



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** October 18, 2018

**Staff Contact:** Heather Ferris, Associate Planner

**Agenda Title:** For Possible Action: To consider a request for a Tentative Subdivision Map application to create 18 condominium hangar units on a 2.19 acre parcel at the Carson City Airport within the Public Regional (PR) zoning district, located at 2600 E. College Parkway, APN 005-091-19. (Heather Ferris, h ferris@carson.org)

**Staff Summary:** Per the provisions of Section 17.05.010 of the Carson City Municipal Code (CCMC), the Board of Supervisors is authorized to approve a Tentative Subdivision Map. The Planning Commission reviewed the subject application at its meeting of September 26, 2018, and has recommended approval of the request based on the ability to make the required findings and subject to Conditions of Approval.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 minutes

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## Proposed Motion

I move to approve TSM-18-123, a Tentative Subdivision Map known as the Mountainwest Community Association map, consisting of 18 condominium hangar units, based on the findings and subject to the conditions of approval contained in the September 26, 2018 staff report to the Planning Commission.

## Board's Strategic Goal

Quality of Life

## Previous Action

At its meeting of September 26, 2018 the Planning Commission voted 5-0 (2 absent) to recommend approval of the subject application subject to conditions of approval. The conditions of approval recommended by the Planning Commission are included in the September 26, 2018 staff report to the Planning Commission.

## Background/Issues & Analysis

Please see attached staff report to the Planning Commission with attachments.

## Applicable Statute, Code, Policy, Rule or Regulation

CCMC 17.05 (Tentative Maps), CCMC 17.07.005 (Findings); NRS 116 (Common Interest Ownership); NRS 278.349 (Action on tentative map by governing body; considerations in determining action on tentative map; final disposition); NRS Chapter 244; Article 2 of the Carson City Charter.

## Financial Information

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Alternatives**

1. Approve the Tentative Subdivision Map subject to conditions different than those recommended by the Planning Commission based on the ability to make the required findings.
2. Deny the Tentative Subdivision Map based on the inability to make the required findings, stating which findings can not be made.
3. If additional information is submitted to the Board of Supervisors that the Board believes warrants further review and consideration of the application by the Planning Commission, refer the matter back to the Planning Commission.

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Vote Recorded By)

## STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF SEPTEMBER 26, 2018

FILE NO: TSM-18-123

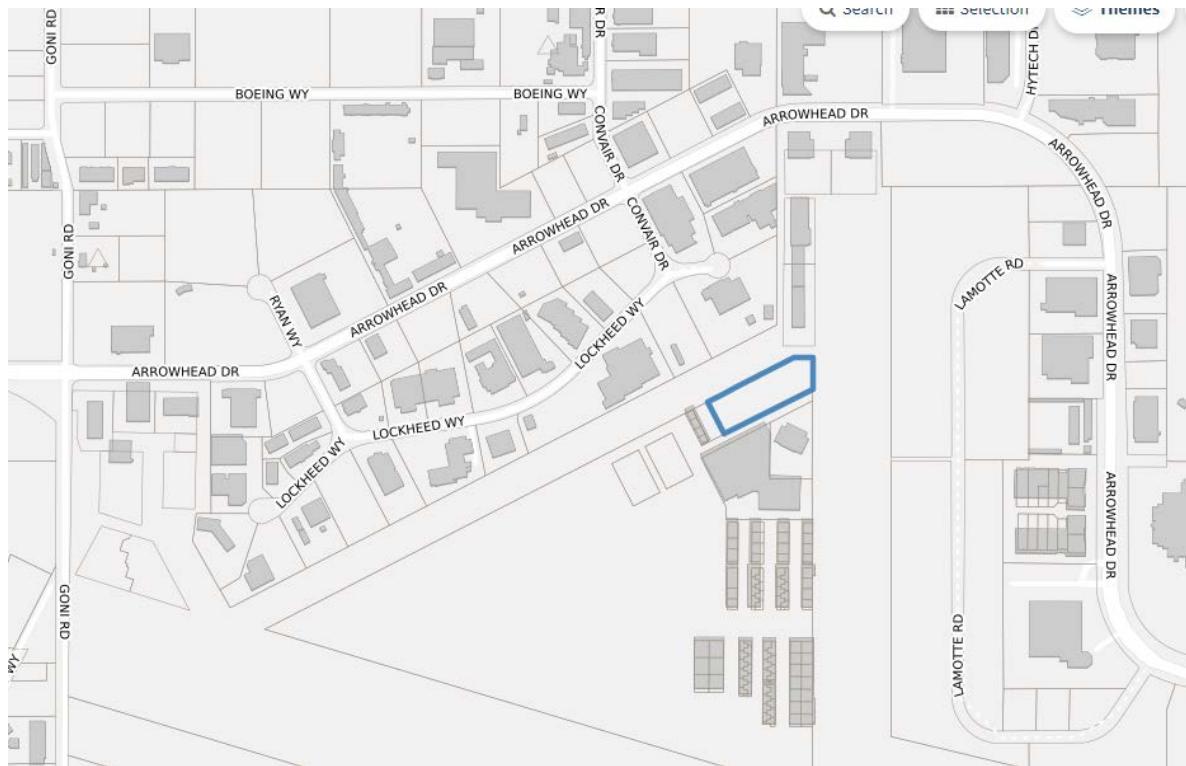
AGENDA ITEM: E.1

STAFF AUTHOR: Heather Ferris, Associate Planner

**TSM-18-123 – For Possible Action:** To make a recommendation to the Board of Supervisors regarding a Tentative Subdivision Map application to create 18 condominium hangar units on a 2.19 acre parcel at the Carson City Airport within the Public Regional (PR) zoning district, located at 2600 E. College Parkway, APN 005-091-19. (Heather Ferris, [hferris@carson.org](mailto:hferris@carson.org))

**SUMMARY:** *The applicant is seeking approval of a Tentative Subdivision Map to create 18 condominium hangar units within three (3) separate buildings, with approximately 0.91 acres of Common Area and 4,191 square feet of Limited Common Area (the air space around each building and between individual units). The Planning Commission makes a recommendation to the Board of Supervisors on requests for Tentative Subdivision Maps.*

### VICINITY MAP:



**RECOMMENDED MOTION:** I move to recommend to the Board of Supervisors approval of TSM-18-123, a Tentative Subdivision Map known as the Mountainwest Community Association map, consisting of 18 condominium hangar units within three (3) separate buildings, with approximately 0.91 acres of Common Area and 4,191 square feet of Limited Common Area (the air space around each building and between individual units); located at the Carson City Airport at 2600 E. College Parkway APN 005-091-19, based on the findings and subject to the conditions of approval contained in the staff report.”

## **RECOMMENDED CONDITIONS OF APPROVAL**

**The following are general conditions of approval:**

**The following are conditions of approval required per CCMC 18.02.105.5:**

1. All final maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map, the Development Engineering Department shall approve all on-site and off-site improvements. The applicant shall provide construction plans to the Development Engineering Department for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.
3. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.
4. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any final map.
5. With the submittal of any final maps, the applicant shall provide evidence to the Planning and Community Development Department from the Health and Fire Departments indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the Fire Department of all hydrant locations.
6. The following note shall be placed on all final maps stating:

"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
7. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of a final map.
8. The applicant must sign and return the Notice of Decision for conditions for approval within ten (10) days of receipt of notification after the Board of Supervisors meeting. If the Notice of Decision is not signed and returned within ten (10) days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
9. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
10. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage, and street improvements.

11. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection, as applicable. The site grading must incorporate proper dust control and erosion control measures.
12. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering Department, for the purposes of sizing, prior to approval of a final map.
13. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the specific performance of said work secured, by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within one (1) year of acceptance by the City. Improvements associated with the Conditional Letter of Map Revision must be constructed and may not be secured in lieu of construction.
14. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.
15. An Owners Association or similar entity shall be formed to maintain the common area and limited common area. The District Attorney shall approve any CC&R's prior to recordation of the first final map.

**Specific Conditions to be included in the Design of the Improvement Plans, to be met prior to approval of construction permit:**

16. A landscape plan in compliance with Carson City Development Standards, Division 3 – Landscaping shall be submitted with the Improvement Plans for the proposed project.
17. Provide information on proposed exterior lighting including specification sheets for review with the improvement plans. All exterior lighting shall be in compliance with Carson City Development Standards, Division 1.3.

**Conditions to be Addressed with the Final Map**

18. The Final Map shall accurately depict the "limited common area" by labeling the limited common area for each building and delineating what is included in the limited common area for each building.
19. The fire riser rooms shall be incorporated into the project parcel.
20. The applicant shall obtain approval from the Fire Department and Engineering for project addressing.
  - a. The project shall have discrete addresses assigned to each building.
  - b. Addressing shall be assigned per CCMC Development Standards, Division 22- "Street Naming and Addressing Assignment Regulation."
  - c. The use of the main airport address (2600 East College Parkway) is prohibited.
  - d. Addressing shall be consistent with the addressing program that has

been implemented on the airport grounds.

21. Onsite infrastructure must be private and be maintained by the association responsible for the common area.
22. The applicant shall obtain approval from the Nevada Department of Environmental Protection.
23. At the time of Final Map submittal, the applicant must demonstrate that the project complies with all identified conditions.

**LEGAL REQUIREMENTS:** CCMC 17.05 (Tentative Maps); CCMC 17.07 (Findings); NRS 116 (Common Interest Ownership); NRS 278.349 (Action on tentative map by governing body; considerations in determining action on tentative map; final disposition).

**MASTER PLAN DESIGNATION:** Public/Quasi-Public

**ZONING DISTRICT:** PR (Public Regional)

**KEY ISSUES:** Is the application in compliance with the provisions of Nevada Revised Statutes (NRS) and the applicable sections of Carson City Municipal Code?

**SURROUNDING ZONING AND LAND USE INFORMATION:** The parcel is surrounded, on all sides, by the Airport main parcel zoned Public Regional.

**ENVIRONMENTAL INFORMATION:**

FLOOD ZONE: Zone X (Area of minimal flood hazard)

SLOPE/DRAINAGE: Generally flat

SEISMIC ZONE: Zone III (moderate shaking potential)

**SITE DEVELOPMENT INFORMATION:**

SUBJECT SITE AREA: 2.19 Acres

ZONING: PR (Public Regional)

EXISTING LAND USE: Vacant Land

TOTAL NUMBER OF UNITS: 18 condominium hangar units within three (3) separate buildings.

PROPOSED LOT SIZES: Hangar units will range from 2304 square feet to 3074 square feet; 0.91 acres common area; and 4,191 square feet limited common area.

PROPOSED SETBACKS: 0'

PARKING REQUIRED: Consistent with SUP-06-248 parking provided inside the hangar or in front of the space being rented.

PROJECT PHASING: Phasing Plan will be consistent with NRS 278.360- The first map shall be recorded within 4 years of tentative map approval and each successive map shall be recorded within 2 years of the previous map.

Phase I: Building 1, six units (currently under construction).

Phase II: Building 2, six units.

Phase III: Building 3, six units

**SITE HISTORY:**

SUP-06-248: (January 31, 2007) Approval of a Special Use Permit to allow for the construction of four airplane hangars consisting of 22 units on the subject property.

TSM-07-060: (June 21, 2007) Approval of Tentative Subdivision Map to create 22 separate condominium hangar units within 4 hangar buildings on the subject property (expired after Phase I recorded).

FSM-07-060: (February 3, 2009) Final Subdivision Map for Phase 1 recorded including 12 condominium hangar units and 2 common area parcels.

LLD-15-009: (August 28, 2015) Lot Line Deletion resulting in the merger of the remainder parcel, 8 of the hangar parcels, and Common Area B parcel created with the recording of FSM-07-060.

LLA-15-019: (August 28, 2015) Lot Line Adjustment between resulting merged parcel from LLD-15-009 and Common Area A created with the recording of FSM-07-060.

CSM-18-105: (July 17, 2018) Review of a conceptual map for 18 condominium hangar units with common area.

TSM-18-123: (August 16, 2018) Tentative Subdivision Map to create 18 condominium hangar units with common area submitted to the Planning Division.

**BACKGROUND:**

A Special Use Permit (SUP) was approved in 2007 to allow for the construction of 22 hangar units in 4 buildings, on the subject parcel. Since the approval of the SUP a total of 12 hangar lots were created, however, only 4 units were ever constructed. In 2015 the airport completed a lot line deletion resulting in the merger of the 8 hangar lots, the remainder parcel, and common area lot B which were created with the recording of FSM-07-060 in 2009. Additionally, the airport completed a lot line adjustment adjusting the line between the now merged parcels and common area parcel A, resulting in the current configuration of the subject parcel.

Consistent with the approval of the SUP to allow for the construction of 22 hangar units, the applicant, Sierra Skyway Inc., has applied for a Tentative Subdivision Map to create the remaining 18 condominium hangar units surrounded by common area. The parcel (Lot 219A) is leased by the Carson City Airport Authority to Sierra Skyway, Inc.

**DISCUSSION:**

The Mountainwest Association tentative map is located at the Carson City Airport, 2600 E College Parkway, in the PR (Public Regional) zoning district. The parcel is surrounded by the Airport main parcel which is also zoned PR.

The applicant proposes the creation of 18 condominium hangar units for individual ownership, with common area and limited common area that would be maintained by the owners association or similar entity. The individual hangar units will range in size from 2,304 square feet to 3,074 square feet with 0.91 acres of common area and 4,191 square feet of limited common area (the airspace around each building and between each individual unit).

The colors and materials of the proposed buildings will be compatible with adjacent buildings, consistent with condition #23 of SUP 06-248. Each hangar will include restrooms, gas lines for

heating the hangar, whole hangar insulation, full fire sprinkler protection, and outside security lighting.

**PUBLIC COMMENTS:** Public notices were mailed to 33 property owners within 650 feet of the subject site pursuant to the provisions of NRS and CCMC for the Tentative Subdivision Map application. As of the completion of this staff report, no public comment has been received. Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on September 26, 2018 depending upon their submittal date to the Planning Division.

**OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:** The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

**Engineering Division:**

The Engineering Division has reviewed the application within areas relative to adopted standards and practices and to the provisions of CCMC 17.07.005. The Engineering Division offers the following condition of approval:

1. Onsite infrastructure must be private and must be maintained by the association responsible for the common space.

**Fire Department:**

1. Project must comply with the current edition of the International Fire Code and northern Nevada Fire Code amendments as adopted by Carson City.
2. Project shall have discrete addresses assigned to each building permit per CCMC Development Standards, Division 22- "Street Naming and Address Assignment Regulation." The use of the main airport address (2600 East College Parkway) is prohibited. Addressing will be consistent with the addressing program that has been implemented on the airport grounds.

**Building Division:** No comment.

**Health Department:** No comment.

**Assessor's Office:**

1. Label the limited common area for each building.
2. Delineate exactly what is included in the limited common area for each building.

