John Ashka
Chairman, Aviation Commission
c/o Mr. Paul Estefan Airport Administrator
151 Deer Hill Avenue
Danbury, CT 06810

Re: April 2015 Airport Commission Mtg Agenda Items

Dear Mr. Ashkar:

I respectfully request that the commission place on the April 2015 Agenda and open for discussion the following items:

1. Progress report on Sayers clean up of mud slide summarizing the following:
 - a. If completed completion date for the record, otherwise;
 - b. state of the work reporting start and proposed completion dates.
2. Unusable land area North section of city leased parcel (see Attached survey)
 - a. Update on tie down anchors.
 - b. Decision on runway access from grass without a concrete or flexible asphalt accessway, designed to support such width and strength as necessary to service the class and weight of aircraft expected to use the particular access-way. As described by the Minimum Standards 7.8.
 - c. Review and determination by the commission of the area in question if:
 - i. it limits the usefulness of the airport?
 - ii. and or serving the best of the publics good?
3. Westconn Aviation proposed new tie down layout for West Ramp area adjacent to city land leased by Exit Aviation.
4. Master Plan (MP) Report from both the Commission Chairman and the FBO representative reviewing the following:
 - a. Current (MP) time line:
 - i. Date for Tac Mtg. #4
 - ii. completion of draft recommendations
 - iii. next public meeting time and place

- iv. scheduled submission to FAA
- b. details of the facilities improvements that were identified to meet current and future demand,
- c. Summarize Airport Alternatives and identify favored option,
- d. What if any of the task forces recommendations or points have been implemented or considered as an option for the implementation into the (MP),
- e. present discussed (MP) business plan, goals, objectives, anticipated benefits or adverse effects for both small and large operators at DXR.
- f. Identify the commission member assigned to the (MP) advisory committee.

