



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 6Ordinance/Resolution# 14-013For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)For Meeting of July 15, 2013  
(Adoption Date)

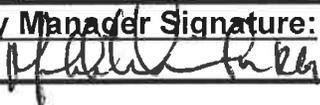
Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

**TITLE: A RESOLUTION AUTHORIZING AN ASSIGNMENT OF LAND LEASE FOR PARCEL 25 AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM WAYNE AND MARY JANE STEVENSON REVOCABLE TRUST UTA TO JSRS HOLDING, LLC.**

**PURPOSE(S) OF ACTION:**

To authorize an assignment of land lease.

<b>COUNCIL DISTRICT: 4</b>		
<b><u>Drafter/Staff Contact:</u></b> Cheryl Rodriguez	<b><u>Department/Section:</u></b> Transportation/Airport	<b><u>Phone:</u></b> 541-2471
<b><u>City Manager Signature:</u></b> 		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

Wayne and Mary Jane Stevenson Revocable Trust UTA currently holds a land lease from the City of Las Cruces for Parcel 25 at the Las Cruces International Airport. The lease was originally approved on May 18, 1998 by Resolution No. 98-357. An assignment of land lease from Wayne E. Stevenson to Wayne and Mary Jane Stevenson Revocable Trust UTA was approved on July 21, 2003 by Resolution No. 03-333. Mr. Stevenson constructed a 3,680 square foot hangar on the parcel.

The term of the land lease is 30 years running from September 1, 1998 through August 31, 2028. The terms of the lease permit assignment of the lease with City Council approval. Mr. Stevenson has made such a request.

The assignee would be JSRS Holding, Inc. The assignment of lease would permit JSRS Holding, Inc. to obtain Parcel 25 and all improvements thereon from Mr. Stevenson with all terms and conditions of the lease remaining the same as the original.

The Airport Advisory Board (AAB) unanimously recommended approval of the lease application at their June 20, 2013 meeting.

(Continue on additional sheets as required)

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Assignment of Lease, Legal Description, and Parcel Map.
3. Attachment "A", Original Lease.
4. Attachment "B", Letter from Mr. Wayne Stevenson requesting the assignment of lease.
5. Attachment "C", Minutes from June 20, 2013 Airport Advisory Board Meeting.

**SOURCE OF FUNDING:**

Is this action already budgeted?  N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
	<input type="checkbox"/>	<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

N/A
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**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will authorize Wayne and Mary Jane Stevenson Revocable Trust UTA to assign the land lease for Parcel 25 to JSRS Holding, LLC.
2. Vote "No"; this will not authorize Wayne and Mary Jane Stevenson Revocable Trust UTA to assign the land lease for Parcel 25 to JSRS Holding, LLC.

(Continue on additional sheets as required)

3. Vote to "Amend" the Resolution as deemed appropriate.
4. Vote to "Table" and direct staff accordingly.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 98-357
2. Resolution No. 03-333

**RESOLUTION NO. 14-013**

**A RESOLUTION AUTHORIZING AN ASSIGNMENT OF LAND LEASE FOR PARCEL 25 AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM WAYNE AND MARY JANE STEVENSON REVOCABLE TRUST UTA TO JSRS HOLDING, LLC.**

The City Council is informed that:

**WHEREAS**, Wayne A. Stevenson (Lessee) executed a lease agreement with the City of Las Cruces on May 18, 1998 pursuant to Resolution 98-357; and

**WHEREAS**, Wayne A. Stevenson requested an assignment of lease to Wayne and Mary Jane Stevenson Revocable Trust UTA on July 21, 2003 pursuant to Resolution 03-333; and

**WHEREAS**, Exhibit "C" Section 3a of the lease provides that the Lessee may request an assignment of lease and that such approval will not be unreasonably withheld by the City; and

**WHEREAS**, Wayne Stevenson of Wayne and Mary Jane Stevenson Revocable Trust UTA has asked that the City approve assignment of the lease to JSRS Holding, LLC.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

(I)

**THAT** the Mayor of the City of Las Cruces is hereby authorized to sign the assignment of lease currently held by Wayne and Mary Jane Stevenson Revocable Trust UTA to JSRS Holding, LLC., attached hereto as Exhibit "A" and made a part of this Resolution.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____



107  
James Salopek of JSRS HOLDING, LLC.  
Assignee

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Seal)

STATE OF NEW MEXICO        )  
  )  
COUNTY OF DONA ANA        )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by James Salopek of JSRS Holding, LLC., managing member on behalf of said entity.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\*\*\*\*\*

CITY OF LAS CRUCES, NEW MEXICO  
A municipal corporation

By: \_\_\_\_\_  
Ken Miyagishima, Mayor

ATTEST:

\_\_\_\_\_  
(Seal)

STATE OF NEW MEXICO        )  
  )  
COUNTY OF DONA ANA        )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Ken Miyagishima, Mayor of the City of Las Cruces, New Mexico, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Approved to as form:

\_\_\_\_\_  
City Attorney



# City of Las Cruces

Lease Parcel 25  
98S043-A  
May 18, 1998

## DESCRIPTION OF A 0.1837 ACRE PARCEL

A parcel of land situate within the corporate limits of the city of Las Cruces, Dona Ana County, New Mexico, in the NW 1/4 of Section 26, T.26S., R.1W., N.M.P.M. of the U.S.G.L.O. Surveys. Being part of the Las Cruces International Airport properties and more particularly described as follows, to wit:

**BEGINNING** at a 1/2" rebar set for the Northwest corner of the parcel herein described, whence Station CRUCESAIR of the New Mexico GPS High Accuracy Reference Network bears S83°55'54"W a distance of 2,172.63 feet;

**THENCE FROM THE POINT OF BEGINNING** N89°48'33"E, 100.00 feet to a 1/2 inch rebar set for the Northeast corner of the parcel herein described;

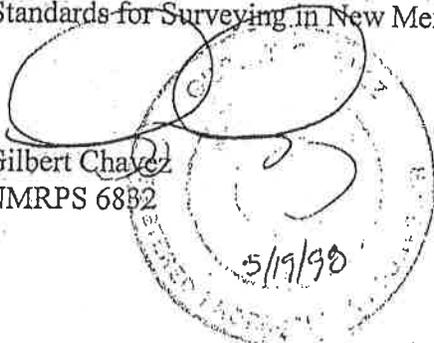
**THENCE** S00°11'27"E, 80.00 feet to a 1/2 inch rebar set for the Southeast corner of the parcel herein described;

**THENCE** S89°48'33"W, 100.00 feet to a 1/2 inch rebar set for the Southwest corner of the parcel herein described;

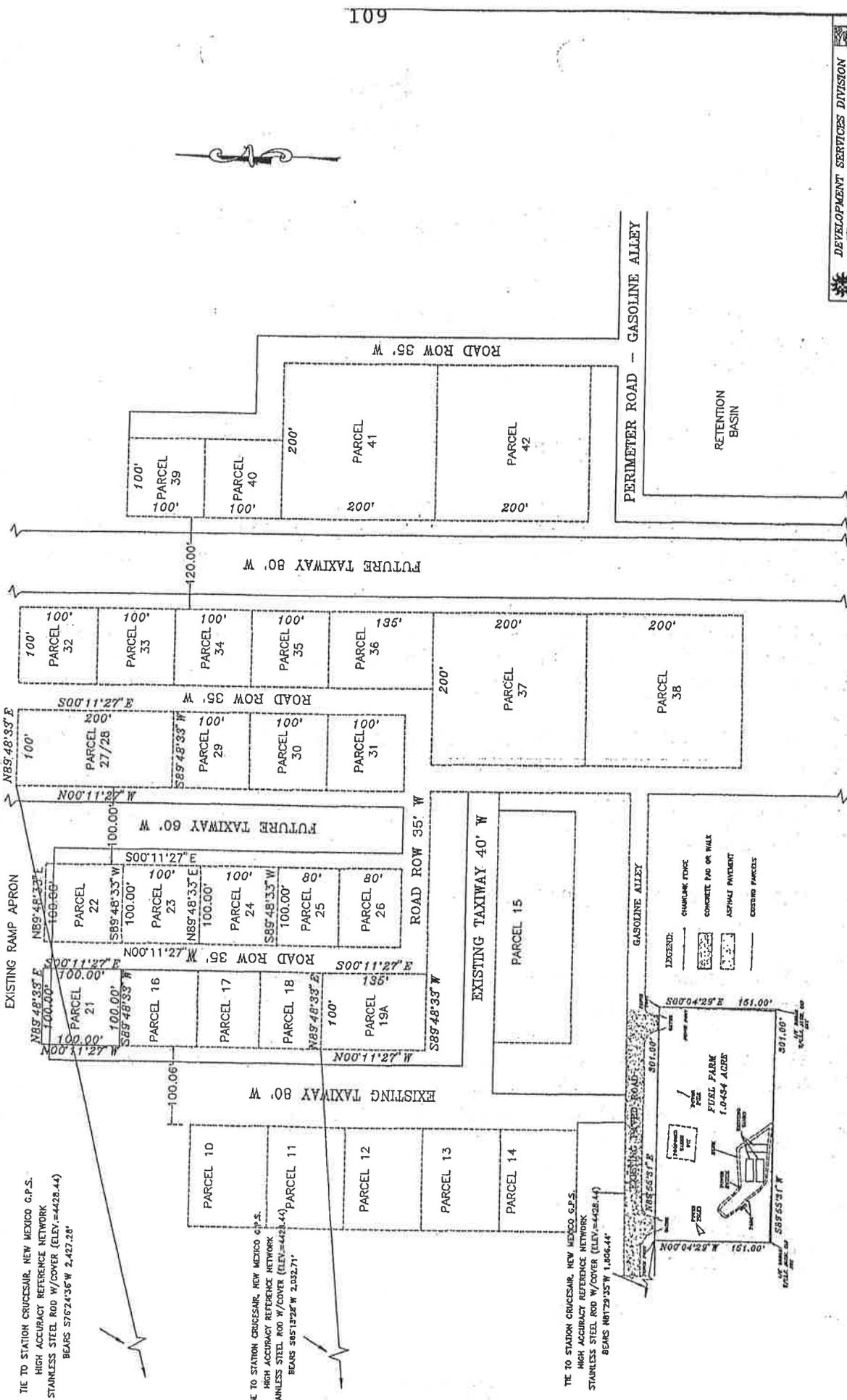
**THENCE** N00°11'27"W, 80.00 feet to the point of beginning, containing 0.1837 acres of land more or less.