**TENTATIVE MAP FINDINGS:** Staff recommends approval of the Tentative Subdivision Map based on the findings below and in the information contained in the attached reports and documents, pursuant to CCMC 17.05 (Tentative Maps); 17.07 (Findings) and NRS 278.349, subject to the recommended conditions of approval, and further substantiated by the applicant's written justification. In making findings for approval, the Planning Commission and Board of Supervisors must consider:

1. ***Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.***

The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste. The existing

infrastructure has been found to be sufficient to supply the water and sanitary sewer needs of the subdivision, and the City has the capacity to meet the water and sewer demand.

**2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.***

Water supplied to the development will meet applicable health standards. Carson City's water supply will not be exceeded by final approval of this development. The City has sufficient capacity and water to meet the required water allocation for the subdivision.

**3. *The availability and accessibility of utilities.***

All utilities, including water, sanitary sewer, and storm drainage utilities are available in to serve this development.

**4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.***

The project is located at the Carson City Airport which is served by the Carson City Sheriff's Office and Carson City Fire Department. Transportation services are provided by the Regional Transportation Commission. The proposed subdivision will not overburden these public services. The project is not expected to impact schools or recreational services.

**5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.***

The proposed project is located within the Carson City Airport. The airport is not adjacent to any public lands.

**6. *Conformity with the zoning ordinance and land use element of the City's Master Plan.***

The proposed subdivision is in conformance with the zoning of Public Regional and the Master Plan designation of Public/Quasi-public. Moreover, the project is consistent with the previously approved special use permit (SUP 06-248) permitting the construction of the hangars on the subject property.

**7. *General conformity with the City's Master plan for streets and highways.***

The proposed project is located within the Carson City Airport. Access will be provided via existing access point and no new accesses or roadways are required; therefore, the project is in conformance with the City's master plan for streets and highways.

**8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.***

The proposed project is located within the Carson City Airport and will be served by the existing circulation system. There is no impact on the existing public roadways.

**9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.***

The physical characteristics of the site do preclude the development as proposed. The site is generally level. The site is located in Flood Zone X which is an area of minimal flood hazard and is in Seismic Zone III (moderate shaking potential). The project does not require any mitigation as a result of these characteristics.

**10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.***

The proposed tentative map has been routed to the Nevada Department of Environmental Protection (NDEP). The map has been conditioned to provide proof of NDEP's approval of the map prior to recording the Final Map. The map was also routed to Nevada Division of Water Resources (DWR). DWR has requested tentative approval concerning water quantity from Carson City Public Works and a final mylar map of the proposed project be presented to the State Engineer for approval and signed through his office prior to development. Consistent with Section 17.06.035.9 of CCMC and NRS 278.377(b), the State Engineer is required to sign the Final Map.

**11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.***

The Carson City Fire Department has reviewed the project plans and provided comments. The project is required to comply with the current edition of the International Fire Code and Northern Nevada Fire code amendments as adopted by the City and each building will have full fire sprinkler protection.

The Fire Department has also required the project be appropriately addressed instead of using the Airports main address. Addressing that meets Carson City standards will help to facilitate emergency responders in locating the buildings in order to protect the public health and safety by enabling a quicker response time by police, fire, ambulance and other emergency services. The project has been conditioned to meet these requirements.

**12. *Recreation and trail easements.***

The project area is located within the Carson City Airport and the applicant is not required to provide recreation or trail easements. All disturbed areas will be reseeded and hydro-mulched.

Attachments:

City and State Comments  
Tentative Map Application (TSM-17-184)

**Engineering Division  
Planning Commission Report  
File Number TSM-18-123**

**TO:** Hope Sullivan - Planning Department  
**FROM:** Stephen Pottéy – Development Engineering Department  
**DATE:** September 12, 2018                    **MEETING DATE:** September 26, 2018

**SUBJECT TITLE:**

TSM-18-123 for 2600 College Pkwy Hangar Subdivision, apns 005-091-19

**RECOMMENDATION:**

The Engineering Division has no preference or objection to the tentative map request and offers the following condition of approval:

- Onsite infrastructure must be private and must be maintained by the association responsible for the common space.

**DISCUSSION:**

The Engineering Division has reviewed the application within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 17.07.005 and offers the following discussion:

**FINDINGS:**

The following Tentative Map Findings by the Engineering Division are based on approval of the above conditions of approval:

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*  
The existing infrastructure has been found sufficient to supply the water and sanitary sewer needs of the subdivision, and the City has the capacity to meet the water and sewer demand.
2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*  
The City has sufficient system capacity and water rights to meet the required water allocation for the subdivision.

3. *The availability and accessibility of utilities.*

Water and sanitary sewer and storm drain utilities are available and accessible.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The road network necessary for the subdivision is available and accessible.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

Development engineering has no comment on this finding.

6. *Conformity with the zoning ordinance and land use element of the city's master plan.*  
Development engineering has no comment on this finding.

7. *General conformity with the city's master plan for streets and highways.*

The development is in conformance with the city's master plan for utilities and streets and highways.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

The existing private infrastructure is sufficient to meet the additional demand imposed by the subdivision.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

The site has no known site characteristics that would require special mitigation.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

Development engineering has no comment on this finding.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The subdivision has sufficient secondary access, and sufficient fire water flows.

12. *Recreation and trail easements.*

Development engineering has no comment on this finding.

These comments are based on the tentative map plans and reports submitted. All applicable code requirements will apply whether mentioned in this letter or not.

## **Fire Department Comments**

08/24/2018

Comments for TSM 18-123:

1. Project must comply with the current edition of the International Fire Code and northern Nevada Fire Code amendments as adopted by Carson City
2. Project shall have discrete addresses assigned to each building per CCMC Development Standards, Division 22—"Street Naming and Address Assignment Regulation". The use of the main airport address (2600 East College Parkway) is prohibited. Addressing will be consistent with the addressing program that has been implemented on the airport grounds.

***Dave Ruben***

Fire Marshal  
Carson City Fire Department  
777 S. Stewart Street  
Carson City, NV 89701

Direct 775-283-7153  
Main 775-887-2210  
FAX 775-887-2209

## **Heather Ferris**

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**From:** Corey Coleman  
**Sent:** Wednesday, September 12, 2018 9:25 AM  
**To:** Heather Ferris; Stephen Pottey  
**Subject:** RE: TSM-18-123 (Skyway Inc)

Heather

We do not have any comments on this project.

Thanks,  
Corey

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**From:** Heather Ferris  
**Sent:** Wednesday, September 12, 2018 8:11 AM  
**To:** Stephen Pottey; Corey Coleman  
**Subject:** TSM-18-123 (Skyway Inc)

Stephen & Corey-

My staff report for the TSM for the hangars has to be finalized Friday. Can you please get me your comments and/or conditions by end of day tomorrow?

Thanks,

Heather

**Heather Ferris**  
Associate Planner  
Carson City, NV 89701  
775-283-7080

## **Lena Reseck**

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**From:** Dustin Boothe  
**Sent:** Thursday, August 23, 2018 10:26 AM  
**To:** Lena Reseck  
**Subject:** RE: September 26, 2018 Planning Commission Items

Lena:

TSM-18-123 2600 College Pkwy (Skyway Inc)

**Health and Human Services**

No concerns with the project as submitted.

ZMA-18-124 449 W. Appion Way/382 W. Patrick Street

**Health and Human Services**

No concerns with the project as submitted.

Dustin

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**From:** Lena Reseck

**Sent:** Friday, August 17, 2018 4:22 PM

**To:** Corey Coleman; Dan Stucky; Dave Ruben; Dirk Goering; Dustin Boothe; Guillermo Munoz; Hope Sullivan; Kathe Green; Lee Plemel; Lucia Maloney; Mark Irwin; [mkorinek@carson.k12.nv.us](mailto:mkorinek@carson.k12.nv.us); Patti Liebespeck; Robb Fellows; Stephen Pottey; Vern Krahm

**Cc:** Dan Stucky; Kimberly Adams

**Subject:** September 26, 2018 Planning Commission Items

Please review and provide comments by September 10, 2018.

Thank you,

*Lena Reseck*

Senior Permit Technician  
Community Development  
(775) 283-7059  
[lresek@carson.org](mailto:lresek@carson.org)

## Assessor Comments

08/21/2018

TSM-18-123

I only have a few requests. In regards to the "limited common area's". We would like them each labeled for each building, meaning "limited common area – building 1", etc. The assessment process for "common area" is very specific and this will assist in that process. Also, can the map show a detail of what exactly the "limited common area" includes. Is this airspace for fire code purposes? Is it mechanical housing? Is it mezzanine?

Let me know if you have any questions.

*Kimberly Adams*  
**Chief Deputy Assessor**  
**201 N. Carson St. Ste 6**  
**Carson City, NV 89701**  
**775-887-2130 (Fax) 775-887-2139**

## Lena Reseck

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**From:** CONNORS, IRENE A <ic2628@att.com>  
**Sent:** Monday, August 20, 2018 10:33 AM  
**To:** Lena Reseck  
**Subject:** RE: TSM-18-123 2600 College Pkwy (Skyway Inc)

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

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Good Morning Lena,  
Cliff Cooper has approved this map for signature with no comments.

Thanks.  
Irene

Irene Connors  
AT&T Nevada  
Engineering Administrator  
775.453.7552

**From:** Lena Reseck [mailto:[LReseck@carson.org](mailto:LReseck@carson.org)]  
**Sent:** Friday, August 17, 2018 3:06 PM  
**To:** Amanda Marcucci <[Amanda.marcucci@swgas.com](mailto:Amanda.marcucci@swgas.com)>; Anthony Lefanto <[Anthony.Lefanto@charter.com](mailto:Anthony.Lefanto@charter.com)>; Danyale Howard <[dhoward@nvenergy.com](mailto:dhoward@nvenergy.com)>; CONNORS, IRENE A <[ic2628@att.com](mailto:ic2628@att.com)>; Jae Pullen <[jpullen@dot.state.nv.us](mailto:jpullen@dot.state.nv.us)>  
**Cc:** Mark Korinek <[mkorinek@carson.k12.nv.us](mailto:mkorinek@carson.k12.nv.us)>  
**Subject:** TSM-18-123 2600 College Pkwy (Skyway Inc)

Please review and provide comments.

Thank you,  
*Lena Reseck*  
Senior Permit Technician  
Community Development  
(775) 283-7059  
[Lreseck@carson.org](mailto:Lreseck@carson.org)

BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA

BRADLEY CROWELL  
*Director*



JASON KING, P.E.  
*State Engineer*

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701-5250  
(775) 684-2800 • Fax (775) 684-2811  
<http://water.nv.gov>

August 24, 2018

**To:** Lena Reseck  
Carson City Planning Department  
108 East Proctor Street  
Carson City, NV 89701

**Re:** Tentative Subdivision Review No. 20984-T Permit None

**Name:** Sierra Skyway, Inc.

**County:** Carson City – Arrowhead Drive and Lockheed Way

**Location:** A portion of the NE $\frac{1}{4}$  of Section 4, Township 15 North, Range 20, East, MDB&M.

**Plat:** Tentative: One lot consisting of three buildings (hangars) totaling approximately 2.07 acres and being Carson City Assessor's Parcel Number 005-091-19.

**Water Service Commitment**

**Allocation:** No water has been allocated for this project. No estimate of demand is available.

**Owner-Developer:** Sierra Skyway, Inc.  
346 2<sup>nd</sup> Tee Drive  
Incline Village, NV 89451

**Engineer:** Manhard Consulting, Ltd.  
9860 Double R Boulevard, Suite 101  
Reno, NV 89521

**Water**

**Supply:** Carson City Utilities

**General:**

A subdivision map was presented and approved by this office on August 24, 2018 as described on the Sierra Skyway, Inc. map.

Any water or monitor wells, or boreholes that may be located on either acquired or transferred lands are the ultimate responsibility of the owner of the property at the time of the transfer and must be plugged and abandoned as required in Chapter 534 of the Nevada Administrative Code. If artesian water is encountered in any well or borehole it shall be controlled as required in NRS § 534.060(3).

Municipal water service is subject to Carson City Utilities rules and regulations and approval by the Office of the State Engineer regarding water quantity and availability.

A Will Serve from Carson City Utilities and final mylar map of the proposed project must be presented to the State Engineer for approval and signed through his office prior to development.

**Action:**

Tentative approval concerning water quantity as required by statute for Sierra Skyway, Inc. subdivision based on water service by Carson City Utilities.

Best regards,

*Steve Shell*

Steve Shell  
Water Resource Specialist II



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

STATE OF NEVADA

Department of Conservation & Natural Resources

Brian Sandoval, Governor  
Bradley Crowell, Director  
Greg Lovato, Administrator

September 10, 2018

LEE PLEMEL  
Planning Division  
108 E. Proctor  
Carson City NV 89701

**Re: Tentative Map - Sierra Skyway, INC  
18 lots in Carson City**

Dear Mr. PLEMEL:

The Nevada Division of Environmental Protection (NDEP) has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal.

Further review of the Tentative Map requires submittal of the following:

- To further review this submittal the NDEP requires a copy of the tentative subdivision map with Jurat Sheet, wet-stamped and signed in non-black ink by an Engineer registered in Nevada.

If you have any questions regarding this letter please contact me at (775) 687-9417, or [tadams@ndep.nv.gov](mailto:tadams@ndep.nv.gov).

Sincerely,

Taylor Adams  
Technical Services Branch  
Bureau of Water Pollution Control

cc:

BUREAU OF CORRECTIVE ACTIONS SUPERFUND PROGRAM MANAGER BCA, 901 S. Stewart St.  
Ste. 4001 CARSON CITY, NV 89701

DARREN SCHULZ Carson City Public Works Director, 3505 Butti Way Carson City, NV 89701  
Engineer: MANHARD CONSULTING 3476 Executive Pointe Way, Suite 12 Carson City NV 89706

Control No. 12016

# MOUNTAINWEST COMMUNITY ASSOCIATION

Tentative Map

August 2018



Prepared For:

**Sierra Skyway, Inc.**

346 2<sup>nd</sup> Tee Drive, Incline Village, NV 89451

Prepared By:



3476 Executive Pointe Way, Suite 12  
Carson City, NV 89706

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## APPENDICES

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|   |
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| Application & Supporting Information      |
| Copy of Conceptual Subdivision Map Letter |
| Master Plan Policy Checklist              |
| Tentative Map Plan Set                    |
| Lease Agreement                           |
| SUP 06-248                                |
| Conceptual Drainage Study                 |
| Geotechnical Report                       |



## PROJECT LOCATION

The project site is a leased parcel within the Carson City Airport (2600 College Parkway, APN 005-091-19), between College Parkway and Arrowhead Drive, approximately 1 mile west of Interstate 580. The project site is accessed through Carson City Airport, by College Parkway and Airport Road.

**Figure 1: Project Location**



## EXISTING CONDITIONS

---

The project site is located within the Carson City Airport and is currently undeveloped. Construction has started on site for one building, pursuant to Site Improvement Permit #18-556 and Building Permit #18-652. Building #1 is identified as Phase 1 on the Tentative Map Plan Set. APN 005-091-19 is 2.19 acres and is a leased parcel from the Carson City Airport (please see attached current Lease Agreement, parcel 219A). There is an established Carson City public utilities easement (water, sewer, gas, electricity, storm drainage) parallel to the parcel on the south side.