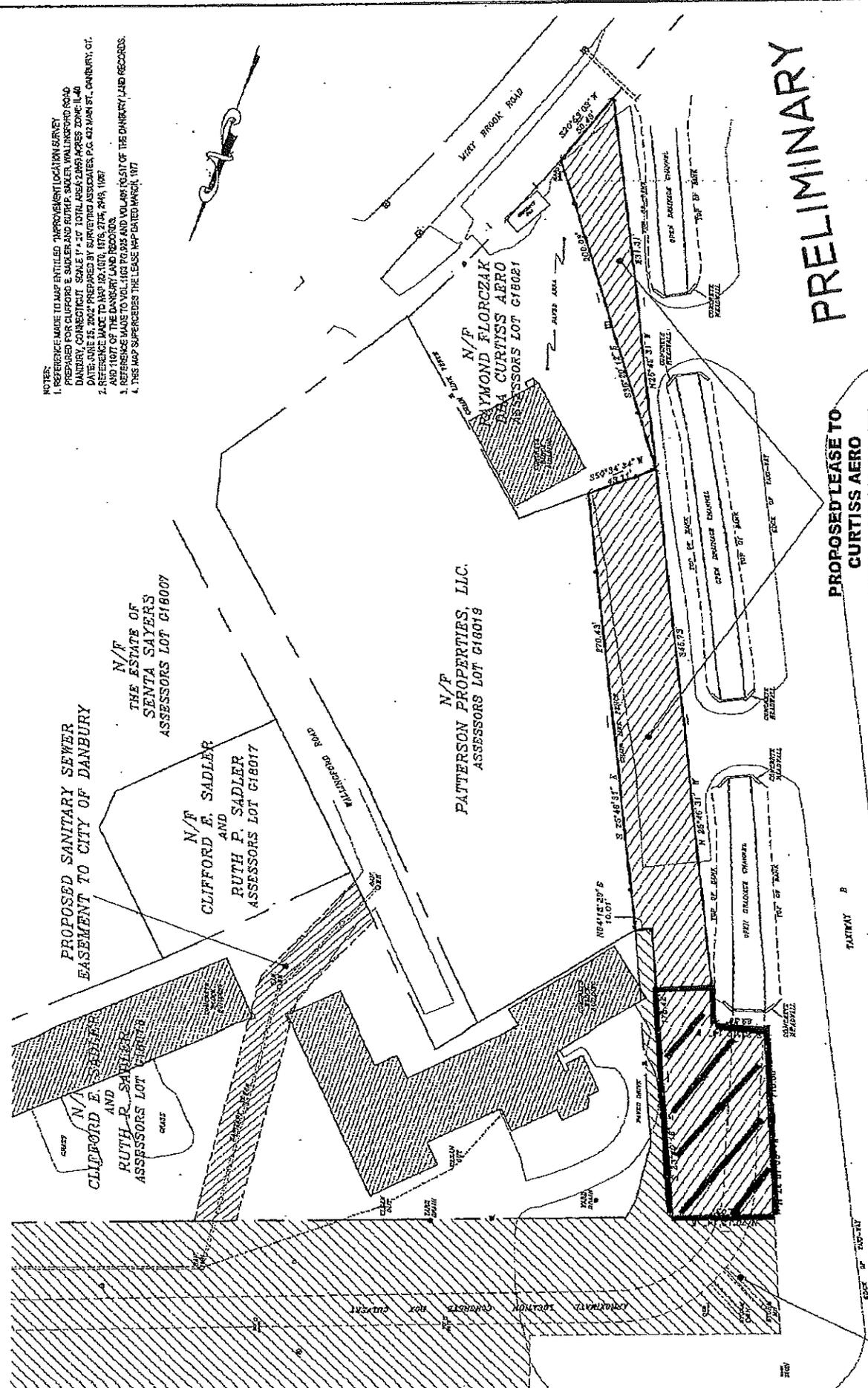
Sincerely,



Westconn Aviation LLC
Chris Orifici
Managing Member

TEXT

- NOTES:
1. REFERENCE MADE TO MAP ENTITLED "IMPROVEMENT LOCATION SURVEY PREPARED FOR CLIFFORD E. SADLER AND RUTH P. SADLER, WALLBROOK ROAD DANBURY, CONNECTICUT SCALE 1" = 30' TOTAL AREA 0.989 ACRES ZONE IL-40 DATED JUNE 25, 2002 PREPARED BY SURVEYING ASSOCIATES, P.C. 437 MAIN ST., DANBURY, CT. REFERENCE MADE TO MAP NO. 1070, 1075, 2735, 2949, 1087 AND 1107 OF THE DANBURY LAND RECORDS.
 2. REFERENCE MADE TO VOL. 140 TO 203 AND VOL. 101 OF THE DANBURY LAND RECORDS.
 3. REFERENCE MADE TO VOL. 140 TO 203 AND VOL. 101 OF THE DANBURY LAND RECORDS.
 4. THIS MAP SUPERSEDES THE LEASE MAP DATED MARCH, 1977



PRELIMINARY

CITY OF DANBURY
ENGINEERING DEPARTMENT
 WILLIAM J. BUCKLEY, JR., P.E. CITY ENGINEER/DIRECTOR OF PUBLIC WORKS
 MAP SHOWING A PORTION OF PROPERTY AT
 DANBURY MUNICIPAL AIRPORT
 TO BE LEASED TO
 RAYMOND FLORCZAK, D/B/A CURTISS AERO
 19 MIRY BROOK ROAD
 DANBURY, CONNECTICUT
 SCALE: 1" = 40' AUGUST 2, 2005

**PROPOSED LEASE TO
 CURTISS AERO
 AREA = 25,418 SQ. FT.
 0.5835 ACRES**

NOTE:
 This survey and map have been prepared in accordance with the provisions of Public Act 20-208 (S. 1) through 20-208 (S. 20) of the Session of Connecticut state agencies.
 "Minimum standards for surveys and maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc. in a property survey map based on a differential traverse containing a historical accuracy of a Class A-2 survey intended to be used for property acquisition.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

MICHAEL S. SHERWOOD, R.L.S. No. 7039

NOT TO SCALE

PROPOSED LEASE TO
 AER AIRCRAFT, INC.
 N/F
 CITY OF DANBURY
 MUNICIPAL AIRPORT
 ASSESSORS LOT G18001



LAW FIRM OF BRYAN V. DOTO, LLC

Bryan V. Doto, J.D.*, LL.M. (Tax)