**AUTHORITY STATEMENT:** I, Gilbert Chavez, a New Mexico Registered Professional Surveyor certify that I directed and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that this survey and plat meet the Minimum Standards for Surveying in New Mexico.

Gilbert Chavez  
NMRPS 6832



PLAT SHOWING LEASE PROPERTIES  
 AT THE LAS CRUCES INTERNATIONAL AIRPORT  
 NW 1/4 OF SECTION 26, T.23S., R.1W.,  
 N.M.P.M. OF THE U.S.G.L.O. SURVEYS  
 LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

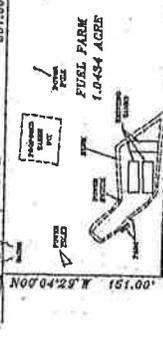


TIE TO STATION CRUCESAIR, NEW MEXICO C.P.S.  
 HIGH ACCURACY REFERENCE NETWORK  
 STAINLESS STEEL ROD W/COVER (ELEV.=4428.44)  
 BEARS S76°24'36" W 2,427.28'

TIE TO STATION CRUCESAIR, NEW MEXICO C.P.S.  
 HIGH ACCURACY REFERENCE NETWORK  
 STAINLESS STEEL ROD W/COVER (ELEV.=4428.44)  
 BEARS S85°12'28" W 2,032.71'

TIE TO STATION CRUCESAIR, NEW MEXICO C.P.S.  
 HIGH ACCURACY REFERENCE NETWORK  
 STAINLESS STEEL ROD W/COVER (ELEV.=4428.44)  
 BEARS N87°29'35" W 1,806.44'

- LEGEND:
- CHUNKLEAK FENCE
  - CONCRETE PAD OR WALK
  - ASPHALT PAVEMENT
  - EXISTING PARCELS



DEVELOPMENT SERVICES DIVISION	
CITY OF LAS CRUCES, NEW MEXICO	
PROJECT FILE AIRPORT - LEASE PROPERTIES	
PROJECT NO.	99-S-039
SCALE	AS SHOWN
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SHEET 1 OF 1	

**City of Las Cruces, New Mexico, International Airport Land Lease  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

**WHEREAS**, the City of Las Cruces ("City"), a Municipal Corporation of the State of New Mexico, is the owner of certain real properties known collectively as the Las Cruces International Airport ("Airport") in Dona Ana County, New Mexico; and,

**WHEREAS**, the City maintains designated areas on the Airport specifically to lease said areas to aviation-related businesses and individuals to develop the Airport, its infrastructure, and aviation business for the benefit of the citizens of the City; and

**WHEREAS**, Wayne A. Stevenson ("Lessee") desires to lease a particular parcel of that real property on the Airport for the purpose of furthering the Lessee's aviation interests; and

**WHEREAS**, the City is willing to Lease the Parcel desired to the Lessee, and the parties desire to execute a written Lease containing the terms and conditions of their Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. **The Leased Area Described.** The City hereby Leases to the Lessee, that certain parcel of real Property located in the NW 1/4 of Section 26, T.#23S., R.1W., N.M.P.M. of the U.S.G.L.O. Surveys within the City Limits of Las Cruces in the County of Dona Ana, State of New Mexico, described as Parcel #25 on the Plat Showing Lease Properties At The Las Cruces International Airport, and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property (hereinafter "Parcel") by the Lessee.