**Figure 2: Surrounding Property Designations**

| Direction | Current Zoning  | Master Plan         | Current Land Use    |
|-----------|-----------------|---------------------|---------------------|
| North     | Public Regional | Public/Quasi Public | Taxiway             |
| South     | Public Regional | Public/Quasi Public | Fixed-Base Operator |
| East      | Public Regional | Public/Quasi Public | Taxiway             |
| West      | Public Regional | Public/Quasi Public | Hangar/Taxiway      |

**Figure 3: Site Photographs**



**Figure 3: Site Photographs (Continued)**



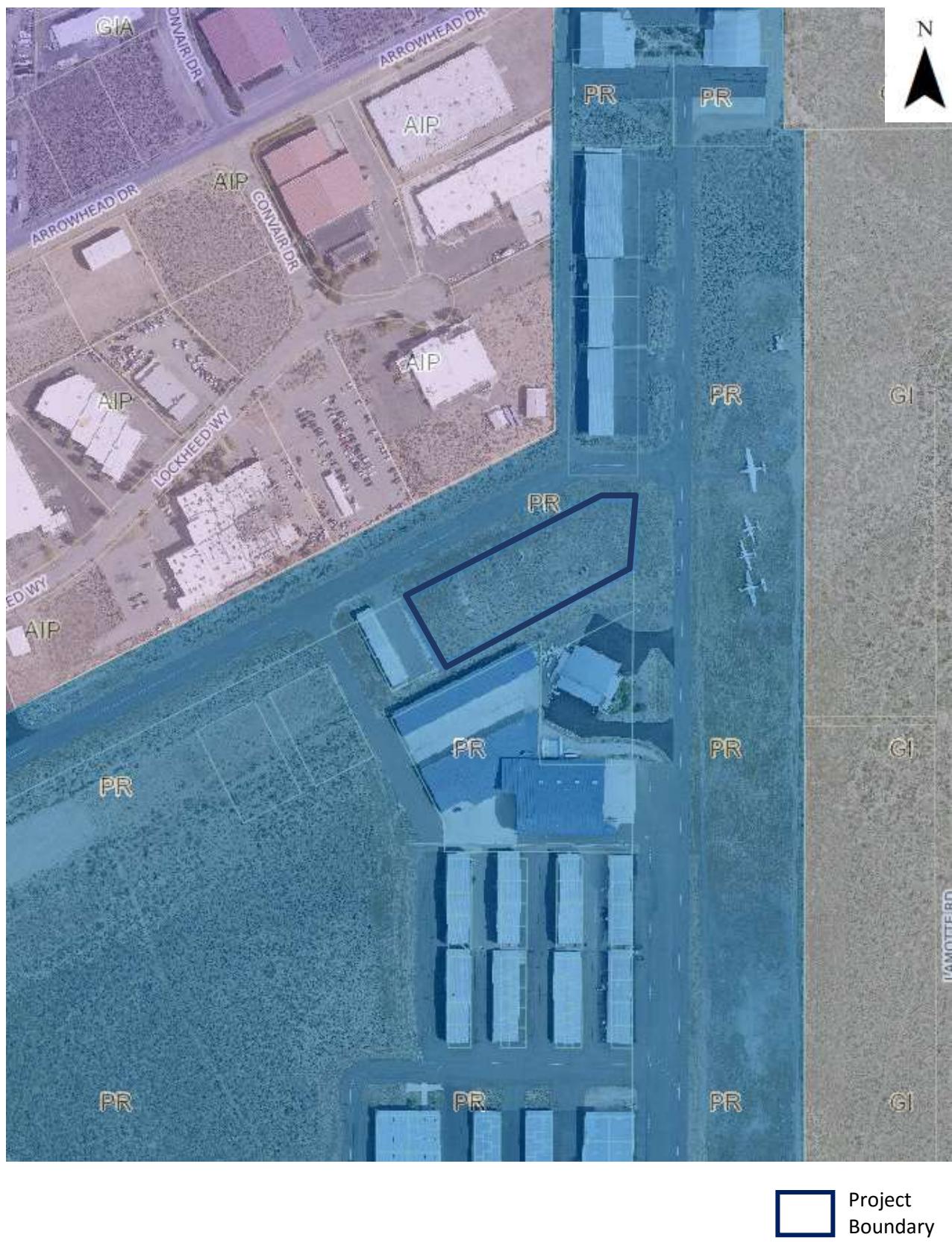
Facing east from the taxiway on the western border of the parcel.

**Figure 4: Existing Master Plan Designation**



 Project  
Boundary

**Figure 5: Existing Zoning Designation**



## APPLICATION REQUEST

---

The enclosed application is for a:

**A TENTATIVE MAP to create 18 condominium units and 6 common area parcels**

## PROJECT DESCRIPTION AND JUSTIFICATION

---

Sierra Skyway, Inc. proposes to construct 3 buildings, consisting of 18 condominium hangar units on APN 005-091-19, a Carson City Airport leased parcel (219A). The proposed hangar development was reviewed by the Carson City Airport Authority and a lease was awarded to Sierra Skyway on October 18, 2017. The proposed lease was approved by the Carson City Board of Supervisors on January 18, 2018. A copy of the lease is attached.

As shown on Figure 7: Site Plan, the project will contain 18 hangar units ranging from 2,304 sq. ft to 3,074 sq. ft. The total amount of hangar space is proposed to be 52,052 sq. ft. The "Common Area" space (the common area between the buildings) is 39,695 sq. ft. and the "Limited Common Area" (the air space around each building and between individual units) is 4,191 sq. ft.

Fire riser rooms for Building 1 and Building 2 extend into the public utility easement (Figure 7: Site Plan). This area has been approved by the Carson City Airport Authority to be included as part of the lease agreement and will be part of the project as limited common area. A Boundary Line Adjustment application will be submitted to include the fire riser rooms in the project parcel.

The Common Open Space will be maintained by a condominium association or similar entity.

The color and materials of the proposed buildings will be compatible with adjacent buildings. Each hangar will include restrooms and energy efficient lighting. The common area space for each building is expected to include gas lines for heating the hangar, whole hangar insulation, full fire sprinkler protection, and outside security lighting.

### Figure 6: Project Summary

| Project Details                          |                       |
|--|-----------------------|
| <b>Number of Units</b>                   | 18                    |
| <b>Unit Sizes</b>                        | 2,304 – 3,074 sq. ft. |
| <b>Total Building Size (3 buildings)</b> | 52,052 sq. ft.        |
| <b>Common Area</b>                       | 39,695 sq. ft.        |
| <b>Proposed Uses</b>                     | Airplane hangars      |

### Previous Approval

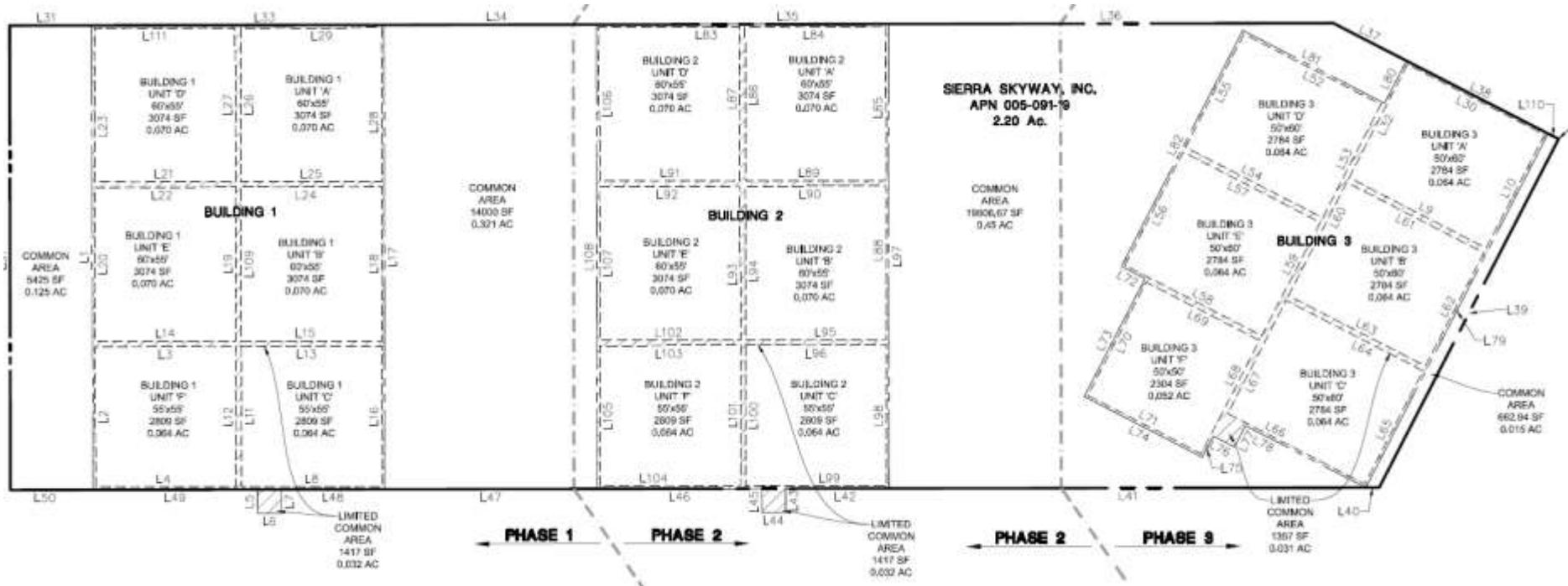
Tentative Map (TSM-07-060) was previously approved for this site but has since expired. One of the hangar buildings (containing 4 units) associated with TSM-07-060 has already been constructed. There is



also an approved and active Special Use Permit (SUP 06-248) for this project site that allows for the construction of the hangar buildings. This project is consistent with previously-approved Tentative Map and the current SUP.



Figure 7: Site Plan



## **Parking**

Parking will be provided in accordance with Carson City Airport standards. Generally, parking is provided either within the hangar space or in front of the hangar space. This is standard parking for hangars at the Carson City Airport.

## **Utilities**

There is an established Carson City public utilities easement (water, sewer, gas, electricity, storm drainage) parallel to the project area along the south side which the proposed subdivision will utilize. All utilities have been placed within the easement. Utilities will be extended to supply the proposed hangars. Each unit will have access to the easement for installation and maintenance purposes.

Water and sewer will be provided by Carson City public works. There is an existing 8" waterline and 8" sanitary sewer line located within the public utility easement. Service will be provided to each unit.

Solid waste disposal in Carson City is provided by Waste Management. Service will continue as currently exists at the Carson City Airport.

## **Drainage**

A Drainage Study prepared for the previously-approved Tentative Map is included with this application. It includes the existing hangar building that has already been constructed and the remaining three buildings proposed to be developed in this Tentative Map. The majority of the runoff from new development will be collected by catch basins and conveyed via storm drain pipes to the detention basin located southwest of the project area. However, runoff from the access road bordering the southern perimeter of the property will discharge into the detention basin by way of the V-ditch along the south edge of the access road. Post-development flows will be equal to pre-development conditions.

## **Floodplain**

The project area is designated as Flood Zone C, which indicates minimal flooding. Therefore, no minimum finished floor elevations have been established.

## **Phasing**

As shown in the Tentative Map Plan Set, there are three proposed phases. The first phase contains Building 1, 6 units. The site is already being graded for construction of the building and a building permit has been approved. Phase 2 contains Building 2, 6 units. Phase 3 contains Building 3, 6 units. It is anticipated that each phase will be completed in a year, so that the total hangar development will be completed in 3 years. The phasing plan may be modified with approval of the Carson City Planning Department.

The phasing plan, and any future modification, will meet the requirements of NRS 278.360 regarding presentation of final maps.

## **Project Benefit**

This Tentative Map will provide airport hangar space to attract corporate jets and turbo prop aircraft to the Carson City Airport and encourage future development of the Airport in accordance with the Airport Master Plan.

## **Dust Control**

Any necessary dust control will be provided in accordance with Carson City regulations and requirements.

## **MASTER PLAN POLICY CHECKLIST**

---

The purpose of the Master Plan Policy Checklist is to provide a list of answers that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to this Tentative Map application. The Master Plan Policy Checklist is also attached. Please be aware that this condominium subdivision is located within the established Carson City Airport, and many of the policies related to development are not applicable. This project complies with the Master Plan and accomplishes the following objectives:

### **Chapter 3: A Balanced Land Use Pattern**

1. The proposed project is located within the Carson City Airport and it is served by community water and wastewater facilities as identified in the Water and Wastewater Master Plans. (1.1b)
2. The proposed project is expected to encourage water conservation efforts through low-water landscaping, low-flow fixtures, and/or other water saving devices. (1.1c)
3. The proposed project is expected to utilize sustainable building materials and construction techniques. (1.1e)
4. The site is located to be adequately served by city services including fire and sheriff services. (1.5d)
5. The proposed development is not within the 100-year floodplain or other hazardous areas. (3.3d)

### **Chapter 5: Economic Vitality**

1. The proposed development will help maintain and enhance the primary job base in the area. (5.1)

### **Chapter 6: Livable Neighborhoods and Activity Centers**

1. The proposed project is expected to utilize durable, long-lasting building materials. 6.1a)
2. The proposed development will provide appropriate height, density, and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects in accordance with the Carson City Municipal Code. (6.2a, 9.3b, 9.4a)
3. The proposed project will not require “spot” rezoning of parcels and aims to conform more closely with Carson City Master Plan designations. (9.4b)



## Chapter 7: A Connected City

1. The proposed development will not utilize Carson City roadway connections and networks because it is part of the Carson City Airport, however the existing system is consistent with the Transportation Master Plan. (11.2c)
2. The proposed development does not include pathways (other than established taxiways) through the development because it is part of the Carson City Airport. (12.1a,c)

## TENTATIVE MAP FINDINGS

---

In accordance with Carson City Municipal Code Section 17.07.005, this project has been designed to consider the following:

1. **Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.**

All environmental health laws and regulations regarding water, air pollution, and waste disposal will be incorporated into the proposed project.

2. **The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.**

Water is available to the site. It will be provided by Carson City and conform to the applicable health standards and fulfill quantity requirements for residences.

3. **The availability and accessibility of utilities.**

Public utilities are currently available to serve the proposed project.

4. **The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.**

Police services are currently provided by the Carson City Sheriff's Office. Fire protection will be provided by the Carson City Fire Department. The project meets the requirements of the Fire Department. The Regional Transportation Commission is responsible for transportation in and around the project area. Carson City Parks Department provides recreational and parks services, although this project is not expected to impact recreational services. Educational services are provided by Carson City School District, although this project will not increase the need for educational services.

5. **Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.**

The project site is not adjacent to public lands.



**6. Conformity with the zoning ordinance and land use element of the city's master plan.**

The proposed project is in conformance with the Master Plan designation of Public/Quasi Public and the current zoning designation of Public Regional.

**7. General conformity with the city's master plan for streets and highways.**

The proposed project is located within the Carson City Airport and is therefore in conformance with the City's master plan for streets and highways.

**8. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.**

The project is located within the Carson City Airport and is served by the existing internal circulation system. There is no impact on the existing public streets or a need for new streets or highway to serve the subdivision.