131 Deer Hill Avenue, Danbury, CT 06810

TEL: (203) 744-1404 FAX: (203) 744-1405

EMAIL: bdoto@dotolawfirm.com

April 29, 2015

*also admitted in New York

SENT VIA FIRST CLASS MAIL & FAX (203) 796-8043

Laszlo L. Pinter, Esq.
Office of the Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

**Re: City of Danbury to Exit LLC
Danbury Airport Lease**

Dear Les:

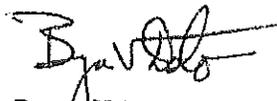
As you know, I represent Exit LLC. Exit LLC is the assignee of a certain lease between the City of Danbury and Curtiss Aero, dated September 1, 2005. The Assignment and Assumption Agreement was entered into between the City of Danbury, Curtiss Aero, LLC and Exit LLC on June 20, 2012. Copies of said lease and Assignment and Assumption Agreement are enclosed herewith (hereinafter referred to, collectively, as the "Lease").

Pursuant to Section 1 of the Lease, my client has the option to renew the Lease for an additional ten (10) year term at the then established "rent per acre" rate or an increase of ten percent (10%) over the rent, which is greater, plus annual CPI, conditioned upon my client providing four (4) month's written notice in advance. The renewal term would commence on September 1, 2015.

Please accept this letter as written notice that Exit LLC hereby exercises its option to renew the Lease for an additional ten (10) year term. Please confirm the new rental rate for the renewal term at your earliest convenience.

Thank you for your continued cooperation in this matter. Should you have any questions, please feel free to call me.

Very truly yours,



Bryan V. Doto

Enclosure

cc: Exit LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this ~~17th~~ ^{20th} day of ~~April~~ ^{June}, 2012, by and between the CITY OF DANBURY, whose address is 155 Deer Hill Avenue, Danbury, Connecticut 06810 ("Landlord"), Curtiss Aero, LLC, a Connecticut limited liability company with an address of 19 Miry Brook Road, Danbury, Connecticut 06810 ("Tenant"), and EXIT LLC, a Connecticut limited liability company with an address of 33 Mill Plain Road, Danbury, Connecticut 06810 ("Assignee").

WITNESSETH:

WHEREAS, Landlord entered into a certain Lease with Raymond C. Florczak, d/b/a Curtiss Aero dated September 1, 2005, for a parcel of land located in Danbury, Connecticut, and more particularly described therein (hereinafter referred to as the "Lease"); and

WHEREAS, the Lease was assigned to Tenant by Assignment and Assumption Agreement dated March 28, 2007; and

WHEREAS, in connection with the sale by Tenant to Assignee of certain property abutting the leased property, Tenant desires to assign it rights, subject to its obligations, under the Lease to Assignee, and Assignee desires to accept and assume such rights and obligations of Tenant; and

WHEREAS, the Lease prohibits such assignment by Tenant without the written permission of Landlord; and

WHEREAS, Landlord, at the request of Tenant, has agreed to consent to the assignment of the Lease by Tenant to Assignee, and to permit Assignee to assume the obligations of Tenant under the Lease and to release Tenant from all further liability or obligations to Landlord thereunder.

NOW, THEREFORE, for good and valuable consideration received by Tenant, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment of Lease. Landlord hereby consents to the assignment by Tenant to Assignee of all of Tenant's rights, subject to all of Tenant's obligations, under the Lease.
2. Consent to Assumption. Landlord hereby consents to the assumption by Assignee of all rights and obligations of Tenant under the Lease, as hereinafter provided.
3. Release of Tenant by Landlord. Landlord hereby releases Tenant from all further liability and obligations to Landlord under the Lease, except for any liability or obligations arising thereunder prior to, and remaining unpaid or unremedied as of, the date hereof.

4. Assignment and Assumption. Tenant hereby transfers and assigns to Assignee and its permitted successors and assigns all of Tenant's rights and interest, subject to all of Tenant's obligations, under the Lease, and Assignee hereby assumes all rights and obligations of Tenant thereunder, and agrees to pay and perform, all obligations of Tenant under the Lease to be performed or complied with and arising or accruing from and after the date hereof; it being understood, however, that Assignee shall have no obligation or liability under the Lease to the extent the same arises out of or relates to any time prior to the date hereof and such assumption shall not relieve Tenant of any liability for any breach committed by Tenant under the Lease prior to the date of this Agreement and liability for such breach shall continue to be an obligation of Tenant and shall not be assumed by Assignee.

5. Indemnity by Tenant. Tenant does hereby for itself and its legal representatives, successors and assigns agree to indemnify and save harmless Assignee and Landlord, and their respective legal representatives, successors and assigns, from any obligation for payment and performance of Tenant under the Lease which accrued prior to the date hereof and from and against any and all claims, costs, charges, expenses, losses and fees, including, but not limited to, reasonable attorneys' fees, arising from or as a result of Tenant's acts or omissions, and arising prior to the date hereof, asserted by any person or persons claiming under or with respect to the Lease or the premises demised thereunder.

6. Indemnity by Assignee. Assignee does hereby for itself and its legal representatives, successors and assigns agree to indemnify and save harmless Tenant and Landlord, and their respective legal representatives, successors and assigns, from any further obligation for payment and performance of Tenant under the Lease which accrues after the date hereof, and against any and all claims, costs, charges, expenses, losses and fees, including, but not limited to, reasonable attorneys' fees, arising from or as a result of Assignee's acts or omissions, and arising on or after the date hereof, asserted by any person or persons claiming under or with respect to the Lease or the premises demised thereunder.

7. Successors and Assigns. This Assignment and Assumption Agreement and the provisions herein contained shall be binding upon and shall inure to the benefit of Tenant and Assignee and their respective successors and assigns.

8. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut.

9. This Assignment and Assumption Agreement may be executed in any number of counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

IN THE PRESENCE OF:

TENANT:
Curtiss Aero, LLC

CURTISS AERO, LLC
By: [Signature]
MEMBER

Name: H. Curtis Brunjes
Title: Member

ASSIGNEE:
EXIT LLC

[Signature]
PRS

By:

Name: Mirash Vatici
Title: Member

LANDLORD:

Robn A Shepard

CITY OF DANBURY
By: [Signature]
Name: Mark D. Boughton
Title: Mayor

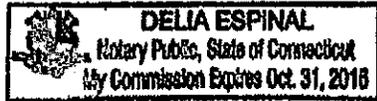
STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged, before me, this 20th day of June, 2012, by Mark D Brighton, Mayor, of the City of Danbury, as his free act and deed and the free act and deed of said City.

Robin A Shepard
Commissioner of the Superior Court
Notary Public Robin A Shepard
My Commission Expires: 03/31/2016

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

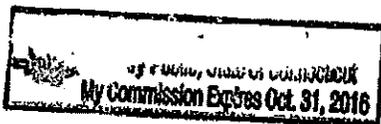
The foregoing instrument was acknowledged, before me, this 12 day of April, 2012, by H. Curtis Brunjes, Member of Curtiss Aero, LLC, as his free act and deed and the free act and deed of said limited liability company.



Delia Espinal
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/2016

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged, before me, this 12 day of April, 2012, by Mirash Vatici, Member of Exit LLC, as his free act and deed and the free act and deed of said limited liability company.



Delia Espinal
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/2016

CURTISS AERO
LEASE

THIS LEASE made this 1st day of September 2005, between the CITY OF DANBURY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and CURTISS AERO, a Connecticut corporation having an office and principal place of business at 19 Mill Brook Road, Danbury, Connecticut, 06810, hereinafter referred to respectively as "LESSOR" and "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain place or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a food-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1998, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for ten (10) years, commencing on the date hereof, at the rent rate of FIVE THOUSAND ONE HUNDRED & 00/100 DOLLARS (\$5,000.00) PER ACRE plus CPI payable yearly in advance. There shall be one (1) ten (10) year renewal option given to the LESSEE at the then established "rent per acre" rate or an increase of ten percent (10%) over the rent, whichever is greater, plus annual CPI, conditioned on LESSEE providing four (4) months' written notice in advance.

2. 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.