**9. The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.**

Site topography is relatively flat and appears to have been previously cleared, therefore, contains limited vegetation. The parcel is designated by FEMA as Zone X, Area of Minimal Flood Hazard. No faults cross the site and no active Holocene age faulting is known to cross the site, nor has any direct evidence of onsite faulting been observed in the field or found in the excavation of the site. However, there is a mapped Holocene age fault within 1 mile east of the site and another fault within 1 mile southwest of the site. Subsurface soils generally consist of silty sands to a depth of about 20 feet below-ground-surface (bgs). A complete geotechnical investigation is also included as part of this application. The project area is designated as Flood Zone C, which indicates minimal flooding. Therefore, no minimum finished floor elevations have been established. The site will be designed to accommodate peak flow events.

**10. The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.**

All recommendations and comments provided during the review of this project will be incorporated where applicable.

**11. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.**

The availability and accessibility of fire protection to the proposed condominium units will be in compliance with Carson City Fire Department recommendations.

**12. Recreation and trail easements.**

Recreation and trail easements are not applicable to this subdivision.



**Carson City Planning Division**  
**108 E. Proctor Street· Carson City NV 89701**  
**Phone: (775) 887-2180 • E-mail: [planning@carson.org](mailto:planning@carson.org)**

## FILE # TSM - 18 -

|   |              |
|---|--------------|
| APPLICANT   | PHONE #      |
| Skyway Inc.<br><br>M                                    |              |
| 346 2nd Tee Dr. Incline Village, NV 89451               |              |
| EMAIL   |              |
| PROPERTY OWNER  | PHONE #      |
| Same  |              |
| MAILING ADDRESS, CITY, STATE, ZIP                       |              |
| EMAIL   |              |
| APPLICANT AGENT/REPRESENTATIVE                          | PHONE #      |
| Keith Shaffer, PE/Karen Downs                           | 775-321-6538 |
| MAILING ADDRESS, CITY, STATE, ZIP                       |              |
| 3476 Executive Pointe Way Ste. 12 Carson City, NV 89706 |              |
| EMAIL   |              |
| kshaffer@manhard.com / kdowns@manhard.com               |              |
| <u>Project's Assessor Parcel Number(s)</u>              |              |
| 005-091-19  |              |
| Project's Street Address                                |              |
| 2600 College Pkwy. Carson City, NV                      |              |
| Nearest Major Cross Street(s)                           |              |
| Project's Master Plan Designation                       |              |
| P/QP  |              |
| <u>Project's Current Zoning</u>                         |              |
| PR  |              |
| Project Name  |              |

Mountainwest Community Association Tentative Map

| Total Project Area | Number of Lots | Smallest Parcel Size |
|--------------------|----------------|----------------------|
| 2.19               | 18             | 2,500 sf             |

Please provide a brief description of your proposed project below. Provide additional pages to describe your request in more detail.

Tentative map application package for the subdivision of three airport hangars consisting of 18 individual units at the Carson Airport. The unit owners will own the airspace within the unit.

**NOTE:** If your project is located within the Historic District or airport area, it may need to be scheduled before the Historic Resources Commission or the Airport Authority in addition to being scheduled for review by the Planning Commission. Planning staff can help you make this determination.

**ACKNOWLEDGMENT OF APPLICANT:** (a) I certify that the foregoing statements are true and correct to the best of my knowledge and belief; (b) I agree to fulfill all conditions established by the Board of Supervisors.

Applicant's Signature

FOR OFFICE USE ONLY:

CCMC 17.06 and 17.07

## TENTATIVE SUBDIVISION MAP

**FEE\*: \$3,500.00 + noticing fee**

\*Due after application is deemed complete by staff

**SUBMITTAL PACKET – 4 Complete Packets (1 Unbound Original and 3 Copies) including:**

Application Form including Applicant's Acknowledgment  
 Property Owner Affidavit  
 Copy of Conceptual Subdivision Map Letter  
 Detailed Written Project Description  
 Proposed Street Names  
 Master Plan Policy Checklist  
 Wet Stamped Tentative Map (24" x 36")  
 Reduced Tentative Map (11" x 17")  
 Conceptual Drainage Study  
 Geotechnical Report  
 Traffic Study (if applicable)  
 Documentation of Taxes Paid to Date

**CD or USB DRIVE with complete application in PDF**

**STATE AGENCY SUBMITTAL including:**

2 Wet-stamped copies of Tentative Map (24" x 36")  
 Check made out to NDEP for \$400.00 + \$3/lot  
 Check made out to Division of Water Resources for \$180.00 + \$1/lot

**Application Reviewed and Received By:**

**Submittal Deadline:** See attached Planning Commission application submittal schedule.

**Note:** Submittals must be of sufficient clarity and detail for all departments to adequately review the request. Additional information may be required.

8-16-18

Date

**PROPERTY OWNER'S AFFIDAVIT**

I, DENNIS GIANGRECO, being duly deposed, do hereby affirm that I am the record owner of the  
(Print Name) subject property located at 2600 Calleg Pankey CC, and that I have knowledge of, and I agree to, the  
(Property Address and APN)  
005-091-19  
filing of this Tentative Subdivision Map application.

Dennis Giangreco  
Signature

2600 Calleg Pankey 89701  
Address

8-16-18  
Date

Use additional page(s) if necessary for other names.

STATE OF NEVADA  
COUNTY Carson City }

On August 16, 2018, Dennis Giangreco, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

L. Layton  
Notary Public



## **TENTATIVE SUBDIVISION MAP SUBMITTAL CHECKLIST**

To avoid unnecessary time delays in processing your Tentative Subdivision Map, it is important that it be as complete as possible when submitted. A checklist is provided below to assist you and your engineer. If you have questions regarding your application, please contact the Planning Division at (775) 887-2180 or [planning@carson.org](mailto:planning@carson.org).

The tentative submittal packet must include all of the following information. Packets which do not contain this information or information requested at the Conceptual Subdivision Map stage may not be scheduled on the next available Planning Commission agenda. It is up to the applicant to ensure that all required information is submitted in order for staff and the Planning Commission to make a proper recommendation.

Completed Application Form including Applicant's Acknowledgment

Property Owner's Affidavit

Copy of Conceptual Map Letter from Carson City. Completing the Conceptual Subdivision Map process is required prior to submitting for a Tentative Subdivision Map. If you have not completed this step, your Tentative Subdivision Map application will not be accepted. Please contact the Planning Division for additional information.

Detailed Written Project Description including the following:

General project details (number of lots, lot sizes, setbacks, proposed uses, etc.)

Information indicating the benefits of the development to Carson City, any impacts which may arise from the development and the mitigation programs, how the proposed development will enhance or benefit the surrounding areas and how dust will be controlled.

Address how your project complies with the findings outlined in Carson City Municipal Code, Section 17.07 and NRS 278.349(3), listing each finding and providing a separate response for each.

Information addressing the Master Plan Policy Checklist for a Tentative Subdivision Map of the five items that appear in the Carson City Master Plan. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. Address each theme in the checklist and provide written support of the policy statement in your own words. For additional guidance, please refer to the Carson City Master Plan document on our website at [www.carson.org/planning](http://www.carson.org/planning) or you may contact the Planning Division to review the document in our office or request a copy.

A master plan for potential development of the property under the ownership or control of the developer in the area of the proposed development, if applicable.

In the case of plans which call for development over a period of years, a schedule showing proposed time within which applications for final approval of all sections of the development are intended to be filed.

An indication of the type of water system to be used, its water sources and engineering data flows.

Solid waste provision.

An indication of method of sewage disposal to be used and the area of disposal.

The form of organization proposed to own and maintain any common open space, if applicable.

Completed Master Plan Policy Checklist (attached).

Tentative Subdivision Map drawn to scale on 24" x 36" sheet(s) including:

Subdivision name.

North arrow, scale and all sheets numbered.

Name and address of developer and engineer and date of map.

Ownership interest in land.

Legal description of land described by 40 acre subdivision, section, township and range.

Vicinity map.

Existing Master Plan and zoning of site.

Adjacent subdivision(s), land uses, zoning and ownership abutting the project.

Location of existing buildings and improvements, if any.

Areas not a part of the subdivision to be designated as "Not a Part".

Table showing the total project area, number of lots, calculation of residential densities and percentage designated for each proposed use. The density shall be described in terms of units per acre (gross and net building areas).

Topography at 2.5-foot contour intervals for slopes of less than 10 percent and 5-foot contour intervals for slopes of greater than 10 percent. The location of natural features including trees may be required.

Proposed lot layout, lot sizes and setbacks. Blocks and parcels are to be numbered consecutively and the dimensions of all parcels are to be shown.

Typical lot detail.

Height, size, location and use of all structures, fences and walls shown.

Location and size of proposed parks, common areas and/or open space and amount of recreational improvements.

Conceptual landscape plan, if applicable.

Proposed circulation system showing all public and private streets (including proposed street names), sidewalks, and bikeways, the width of all streets, typical street cross sections, location of adjoining streets (with street names), sidewalks and bikeways.

Proposed parking.

Proposed boat and/or RV parking, if applicable.

Layout of proposed water, sewer and storm drainage facilities.

Location of all natural drainages shown.

Show 100-year floodplain, as determined by FEMA Flood Insurance Maps or recognized methods, for those areas subject to flooding.

Show earthquake fault lines through the proposed development with building setbacks from fault line as recommended by a geotechnical study.

Grading plan for the site (including streets) meeting Carson City Development Standards and requirements showing all cuts, fills and retaining walls.

Erosion control plan including stream protection, road drainage, erosion prevention and prevention of untreated discharge to streams, if applicable.

All existing and proposed easements.

Conceptual Drainage Study per Carson City Development Standards Sections 14.6 and 14.8. Contact Development Engineering at (775) 887-2300 for additional information.

Geotechnical Report including soil types, seasonal high water table and percolation rates.

Traffic Study per Carson City Development Standards Section 12.13.1 (if applicable).

Documentation of property taxes paid to date on all parcels associated with the proposed project.

#### **STATE AGENCY SUBMITTALS**

To assure the necessary reviews are completed, the Planning Division will submit the Tentative Subdivision Map on your behalf to the Nevada Division of Environmental Protection and the Nevada Division of Water Resources.

To complete these submittals, we will require two wet-stamped copies of the Tentative Subdivision Map and payment of the State fees at the time of the City application submittal. This can be handled by submitting two checks to the Planning Division office: one payable to NDEP for \$400 per map plus \$3.00 per lot; the second payable to STATE WATER RESOURCES in the amount of \$180 per map plus \$1.00 per lot. The checks will be routed to the State offices with their copy of the Tentative Subdivision Map.

**NOTE:** Fees are subject to change. While Carson City makes every effort to keep this application up to date, it is the applicant's responsibility to ensure State agency checks submitted are for the current fee amounts.



# Master Plan Policy Checklist

## Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

### PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to subdivisions of property. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: Mountainwest Community Association

Reviewed By: \_\_\_\_\_

Date of Review: \_\_\_\_\_

### DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

#### CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

##### Is or does the proposed development:

- ☒ Consistent with the Master Plan Land Use Map in location and density?
- ☒ Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- ☒ Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- ☐ Located in a priority infill development area (1.2a)?
- ☐ Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?



# CARSON CITY

*Capital of Nevada*

[Treasurer Home](#)[Assessor Data Inquiry](#)[Back to Last Page](#)

## Secured Tax Inquiry Detail for Parcel # 005-091-19

Property Location: 2600 COLLEGE PKWY, POSSESSARY INT 03  
Billed to: SKYWAY INC  
346 2ND TEE DR  
INCLINE VILLAGE, NV 89451-0000

Tax Year: 2018-19

Roll #: 016416

District: 2.4

Tax Service:

Land Use Code: 480

[Code Table](#)

### Outstanding Taxes:

| Prior Year | Tax | Penalty/Interest | Total | Amount Paid | Total Due |
|------------|-----|------------------|-------|-------------|-----------|
|------------|-----|------------------|-------|-------------|-----------|

No Prior Year Taxes

### Current Year

|          |     |  |     |     |     |                       |
|----------|-----|--|-----|-----|-----|-----------------------|
| 08/20/18 | .35 |  | .35 | .00 | .35 | <a href="#">--Pay</a> |
| 10/01/18 |     |  |     |     |     |                       |
| 01/07/19 |     |  |     |     |     |                       |
| 03/04/19 |     |  |     |     |     |                       |

[Payment Cart](#)[History](#)

### Additional Information

|          | 2018-19 | 2017-18 | 2016-17 |
|----------|---------|---------|---------|
| Tax Rate | 3.5700  | 3.5700  | 3.5200  |



# Carson City Planning Division

108 E. Proctor Street  
Carson City, Nevada 89701  
(775) 887-2180  
[www.carson.org](http://www.carson.org)  
[www.carson.org/planning](http://www.carson.org/planning)

---

August 28, 2018

Mr. Keith Shaffer  
Manhard  
3476 Executive Pointe Way, Ste. 12  
Carson City, NV 89706

**SUBJECT:** CSM-18-105 – Conceptual Subdivision Map Review  
Skyway Inc  
18 Lots in Hangers

**REVIEW DATE:** July 17, 2018

**SITE INFORMATION:**

APNs: 005-091-19

Project Size: 2.19 acres

Master Plan Designation: Public / Quasi Public

Zoning: Public Regional

The following is a summary of the comments provided from City staff at the Conceptual Review meeting held on July 17, 2018, regarding the proposed subdivision of the hangers at the airport.

1. An application for a tentative subdivision map must be submitted in accordance with the Carson City Municipal Code.
2. The adjectives “proposed” and “future” are used on the plans. Please only call out improvements that are being proposed at this time.
3. In the application for Tentative Map, please note who owns and maintains the common area.
4. Project must comply with the 2012 IFC and northern Nevada fire code amendments as adopted by Carson City.
5. A recorded HOA must be formed to take care of maintenance of the fire alarm and sprinkler systems if the project creates condos.
6. Onsite infrastructure will be private and must be maintained by the association responsible for the common space.
7. Condos typically have lot lines at the interior walls. The engineering department recommends following this convention to eliminate the need for a parcel for the building shell. The shell does not need its own parcel in order to have a unique address.