3. UTILITIES/INSURANCE/TAXES

LESSEE will pay for all applicable water, gas, heat, light, power, sewer services, telephone service and all other similar services supplied to said premises. LESSEE will also maintain liability insurance in the amount of \$1,000,000 (per Aviation Commission) which amount may be increased from time to time upon notification to LESSEE by LESSOR,

training the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

A. TITLE TO STRUCTURES.

Title to all apartment 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 the lease and any renewal thereof. At such time as this lease has terminated, title in and to all apartment structures not presently owned by the LESSOR shall revert to LESSOR.

5. 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 apartment structures in the conduct of its business, provided, however, that such use shall 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, which approval shall not be unreasonably withheld. 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 sublessee.

6. 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, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with CURTISS AERO. CURTISS AERO, further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. 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 19 Myr Brook Road, Danbury, Connecticut, 06811. All notices to the LESSOR shall be given in writing to the City Clerk 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 Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2289, Wishing Road, Danbury, Connecticut, 06813.

9. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 138 Compliance procedures set forth in Exhibit E 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.

8. 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.

10. 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.

11. 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.

12. 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.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor 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.

14. 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, 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 the lease shall terminate, 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 use of its former estate, and without such re-entry, may recover possession thereof 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.

15. 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 the general covenant but without limiting its general application, the LESSEE specifically agrees:

- a. to conduct its operations on the airport for the use and benefit 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 therefor.

16. TERMINATION BY LESSOR

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, lessor or the like.

17. 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 obligations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew the lease without such written consent of said LESSOR.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commissioner and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. 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.

20. 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.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereto, 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.

22. SUBORDINATION.

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.

23. 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.

24. GOVERNING LAWS.

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

26. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, 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.

27. PERMISSION.

Whenever used herein, the terms "Permittee" 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.

28. 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.

29. RIGHT OF FLIGHT / AIRSPACE

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of right 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.

30. 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, (f) make it difficult for pilots to distinguish between airport lights and others, (g) project glare in the eyes of pilots, (h) impair visibility in the vicinity of the airport, or (i) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. 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 in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1985 on file with LESSOR, 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.

32. 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.

33. 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 services 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.

34. 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.

35. 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: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and in 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; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

Signed, sealed and delivered
in the presence of
[Signature]
Robin A Shepard

[Signature]
STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

CITY OF DANBURY
By: *[Signature]*
Mark D. Bourignon
His Mayor
By: *[Signature]*
Quinn A. Boyd
Raymond C. Flaczny

On this the 27th day of September 2005, before me, Robin A Shepard, the undersigned officer, personally appeared Mark D. Bourignon, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

[Signature]
Robin A Shepard
Notary Public
Commissioner of the Superior Court
my com. expires 09/31/2006

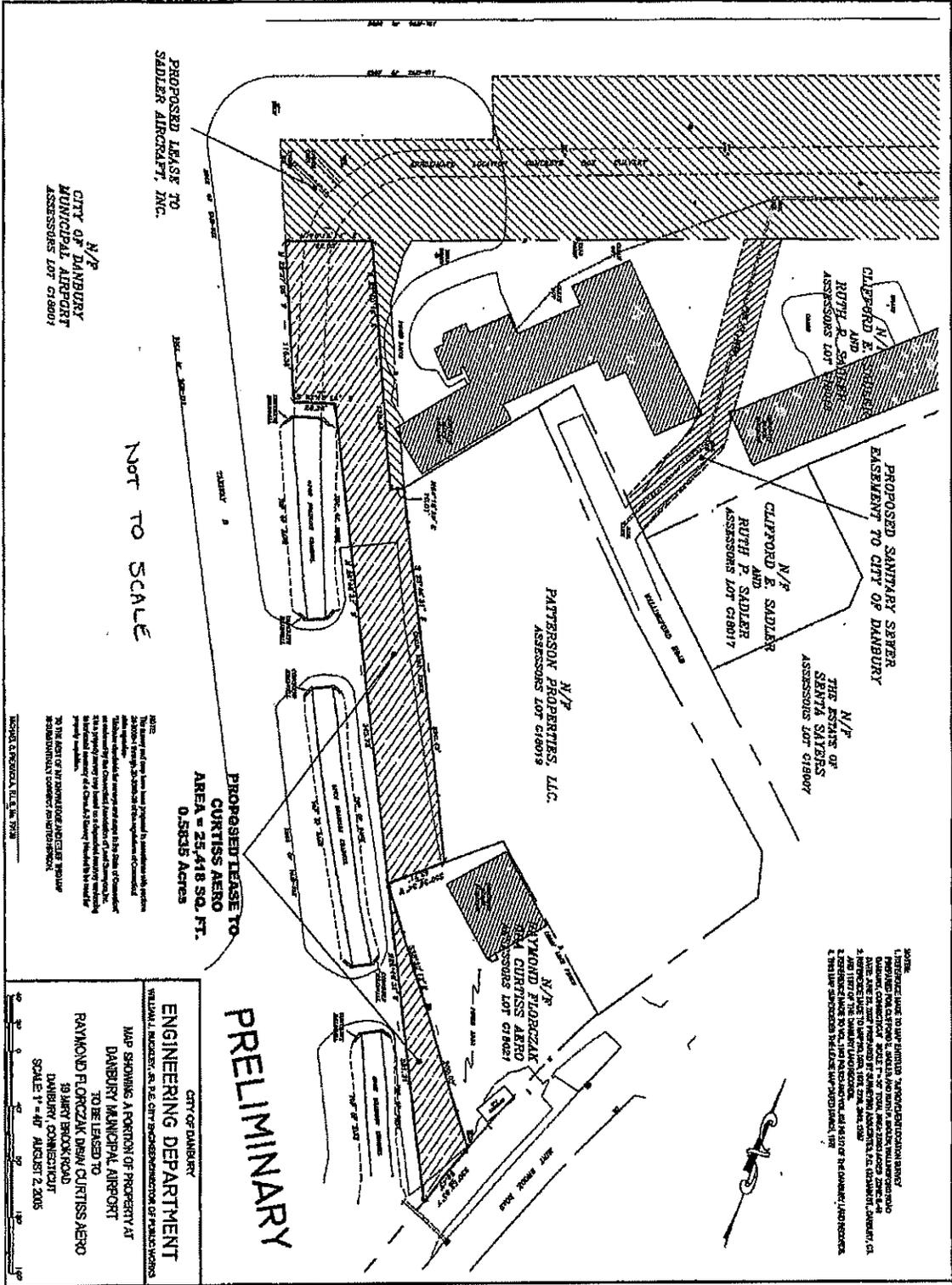
New York
STATE OF COLUMBIA)
COUNTY OF HARRIS) ss: Deane

On this the 12th day of September 2005, before me, Arthur J. Messina, the undersigned officer, personally appeared DAVID A. FERRARO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Commissioner of the Superior Court
Notary Public

ARTHUR J. MESSINA
Notary Public
in and for the State of New York
Qualified in Westchester County
Commission Expires June 2, 2006



PROPOSED LEASE TO
SADLER AIRCRAFT, INC.
N/P
CITY OF DANBURY
MUNICIPAL AIRPORT
ASSESSORS LOT 618004

NOT TO SCALE

PROPOSED LEASE TO
CURTISS AERO
AREA = 25,418 SQ. FT.
0.5835 Acres

NOTES:
1. This drawing was prepared by the engineer with information furnished by the City of Danbury and the Assessor's Office. The engineer is not responsible for the accuracy of the information furnished by the City of Danbury and the Assessor's Office.
2. The City of Danbury is the owner of the property shown on this drawing.
3. The City of Danbury is the owner of the property shown on this drawing.
4. The City of Danbury is the owner of the property shown on this drawing.
5. The City of Danbury is the owner of the property shown on this drawing.
6. The City of Danbury is the owner of the property shown on this drawing.
7. The City of Danbury is the owner of the property shown on this drawing.
8. The City of Danbury is the owner of the property shown on this drawing.
9. The City of Danbury is the owner of the property shown on this drawing.
10. The City of Danbury is the owner of the property shown on this drawing.

NOTES:
1. THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
3. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
4. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
5. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
6. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
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8. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
9. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.
10. THE CITY OF DANBURY IS THE OWNER OF THE PROPERTY SHOWN ON THIS DRAWING.