8. Carson City will be pursuing a new addressing system for Airport properties jointly with the Airport Authority in the near future. The new units should be addressed based on the new system. When applying for a tentative map, please provide a statement from the Airport Authority regarding the time frame for implementing this new addressing system.
9. One domestic water meter may be utilized to serve each common parcel and the condo-hangars therein.
10. Any engineering work done on this project must be wet stamped and signed by an engineer licensed in Nevada. This will include site, grading, utility and erosion control plans as well as standard details.
11. All construction work must be to Carson City Development Standards (CCDS) and meet the requirements of the Carson City Standard Details.
12. Fresh water must be used for Dust control. Contact Rit Palmer at Public Works at 283-7382 for more information.
13. A wet stamped main analysis must be submitted in accordance with CCDS 15.3.1(a) to show that adequate pressure will be delivered to the meter and fire flows meet the minimum requirements of the Carson City Fire Department. Please contact Tom Grundy, P.E. at (775) 283-7081 for fire flow test data.
14. A wet stamped sewer analysis must be submitted that includes addressing the effect of flows on the existing City system, or a sealed memo from a licensed engineer showing that the estimated fixture units of the project is less than 200. See section 15.3.2 of CCDS.
15. It is likely that a separate fire line will be necessary. If a commercial fire line is required, the system must be designed by an engineer. The backflow preventer assembly must be above ground in a hot box, and located as close to the property line (on the private side) as possible. Please see Chapter 445A of Nevada Administrative Code.
16. The irrigation service will need a reduced pressure backflow preventer if a vacuum breaker system cannot be designed to operate properly.
17. An erosion control plan meeting section 13 of CCDS will be required in the plan set.
18. A Technical Drainage Study meeting the requirements of section 14 of the Carson City Development Standards must be submitted with the permit and plans.
19. A Construction Stormwater Permit from the Nevada Division of Environmental Protection (NDEP) will be required for the construction of projects 1 acre or greater.
20. A sewer and water connection fee form must be included in the first submittal. Any commercial or industrial developments with an average daily water usage of 15,000 gallons or more must submit a growth management application.

These comments are based on a very general site plan and do not indicate a complete review. All pertinent requirements of Nevada State Law, Carson City Code, and Carson City Development Standards will still apply whether mentioned in this letter or not.

**Planning Division –**  
Hope Sullivan, Planning Manager  
(775) 283-7922  
Email: [hsullivan@carson.org](mailto:hsullivan@carson.org)

**Engineering Division –**  
Stephen Pottey, Project Manager  
(775) 283-7079

Email: [spottey@carson.org](mailto:spottey@carson.org)

**Fire Prevention –**

Dave Ruben, Fire Prevention Captain  
(775) 283-7153  
Email: [druben@carson.org](mailto:druben@carson.org)

Sincerely,  
Community Development Department, Planning Division



Hope Sullivan, AICP

cc: Conceptual Review Committee  
File CSM-18-105

# Master Plan Policy Checklist

## Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

### PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to subdivisions of property. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: Mountainwest Community Association

Reviewed By: \_\_\_\_\_

Date of Review: \_\_\_\_\_

### DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

#### CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

##### Is or does the proposed development:

- Consistent with the Master Plan Land Use Map in location and density?
- Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- Located in a priority infill development area (1.2a)?
- Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?

- Encourage cluster development techniques, particularly at the urban interface with surrounding public lands, as appropriate, and protect distinctive site features (1.4b, c, 3.2a)?
- At adjacent county boundaries, coordinated with adjacent existing or planned development with regards to compatibility, access and amenities (1.5a)?
- Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)?
- In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?
- Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)?
- Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?
- If at the urban interface, provide multiple access points, maintain defensible space (for fires) and are constructed of fire resistant materials (3.3b)?
- Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3d, e)?
- Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?
- If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

## CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

### Is or does the proposed development:

- Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b, c)?
- Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

## CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

### Is or does the proposed development:

- Incorporating public facilities and amenities that will improve residents' quality of life (5.5e)?
- Promote revitalization of the Downtown core (5.6a)?
- Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

## CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

### Is or does the proposed development:

- Promote variety and visual interest through the incorporation of varied lot sizes, building styles and colors, garage orientation and other features (6.1b)?
- Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?
- Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?
- If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?
- If located Downtown:
  - Integrate an appropriate mix and density of uses (8.1a, e)?
  - Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
  - Incorporate appropriate public spaces, plazas and other amenities (8.1d)?

## CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks to promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

### Is or does the proposed development:

- Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?
- Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?
- Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

# TENTATIVE MAP

for

# SIERRA SKYWAY, INC.

A.P.N. 005-091-19

2600 E. COLLEGE PARKWAY

(LEASED PARCEL 219A/008-901-01)

Carson City, Nevada

Avoid cutting underground utility lines. It's costly.  
Call before you dig  
1-800-227-2600  
UNDERGROUND SERVICE (USA)

|            |           |
|------------|-----------|
| DRAWN BY   | REVISIONS |
| DATE       | REVISION  |
| KKKKKKKKKK |           |

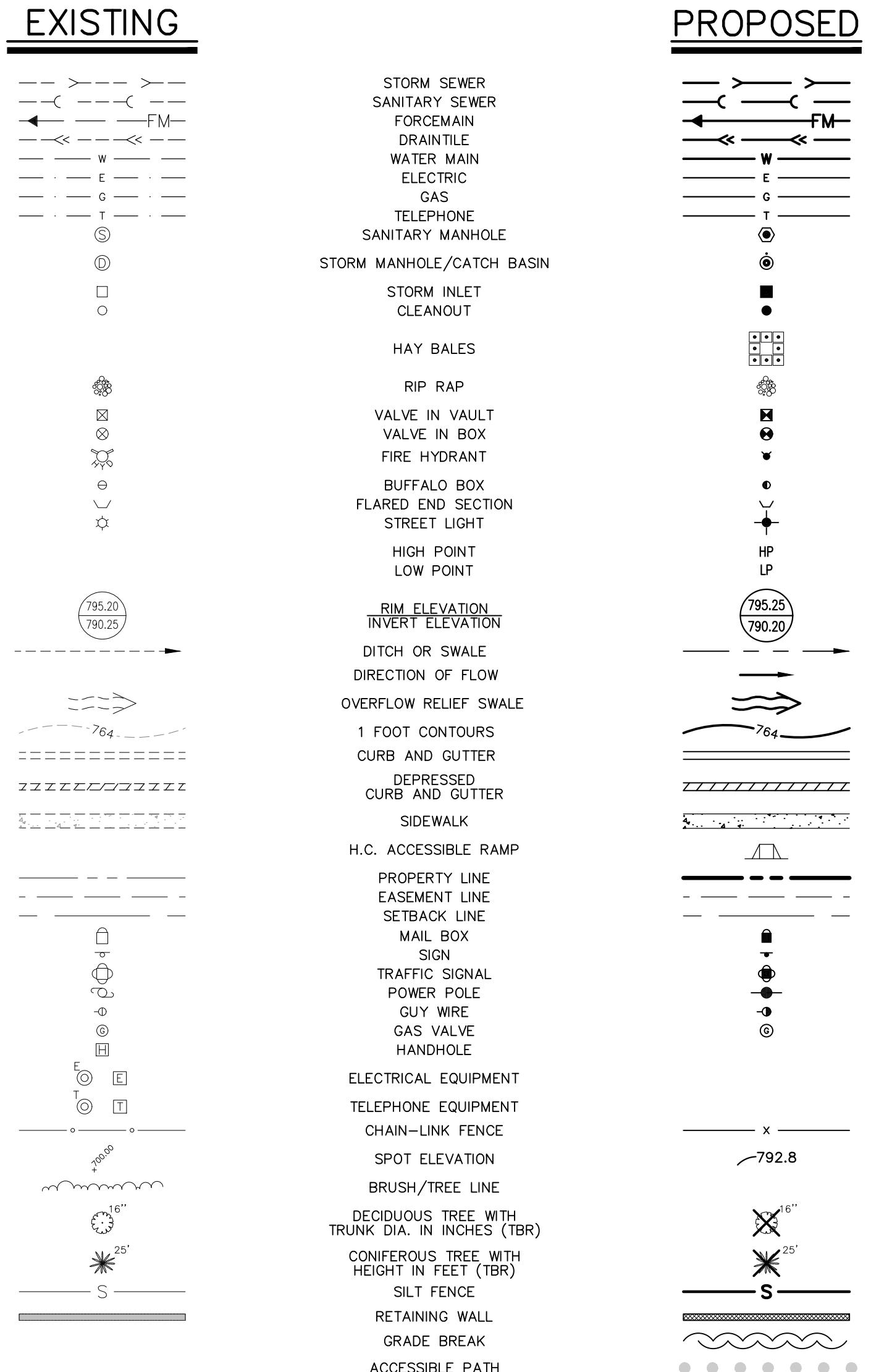
**Manhard**  
CONSULTING LTD  
3476 Executive Pointe Way, Suite 12, Carson City, NV 89708 (775) 882-6200  
Engineering • Water & Wastewater Engineers • Water Resource Engineers • Surveyors • Landscape Architects • Planners  
Civil Engineers • Construction Managers • Environmental Scientists

SIERRA SKYWAY, INC

CARSON CITY, NEVADA

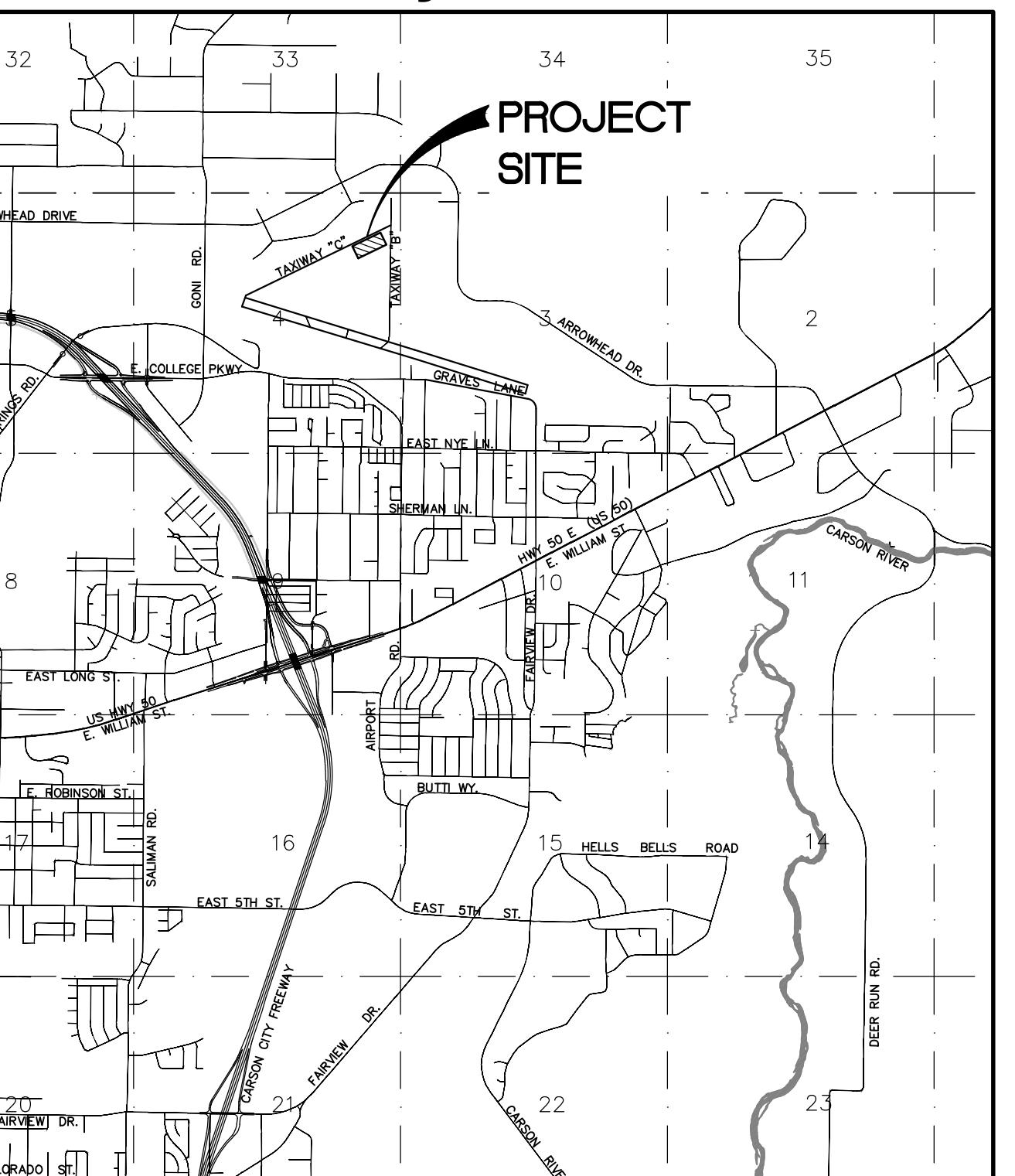
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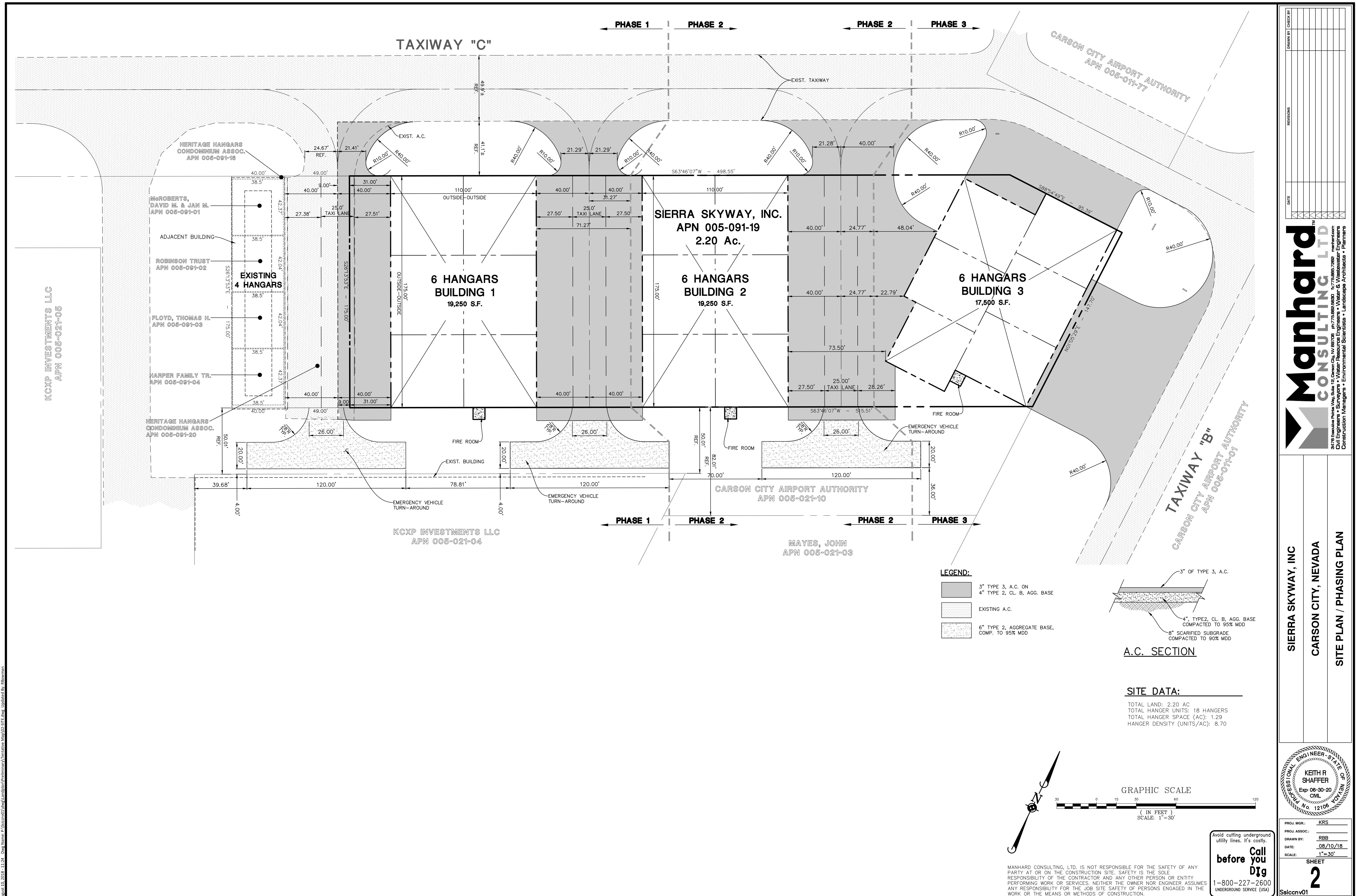
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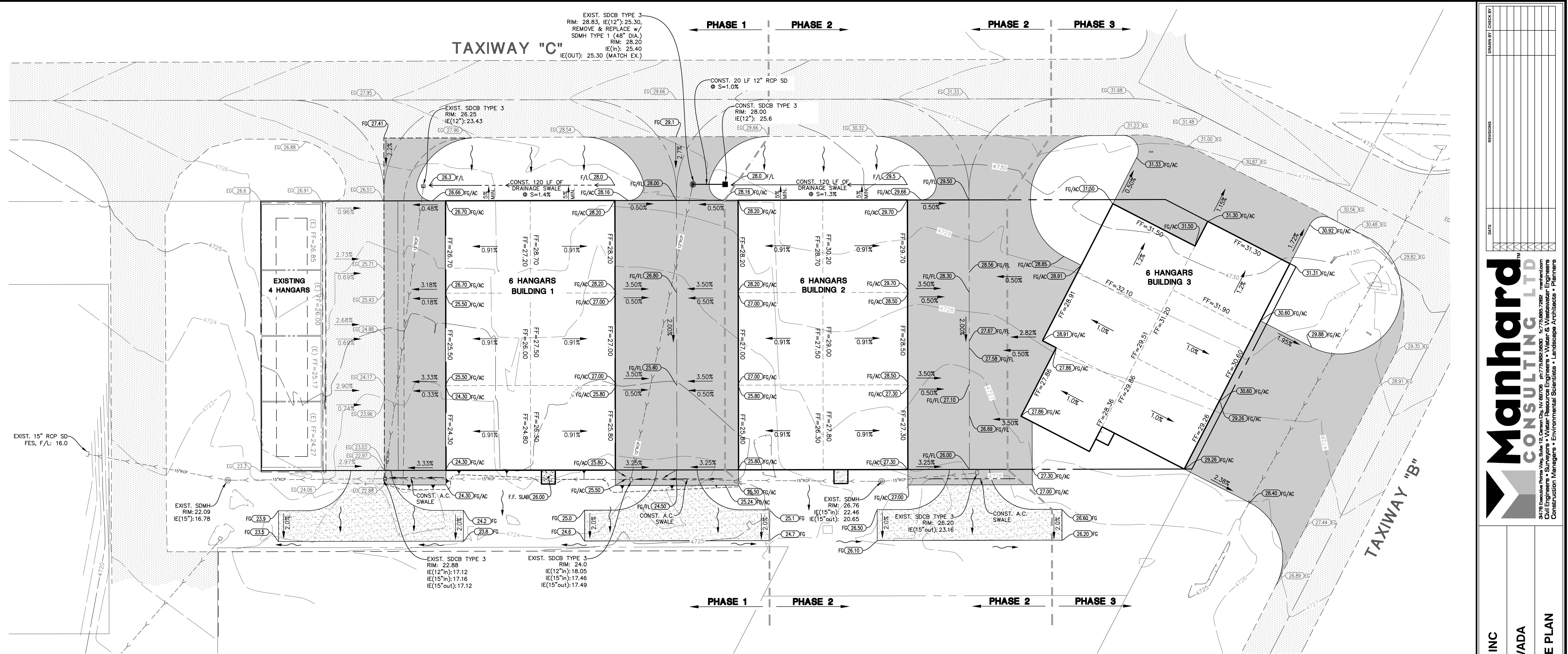