CITY OF DANBURY
ENGINEERING DEPARTMENT
VILLAGE ENGINEER, IN CHARGE OF THE CITY ENGINEERING DEPARTMENT OF PUBLIC WORKS

MAP SHOWING A PORTION OF PROPERTY AT
DANBURY MUNICIPAL AIRPORT
TO BE LEASED TO
RAYMOND FLORCZAK DBA/CURTISS AERO
19 HART BROOK ROAD
DANBURY, CONNECTICUT
SCALE: 1" = 40' AUGUST 2, 2005

EXHIBIT B

HIGH STANDARDS FOR
LEASE AND/OR USE
OF
DANDERY 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 adjacent 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 as map entitled, "DANBURY MUNICIPAL AIRPORT, PROPERTY OF THE TOWN OF DANBURY, HIRY BROOK DISTRICT, TOWN OF DANBURY, CONNECTICUT," originally prepared by Sydney A. Hupp, P.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 Lemm Hauck 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 Road 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. "Fixed-base operator, hereinafter referred to as "F.B.O."; is any person, firm, corporation or other entity (1) located on either City-owned property or other 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 (11) 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 rotorcraft, 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 rotorcraft, 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 agent for carrying on any business or commercial activity, except as follows:

- 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 of a license of an FBO as described in subsection 3.1 above, (i) whose sublessee or licensee or permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublessee, or licensee, or 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 Assurance Agreement" between the Commission and the F.B.O.
- 3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublessee or licensee, related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublessee or licensee, 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 Assurance Agreement" between the Commission and the F.B.O.
- 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 operations by the Federal Government or one of its departments or agencies;

any operation by the City or by 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.

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 buildings. All permits, however, are required to comply with the minimum physical requirements for land and buildings. All permits, however, are required to comply with the portions 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, are controlled by said FBO, such 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, leases or licenses of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may appropriate 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 7.5.

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 buildings to the minimum physical requirements for land and 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 portions of these Rules and Regulations dealing with fees.

7.3. in addition to the requirements of the FAA and pursuant to subsection 7.5 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.

7.4. It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

7.5. 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 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 be defined and approved by the Commission.

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

7.1. No person, firm, corporation or other entity described in Sec. 7. 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. 80. 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 show the commission or its designee to inspect its financial background and any other records that are relevant to the requirements of subsection

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 7.3 shall conform to the following requirements:

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

(1) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least 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. 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.

(11) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equipment shall meet all applicable safety requirements;

(11A) 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;

BOOK 32 PART 420
(b) CATEGORY B. INSTRUCTION, RENTAL, CHARTER OR TAXI
AND FLYING CLUBS:

- A. Permittees providing flight instruction services shall conform to the following requirements:
- (1) Provide a minimum of one certified instructor pilot on a full-time basis;
 - (11) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;
 - (111) 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:
- (1) 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:
- (1) Provide a minimum of one certified pilot who qualifies the relevant FAA ratings for charter services;
 - (11) 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:
- (1) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;
 - (11) 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). Permittances performing operations under Category C shall:

(1) Provide a minimum of one full-time qualified demonstrator pilot;

(11) 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). Permittances performing operations under Category D shall:

(1) 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;

(11) Furnish facilities and equipment for air frame and power plant repairs such as least one certified mechanic. In the case of a certified FAA repair station a licensed facilities shall be allowed. Such minor repairs in the types of aircraft normally utilizing the Airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE); Permittances performing operations under Category E shall:

(1) 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;

(11) 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 approval shall be given by the Commission. Such approval shall not be unreasonable not be granted, if said construction shall be inconsistent with the Master Plan for development.

of the Airport. FAA Form 7460-1 "Notice of Proposed Construction of 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 access-way 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 areas of the Airport. In accordance with applicable FAA regulations.

7.10 All permittees shall abide by all rules and regulations promulgated by the Commission of the Airport, including, but not limited to, flight and ground operations, 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 out 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 rocket 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
receipt 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.

8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION.

The City will provide the following services:

- (a) security services to protect 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.

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. operations under Category "A" shall pay to the City a fuel storage fee of \$0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their licensees 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 Fly-Ing 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. Airplane Sales and Service	\$7,000.00 for 1988 \$3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and October 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 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.

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 failure to comply with any requirements 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 rata 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 ten (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 FSO'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 1.2 and 7.3 above, before 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.

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 17 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.