## ABBREVIATIONS

|           |                                 |
|-----------|---------------------------------|
| ADJ       | ADJUST                          |
| AGG.      | AGGREGATE GRAVEL                |
| B.A.M.    | AGGREGATE MIXTURE               |
| B/B       | BACK TO BACK                    |
| B/W       | BACK OF WALK                    |
| B/BOX     | BACK OF BOX                     |
| BT.       | BUTTOMLESS CONCRETE             |
| BM.       | BENCHMARK                       |
| B.O.      | BY OTHERS                       |
| C.E.      | CENTERLINE ENTRANCE             |
| CB        | CATCH BASIN                     |
| CL        | CENTERLINE                      |
| CLID      | CLOSED LID                      |
| CMP       | CORRUGATED METAL PIPE           |
| CONTR.    | CONTRIBUTING                    |
| CONC.     | CONCRETE                        |
| CY        | CUBIC YARD                      |
| D         | DITCH                           |
| D.I.      | DITCH                           |
| DIP       | DUETILE IRON PIPE               |
| DIMM      | DUCTILE IRON WATER MAIN         |
| DT        | DRAIN TILE                      |
| ELEC.     | ELECTRICAL                      |
| E         | EDGE TO EDGE                    |
| ELEV.     | ELEVATION                       |
| EP        | EDGE OF PAVEMENT                |
| EX.       | EXISTING                        |
| FCC       | FACE OF CURB                    |
| FES       | FLARED END SECTION              |
| F.F.      | FINISHED FLOOR                  |
| FG        | FINISHED GRADE                  |
| FH        | FIRE HYDRANT                    |
| FL        | FLOW LINE                       |
| G         | GROUND                          |
| GAS       | GAS                             |
| GB        | GRADE BREAK                     |
| GW        | GREASE WASTE                    |
| HDWL      | HEAD WALL                       |
| HWL       | HIGH WATER LEVEL                |
| HYD.      | HYDRANT                         |
| INL.      | INLET                           |
| IP        | IRON PIPE                       |
| MAX.      | MAXIMUM                         |
| MB        | MAILBOX                         |
| MINI      | MINI                            |
| NW.       | NORMA                           |
| NW.       | NORMA                           |
| OL        | OPEN LID                        |
| PE.       | PRIVATE ENTRANCE                |
| PC        | POINT OF CURVE                  |
| PCC       | POINT OF COMPOUND CURVE         |
| PGC       | POINT OF GRADE LINE             |
| PI        | POINT OF INTERSECTION           |
| PL        | PROPERTY LINE                   |
| PP        | POWER PIPE                      |
| PROP      | PROPOSED                        |
| PVC       | POINT OF TANGENCY               |
| PVC       | POINT OF VERTICAL CHLORIDE PIPE |
| PVI       | POINT OF VERTICAL CURVE         |
| PVI       | POINT OF VERTICAL INTERSECTION  |
| PVT       | POINT OF VERTICAL TANGENCY      |
| PC        | POINT OF CURVATURE              |
| R         | RIGHT-OF-WAY                    |
| R.O.W.    | RIGHT-OF-WAY                    |
| RCP       | REINFORCED CONCRETE PIPE        |
| REM       | REMOVAL                         |
| RR        | RAILROAD                        |
| RT        | RIGHT                           |
| SS        | SANITARY SEWER                  |
| SF        | SQUARE FOOT                     |
| SHLD.     | SHOULDERS                       |
| SL        | STREET LIGHT                    |
| SSMH      | SANITARY SEWER MANHOLE          |
| SD        | STORM DRAIN                     |
| SDMH      | STORM DRAIN MANHOLE             |
| STA       | STATION                         |
| STD       | STANDARD                        |
| S/W       | SIDEWALK                        |
| SY        | SQUARE YARDS                    |
| TBR       | TOP OF REMOVED                  |
| TELEPHONE | TELEPHONE                       |
| T         | TYPE A                          |
| T-A       | TOP OF CURB                     |
| TC        | TOP OF CURB                     |
| T/F       | TOP OF FOUNDATION               |
| T/P       | TOP OF PIPE                     |
| WALK      | TOP OF WALK                     |
| TW        | TOP OF WALL                     |
| TEMP      | TEMPORARY                       |
| TRANS     | TRANSITION                      |
| VB        | VALVE BOX                       |
| VV        | VALVE VAULT                     |
| WL        | WATER LEVEL                     |
| WM        | WATER MAIN                      |







**Manhard**  
CONSULTING LTD

# SIERRA SKYWAY, INC

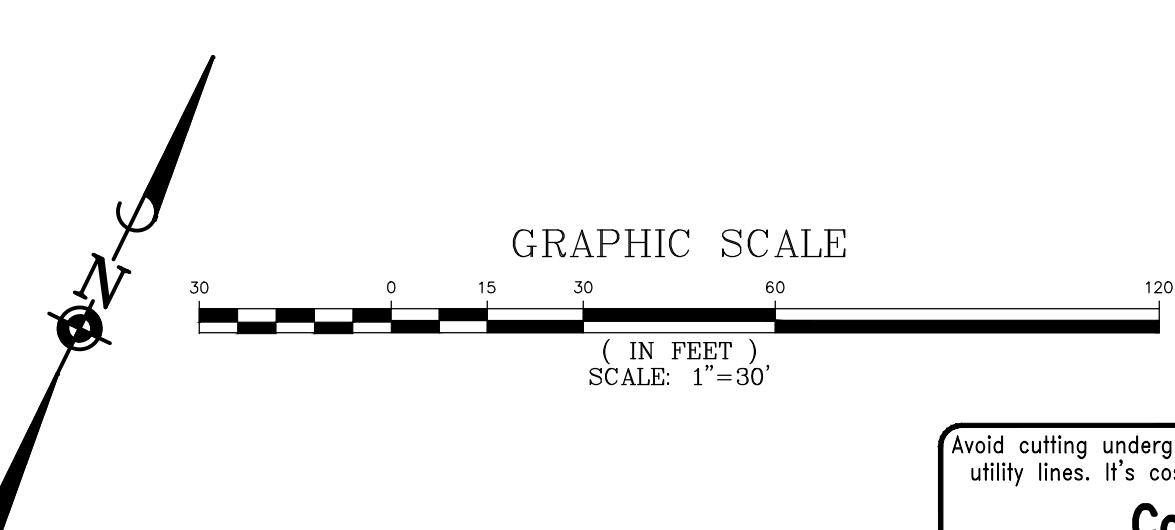
## GRADING / DRAINAGE PLAN

## **GRADING NOTES:**

1. SOME LOTS MAY REQUIRE EXTRA DEPTH FOOTINGS, EACH LOT SHALL BE EXAMINED FURTHER AT FINAL PLOT PLAN APPROVAL.
2. ALL TOPOGRAPHIC INFORMATION PROVIDED BY MANHARD CONSULTING.
3. SITE FEMA INFO. THE PROPERTY IS ENTIRELY WITHIN FLOOD ZONE 'X' AS DEPICTED ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 3200010103E, LAST REVISED ON JANUARY 16, 2009.
4. ADD 4700 TO ALL SPOT ELEVATIONS.

## LEGEND:

|       |                                  |
|-------|----------------------------------|
| XX.XX | GRADE BREAK LINE                 |
| 1.0%  | PROPOSED FLOWLINE                |
| XX.XX | PROPOSED ELEVATION DESIGNATION   |
| 1.0%  | PROPOSED FLOW DIRECTION w/ SLOPE |
| TC    | EXISTING ELEVATION DESIGNATION   |
| 1.0%  | EXISTING FLOW DIRECTION w/ SLOPE |
| TC    | TOP OF CURB                      |
| FG    | FINISH GRADE                     |
| FL    | FLOWLINE                         |
| GB    | GRADE BREAK                      |
| EG    | EXISTING GRADE                   |
| AC    | ASPHALT CONCRETE                 |



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(USA)

RD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE VISIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

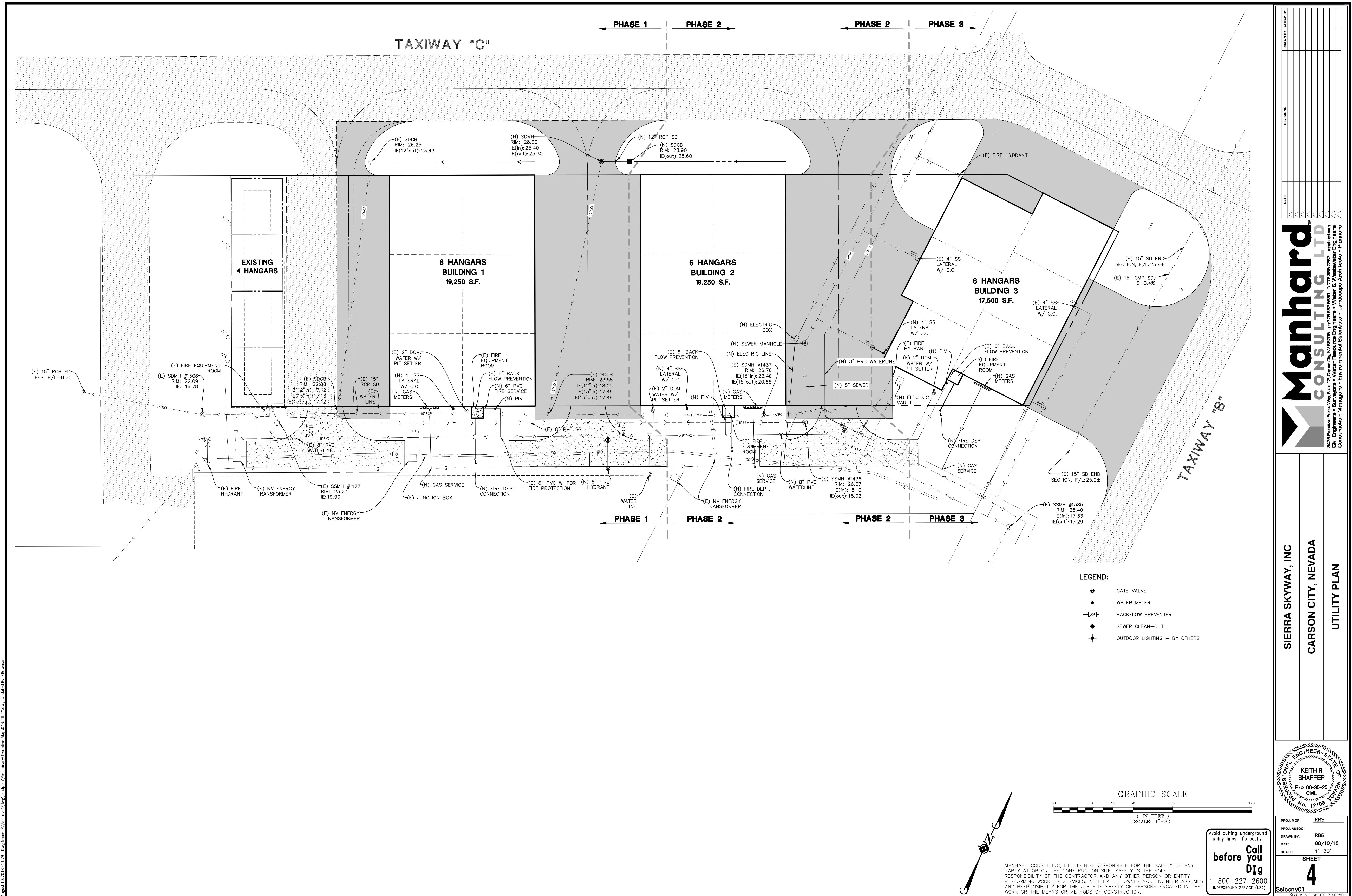
PROJ. MGR.: KRS  
PROJ. ASSOC.: \_\_\_\_\_  
DRAWN BY: RBB  
DATE: 08/10/18  
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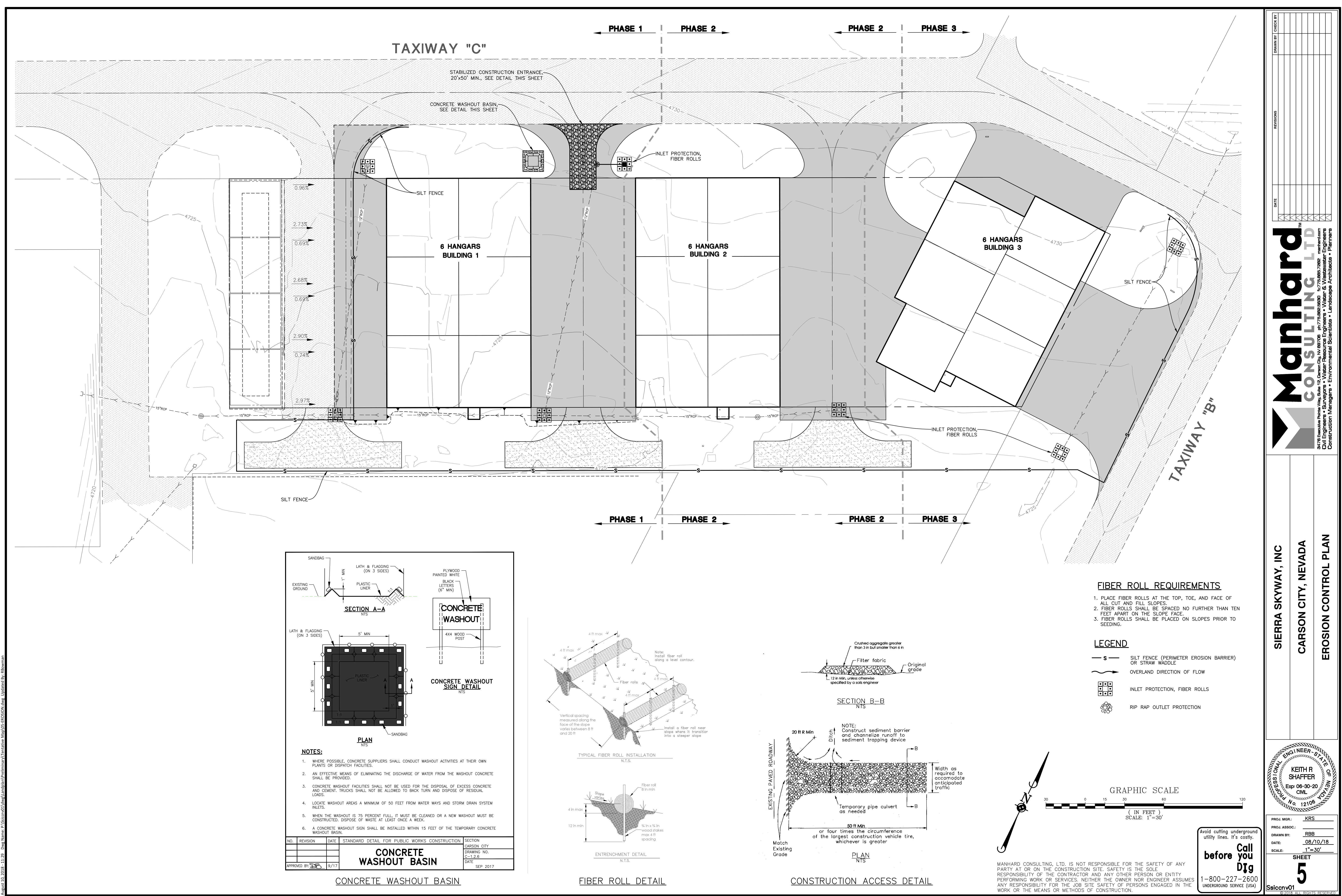
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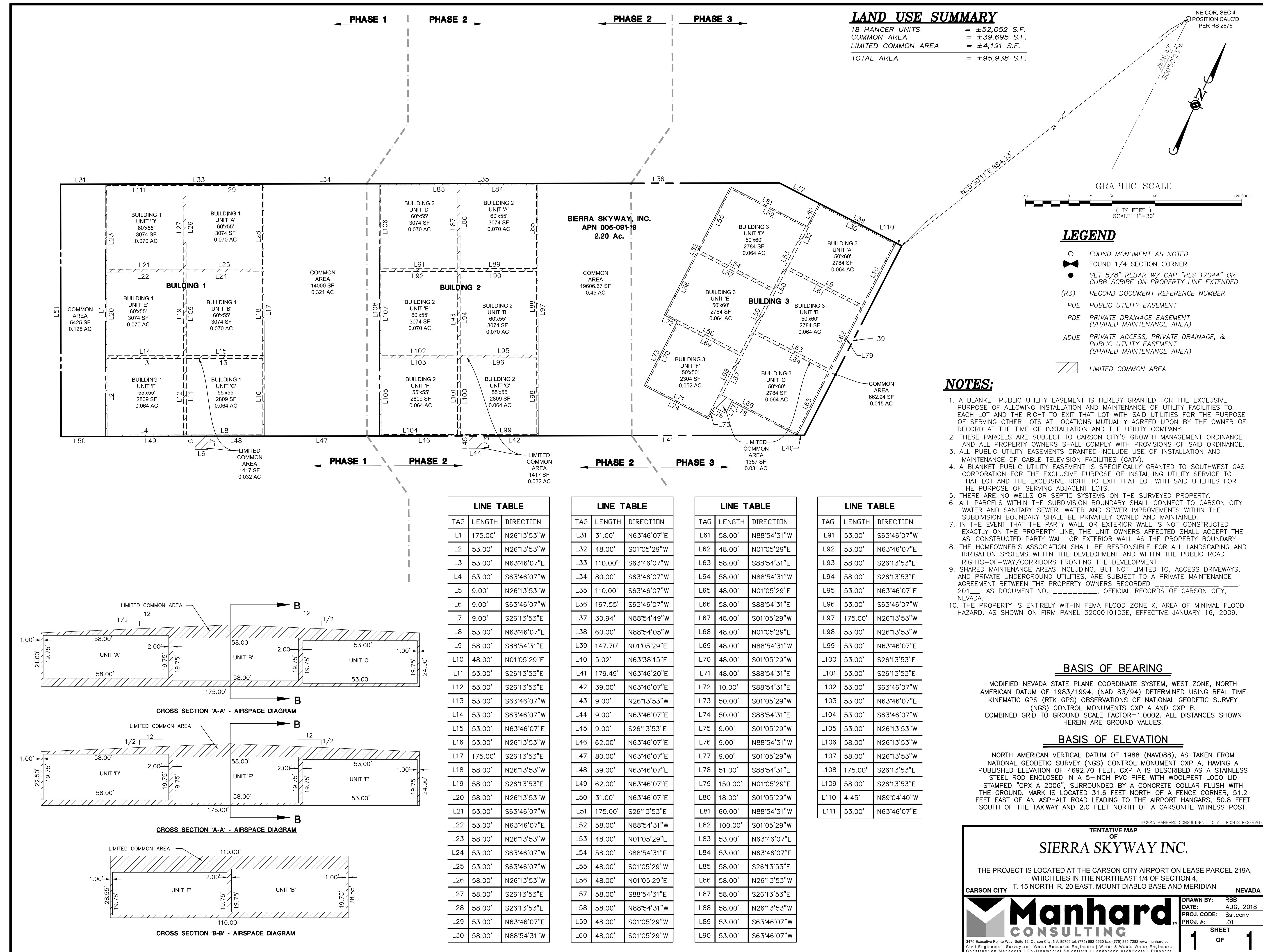
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siccnnv01

© 2018 ALL RIGHTS RESERVED







APN 5.091.19

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
*Clerk to Board*  
2018 FEB -0 AMT: 03  
~ 482615  
FILE NO. SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEES N/C DEP *Sig*

FOR RECORDER'S USE ONLY

ce Airport lease agreement - Sierra Skyway, Inc.  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

Kathleen King  
Signature

Print Name & Title

WHEN RECORDED MAIL TO:

K. King  
885 E. Muser St. Ste. 1032  
ce nv 89701

~ 482615

## CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 20<sup>th</sup> day of December, 2017, between Carson City (property owner) and the Carson City Airport Authority (Airport operator per NRS 844, collectively, Landlord), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706, and Sierra Skyway, Inc. (Tenant), whose address is 346 2<sup>nd</sup> Tee Drive, Incline Village, NV 89451.

### WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter a lease as regards certain ground space for construction of hangars as an aircraft storage FBO under Title 19 of the Carson City Municipal Code; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport comprised of that lot located on the Airport property, at the southwest corner of taxiways B and C identified as APN 5-091-19; further identified as Lot E on Document 457163 Recorded in the Records of Carson City on August 28, 2015; said lot having been returned to the Airport/City by Airport Structures LLC in Document 437830 recorded Aug 28, 2013. The area is comprised of approximately 95,774 sq ft. of undeveloped property but with existing underground infrastructure installed, and as fully described on Exhibit A ("Legal Description") to this lease (premises), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall be fifty (50) years from the date of execution hereunder.

3. RENT. Tenant shall pay to Landlord:

A. PHASE 1. \$7,182.00 per year (\$598.50 per month); calculated as \$0.24 per square foot per year (29,925 sqft), with the first year to be paid in advance (upon lease approval; to be paid on the first of the month following Board of Supervisor approval of the lease) in the amount of \$7,182.00, and in subsequent years paid monthly (i.e. \$598.50/mo); plus,

B. PHASE 2 and 3. \$6,584.90 per year at the rate of \$0.10 per square foot per year for the remaining area (65,849 sq ft) until Phase 1 is completed (not to exceed 1 year); Said Phase 2 and 3 rent to be paid monthly at the rate of \$548.74 during the 1 year construction term of Phase 1 to

be paid on the first of the month following Board of Supervisor approval of the lease. Thereafter, the rent for Phase 2 and 3 shall go to \$0.24 per square foot per year (65,849 sq ft) for a rental rate of \$15,803.76 per year, to be paid monthly at the rate of \$1,316.98 per month. Thereupon the total rent will be \$22,985.76 per year (\$1,915.48 per month) on the entire leased area (95,774 sq. ft.). In the event that Tenant is unable to sell the hangar ownership interest in the Phase under construction, Tenant may return the lease on the undeveloped land back to the Landlord, and Tenant will re-survey the undeveloped land at Tenant's expense to meet Carson City Assessor parcel requirements. Upon approval of the record of survey map and its filing with the Carson City Recorder, rent on the returned land portion will cease. Rent shall be payable monthly with payments due on the first day of each month, except for payments due in advance identified above. Tenant shall be responsible for the paving of ramp and taxilane area within the leasehold boundaries. The rental rate is based upon the use as aircraft storage only hangars. In the event that the leasehold use is modified to allow for FBO use beyond aircraft storage, then the lease rate shall convert to the appraised lease rate for full FBO lots.

C. The rental rate includes payment for utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, but does not include hookup fees, if any, assessed by the Carson City Utility Department.

D. Tenant shall maintain, at Tenant's cost, utilities infrastructure in conformance with the engineering design and prior installation approved by the Authority for this area.

4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2018, during the term of this Lease. Such adjustment of rental shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the Price Index) for the preceding two year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency. Landlord shall measure each two year adjustment using the most recently available report, recognizing that it may be necessary to use a 2 year period with a final quarter ending prior to each December 31 adjustment date. In no event, however, shall any decrease in the Consumer Price Index result in a decrease of the rental below the base rate. For example, if the CPI for December 2019 is 155.0 (1982-1984=100) and for December 2017 is 150.0, then the rent would be adjusted by the difference (155.0-150.0) divided by 150.0 which equals a 3.3% increase.

4.1. 10 YEAR OPTIONAL ADJUSTMENT. At the option of the Landlord, the rent rate may be adjusted to the appraised rate on January 1 of each 10 year anniversary of the lease term. If the Landlord chooses to exercise the option, Landlord shall, at its expense, use an MAI certified appraiser, selected by the Landlord and Tenant from the Carson City Board of Supervisors' approved list of appraisers.

5. IMPROVEMENTS. Tenant shall commence construction of the subject improvement as set forth in Exhibit B to this lease with initial construction completed within 2 years of execution of this Lease. If the project is leased in 3 phases, then Tenant shall complete phases 2 and 3 within 1 year respectively of the deadline for the prior phase. Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises (failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation, except to the extent such non-use is within the construction schedule).

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this Agreement, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

E. Filing a petition of voluntary or involuntary bankruptcy.

F. The making by the tenant of any general assignment for the benefit of creditors.

G. Violation of any of these standards, rules, and regulations, or failure to maintain current licenses required for the permitted operation.

H. Failure to provide the required certificates of insurance if such failure continues after 10 days written notice.

I. Failure to complete construction of the facilities as required by this Lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this Lease under this subsection H at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

Notices given under this paragraph must specify the alleged default and the applicable lease provisions, and must demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. No such notice will be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the Landlord for the account of Tenant may be deemed to be additional charges and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord or City may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises. Reletting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting.

If Landlord elects to relet the premises as provided in this paragraph, rent that Landlord receives from reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this lease, after deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord received from reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

C. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

#### 8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; machinery, parts and tools associated with the stored aircraft; office space associated with the stored aircraft, and the permitted FBO activities identified in the FAA Hangar Use Policy as adopted in the Carson City Municipal Code 19.02.020.370, as amended. Tenant is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord.

Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses

permitted under this Lease and other leases on this airport. Landlord's decision shall be final as to claims of conflict over interfering uses. No person may live in, or otherwise inhabit, any hangars constructed on the property leased. AIRCRAFT- All aircraft stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 consecutive days. Tenant shall supply Landlord with evidence of the registration and taxation information on the two year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager or required by the Hangar Use Ordinance.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiways between premises and runway. Tenant shall be responsible for, and control the access to, the premises. Tenant is responsible for determining whether the designated taxilane access is sufficient for its needs. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, or access plans and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA) or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions and charges as other Airport users.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this Agreement.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. All exemptions or applications must have the prior approval of Landlord.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the Assurances granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

- a. Title 49, USC, subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.  
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)  
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.  
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252)..

aa. Such Federal Regulations and Executive Orders as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at [https://www.faa.gov/airports/aip/grant\\_assurances/](https://www.faa.gov/airports/aip/grant_assurances/) or such updated listing at the official website maintained by the FAA.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees 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 subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this Agreement and in the event of such noncompliance, the Landlord shall have the right to terminate this lease Agreement without

liability or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Carson City Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight

shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Carson City Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Carson City Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such association shall be a single entity responsible to Landlord, but shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

Tenant shall have the right to assign, pledge, or hypothecate this lease for the purpose of securing additional financing, upon the prior approval of Landlord.

The parties agree that a transfer of corporate interests in excess of twenty-five percent (25%) shall be deemed an assignment of this lease. The term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company and other entity for ownership by more than one person permitted by Nevada law.

The Landlord reserves the right to assign, pledge, or hypothecate this Agreement upon notice to the Tenant.

#### **10. INSURANCE AND BONDING.**

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at his own cost, insurance coverage in the amount of TWO MILLION DOLLARS (\$2,000,000.00), the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Carson City Airport.
2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.
3. Statutory workers' compensation and employer's liability coverage to the extent required by law.
4. Fire and extended coverage and vandalism and malicious mischief insurance, as provided by the lease Agreements, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Insured Includes. Landlord (Carson City Airport Authority and Carson City, individually) must be named as an additional insured and require that the insurance carrier underwriting such coverage give the Landlord thirty (30) days written notice prior to cancellation of or material alteration to the policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, and renewals or extensions of same.

C. Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount of insurance coverage required.

D. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this Lease, until the time Tenant surrenders the premises.

11. HOLD HARMLESS. The Tenant, in consideration of the Landlord's agreement to lease certain real property to Tenant pursuant to this Agreement, agrees that at all times during the term of this Agreement, Tenant shall indemnify and defend, saving harmless Landlord, its officers, boards, commissions, agents, and employees from any and all claims directly related to or connected with the use of occupation of the leasehold property by any person whatsoever on account of property damage, injury, or death of a person or persons acting on behalf of, or upon the request of, the Tenant during the term of this Agreement.

The Tenant further agrees to indemnify Landlord from environmental liability for contamination or damage to the premises and any adjacent area to the premises related or connected with the occupation or use of the leasehold property..

Landlord, its officers' boards, commissions, agents, and employees shall be held harmless in all respect for any cost, expense, or liability of any nature which may be incurred by the Tenant during the term of this Agreement.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws and Permits. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands except in strict compliance with Environmental Laws and any applicable Permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environmental by

anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws.

Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands, except in compliance with applicable Environmental Laws. If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands, the Tenant will take all necessary action, at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and save harmless Carson City, Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section;
- (b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands;
- (c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands; or

(d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. MAINTENANCE. Landlord is not required to provide any maintenance, repairs, removal, and construction of gross area leased or of buildings or facilities erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, sewer, trash and other utility charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas on behalf of Tenant and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessments against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall remove at his cost all buildings and improvements upon termination of the Agreement and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on expiration of lease period, or upon termination of this lease, to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Carson City Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord, Carson City and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Carson City Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this Lease are subject to the regulations and provisions of law applicable to the operation of the Carson City Airport as a Federal Aid Airport Project. If any provision of this Lease is invalid, the other provisions of the Lease which are valid shall remain in effect, and the Lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of the Lease provisions.

The Tenant agrees to observe and obey during the terms of this Lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Carson Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this Lease for the purpose of, and to the extent necessary, to maintain law, order, and safety, and has the authority and the right to deny access to the Carson Airport by any person who fails to obey all relevant laws, rules, and regulations.

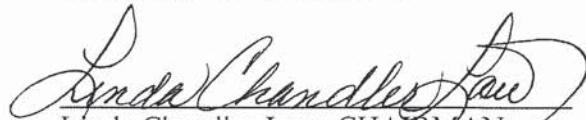
19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this Lease, or to such other address as may be designated in writing by such party.

20. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the bid submissions.

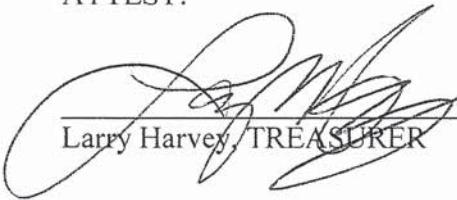
TENANT  
SIERRA SKYWAY, INC

  
Dennis Giangreco, President

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
Linda Chandler-Law, CHAIRMAN

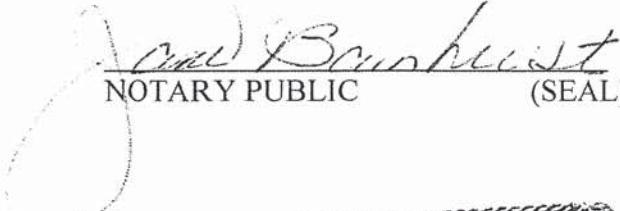
ATTEST:

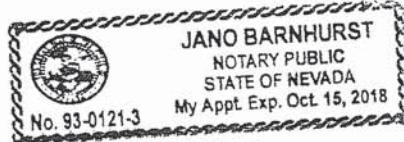
  
Larry Harvey, TREASURER

STATE OF NEVADA )  
CARSON CITY )  
19th

On this 20<sup>TH</sup> day of December, 2017, before me, the undersigned, a Notary Public, personally appeared DENNIS GIANGRECO, President of SIERRA SKYWAY, INC, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

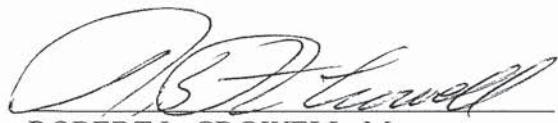
  
NOTARY PUBLIC (SEAL)



CARSON CITY

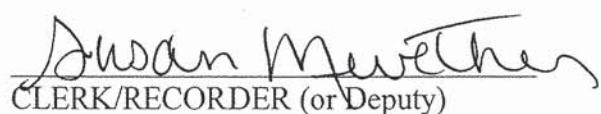
The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

Approved by the Board of Supervisors this 18 day of JANUARY 2018.



ROBERT L. CROWELL, Mayor

ATTEST:

  
CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL  
Approved as to form.

  
DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL  
Approved as to form

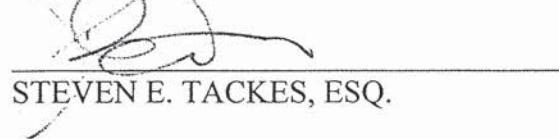
  
STEVEN E. TACKES, ESQ.

EXHIBIT A Legal Description

Attached (Lot E identified in Doc No. 457163)

482615

**LEGAL DESCRIPTION  
LOT E (REMAINDER PARCEL)**

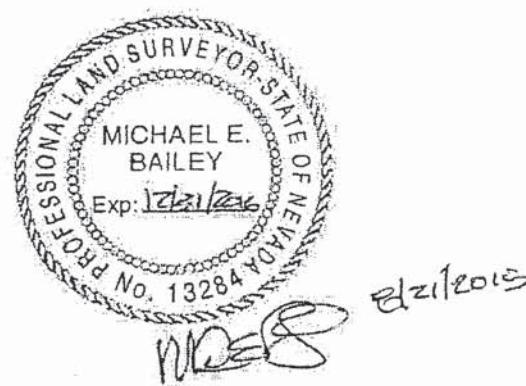
All that portion of property in the Northeast one-quarter (NE 1/4) of Section 4, Township 15 North, Range 20 East, M.D.M in Carson City, Nevada, as shown on the map of Heritage Hangers filed in the office of the Carson City Recorder, in Book 10 at Page 2707, as Document No. 386259, described as follows:

COMMENCING at the Northeast corner of said section 4 as shown on said map; thence South 25°24'42" West, 884.23 feet to the Northeast corner of said Lot E, and the **POINT OF BEGINNING** of this description; thence, along the lines of said Lot E the following five (5) courses:

- 1) South 01° 00' 00" West 147.70 feet
- 2) South 63° 40' 38.00" West 515.51 feet
- 3) North 26° 19' 22.00" West 175.00 feet
- 4) North 63° 40' 38.00" East 498.55 feet
- 5) South 89° 00' 18"E 95.39 feet, to the point of beginning.

Containing 95,774 Sq. Ft., more or less.

The Basis of Bearings for this description is the map of Heritage Hangers filed in the office of the Carson City Recorder, in Book 10 at Page 2707, as Document No. 386259



10509 Professional Circle, Suite 102 Reno, Nevada 89521 Telephone: 775/828-1622 Fax: 775/851-1687

482615

**EXHIBIT B**  
**CONSTRUCTION EXHIBITS**

If required by any Federal, State, or local agency, the Tenant shall prepare and submit an environmental Phase I audit. All structures erected, and paved areas on the Airport, shall comply with all applicable County and State building, health, and safety regulations, including, if applicable, any other building, fire, sign, electrical, heating, zoning, and plumbing codes. Architectural design of all structures and paving shall be reviewed and approved by the Carson City Airport Authority.

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens. Tenant shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises to include the following clause:

“Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon City-owned property (Airport), and will not file a mechanic's lien or otherwise assert any claim against City's real estate on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold the Airport Authority and City harmless from any liens filed upon City's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost.”

Tenant is obligated to secure all permits that are necessary and required to construct or develop any building, improvements, and additions upon lease parcel.

1. **CONSTRUCTION ON PREMISES.** Tenant shall comply with all Federal, State, and local laws, ordinances, orders, judgments, decrees, regulations, directives, and requirements now, or which may be, applicable to the construction of improvements on the operations and uses of the premises.

**A. Construction Phasing**

1. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.

2. All permits obtained for construction within 120 days next following.
3. All construction completed within two years of the effective date of the lease.

B. **Failure to Use Property.** Failure by Tenant to satisfy the requirements as set forth above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

C. **Certificate of Completion.** Upon completion of the improvements, Tenant shall submit to the Landlord a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any Federal, State, County, or other local government or agency in connection with the completion or occupancy by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "as built" drawings of any and all improvements not later than ninety (90) days following the completion, occupancy, or initial use of such improvements, whichever comes first.

2. **TITLE TO IMPROVEMENTS AND FIXTURES.** During the term of this lease, all improvements (other than trade fixtures) erected, installed, or constructed by Tenant on the premises shall become part of the land upon which they are erected, or part of the building to which they are affixed, and title to such improvements, facilities, or alterations shall remain with Tenant. "Trade fixtures" shall remain the property of Tenant and that term shall include, but shall not be limited to, personal property, signs used to identify the Tenant's facilities in and about the premises, and all machinery and equipment installed in, placed on, or used in connection with Tenant's operation.

**APPENDIX A**  
**CARSON CITY AIRPORT AUTHORITY**

**DEVELOPMENT/CONSTRUCTION STANDARDS**

**CODE REQUIREMENTS** - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

**OUTSIDE STORAGE AREA** - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

**WATER** - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

**FIRE HYDRANTS** - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

**POWER** - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

**FLOORS** - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

**COLORS** - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

**DOOR HEIGHT** - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLERA SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

**NEW CONSTRUCTION** - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

**LIGHTING** - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

**PARKING** - PARKING SPACES SHAL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTRAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

**FENCING** - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR AIRPORT BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

**TRASH** - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.



# CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL  
DEVELOPMENT SERVICES CLERK \*

FILED

Time 10:27

FEB 12 2007

By V. King  
Deputy  
Carson City, Nevada

## PLANNING COMMISSION JANUARY 31, 2007 NOTICE OF DECISION

A request for a Special Use Permit, SUP-06-248, was received from Lumos & Associates (property owner: Carson City) to allow construction of four airplane hangars consisting of 22 units in the Carson City Airport on property zoned Public Regional (PR) located at 2600 E. College Parkway, APN 008-901-01 Lease Parcel 219A, pursuant to the requirements of the Carson City Municipal Code.

The Planning Commission conducted a public hearing on January 31, 2007, in conformance with City and State legal requirements, and approved SUP-06-248, based on the findings contained in the staff report and subject to the following conditions of approval.

### CONDITIONS OF APPROVAL:

**The following shall be completed prior to commencement of the use:**

1. The applicant must sign and return the Notice of Decision for conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, then the item will be rescheduled for the next Planning Commission meeting for further consideration.
2. All development shall be substantially in accordance with the development plans approved with this application, except as otherwise modified by these conditions of approval.
3. All on- and off-site improvements shall conform to City standards and requirements.
4. The applicant shall meet all the conditions of approval and commence the use for which this permit is granted within twelve months of the date of final approval. A single, one year extension of time may be granted if requested in writing to the Planning Division thirty days prior to the one year expiration date. Should this permit not be initiated within one year and no extension granted, the permit shall become null and void.

5. A Tentative Map application and a Final Map application must be reviewed, approved and a final map must be recorded prior to parceling of the individual units.
6. The applicant must meet and maintain all of the requirements and conditions of approval of the Carson City Airport Authority.

**The following shall be submitted with any associated permit application:**

7. The applicant shall submit a copy of the signed Notice of Decision and conditions of approval with any associated permit application.
8. The project requires application for a Building Permit, issued through the Carson City Building Division. This will necessitate a complete review of the project to verify compliance with all adopted construction codes and municipal ordinances applicable to the scope of the project.
9. Aircraft hangers constructed less than 30 feet from property lines, lot lines or public right of ways shall have exterior walls constructed to provide a minimum of two-hour fire resistive construction ('03 IBC 412.2.1).
10. All electrical inside of the hangers shall comply with prescriptive requirements of the 2002 National Electrical Code for aircraft hangers ('02 NEC Article 513).
11. The hangers shall be assumed to be a Group S-1 Occupancy, based on the 2003 International Building Code ('03 IBC Section 311).
12. Each of the aircraft hangers is to have floors that are graded and drain through a floor receptor discharging to a sand/oil interceptor. The plans shall indicate the location and size of the sand/oil interceptors for the proposed aircraft hangers ('03 IBC 412.2.3).
13. Addressing shall meet design and approval of the Carson City Fire Department and the GIS Department.
14. Ingress and egress shall meet design criteria of 20 foot wide roadways with a 13 feet six inches of unobstructed height on an all-weather surface.
15. Buildings on parcels shall have 360 degree access around all structures for emergency access.
16. This project shall meet all codes and ordinances pertinent to the building type and occupancy classification.

17. Any buildings greater than 5,000 square feet are required to have an approved fire sprinkler system. S-2 buildings 13,400 square feet or larger will require fire sprinklers.
18. Fire hydrant locations and number required shall be approved by the CCFD-prevention bureau.
19. Knox key access is required for emergency access.
20. All disturbed areas will be reseeded and hydro-mulched.
21. A reduced pressure principle backflow prevention assembly shall be placed on the domestic service(s) to all hangers, directly behind the water meters.

**The following are general requirements applicable throughout the life of the project:**

22. The applicant must provide full compliance with State of Nevada dust control measures to mitigate dust at all hours within the construction limits.
23. The primary building color must meet Airport Authority design requirements and be similar to the existing surrounding buildings.

This decision was made on a vote of 7 ayes and 0 nays.



Walter A. Sullivan  
Planning Division Director

WAS/kk

Mailed: 2/12/07 By: RMT

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