2. **Terms.**

a. **Initial Lease Term.** The term of this Lease shall be thirty (30) years (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the thirtieth (30th) anniversary of the Commencement Date. The Commencement Date shall be the first day of September, 1998, and the thirtieth anniversary date shall be the last day of August, 2028. Possession of the Parcel by the lessee shall begin on the Commencement Date.

b. **Subsequent Lease.** At the conclusion of the Lease Term, the Lessee shall have the right to enter into a new agreement with the City for the leasehold, at those terms and conditions then in effect. Should the Lessee elect to not enter into a new agreement, the provisions of paragraph 7.f. (2) shall apply.

3. **Fees and Charges.** Lessee shall pay the following fees and charges:

a. **Earnest Money.** Lessee has made an earnest money deposit with the City of Las Cruces in the sum of Two Hundred Fifty Dollars and no cents (\$250.00), which shall be part of the annual rent for the first year of the Lease. However, this fee shall revert to the City should the Lessee fail to execute this Lease within sixty (60) days of its approval by the City Council.

b. **Closing and Processing Fee.** Lessee shall pay a one-time closing and processing fee of Five Hundred Dollars and no cents (\$500.00), which is due with the first annual rent payment on the Commencement Date.

c. **Rent.** Beginning on the Commencement Date, the Lessee shall pay the City a fixed annual rental payment ("Rent"). The amount of the Rent shall be six hundred dollars and no cents (\$600.00) for the Parcel per year for the first five years of the Initial Lease Term. The rent shall be adjusted on the fifth, tenth, fifteenth, twentieth, and twenty-fifth anniversary of the Commencement Date based on the increase or decrease in the cumulative Average Annual U.S. Consumer Price Index, or its successor report issued by the Federal Government, over the preceding five (5) calendar years of reporting. The adjusted Rent payment shall be due on the next payment date. Should the Lessee remain in possession of the Parcel as a hold-over Lessee, the rent shall be adjusted likewise on the thirtieth anniversary, and each five years thereafter as described above.

4. **Payments Due.**

(Lessee's Initials)

Page 1

**City of Las Cruces, New Mexico, International Airport Land Lease  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

a. **Due In Advance.** In addition to those payment dates specified above, all rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly and annually without notice from City thereafter during the Lease Term. However, the City may elect to invoice payment notices.

b. **Due Annually.** The first annual payment shall be due and payable on the Commencement Date. All subsequent payments shall be due on the Commencement Date Anniversary each year thereafter.

c. **Late Fee Due.** On any annual rental payment made 10 days after the payment due date, Lessee shall in addition pay a late charge of ten percent (10%) of the annual rent for each month or part thereof that the payment is late.

5. **No Refunds.** Lessees may relinquish this Lease to the City, however the Lessee shall not be entitled to a refund of any fees of any kind paid.

6. **Insurance Requirements.**

a. **Public Liability.** Lessee shall maintain general public liability insurance insuring against such claims. Such insurance shall name the City as an additional insured. This insurance shall have an aggregate limit in the minimum amount of \$1,000,000, or as required to meet the mandatory requirements of the New Mexico Tort Claims Act or its successors in law, whichever is greater.

b. **Fire and Casualty.** Lessee shall maintain property and casualty insurance covering the improvements to the Parcel, and the contents thereof. Such insurance shall be a fire insurance policy with extended coverage endorsement, including vandalism, and malicious mischief. The insurance shall be on a replacement cost basis and shall name the City as an additional insured, as its interests may appear.

c. **Proof of Insurance Required.** Such insurance shall be with a company licensed and authorized to do business in the State of New Mexico. The Lessee shall furnish annually to the City on the rent payment due date of this Lease, a certificate or other evidence and proof of maintenance of the above required insurances. Lessee shall provide the City with notice of any change thereof, and furnish to the City evidence of acquirement of a substitute therefore, and payment of the premium thereof. If the Lessee shall fail to maintain such insurance coverage, then the City may obtain same and add the cost of such insurance to the next due Lease payment. If the City does so, it may charge interest thereon at the rate of 15% per annum from the time of payment, which shall be added to the rental becoming due, and shall be collected as an additional charge.

d. **Self-Insurance.** Lessee may self-insure by filing with the City a letter of credit in the amounts listed above, or other promissory or escrowed monetary instrument.

7. **Quiet Enjoyment.** The Lessee, upon payment of the required fees and rents, and the faithful performance of such covenants, agreements and conditions required by law, or this agreement, shall and may, peaceably and quietly have, enjoy those portions of the Airport authorized for their use. Such use shall be free from molestation, eviction or disturbance by the City or any person claiming by, through, or under it, subject to the terms and conditions of the law or agreement entered into. Such quiet enjoyment is conditional upon Lessee adhering to the following conditions:

a. **Permitted Uses.** Lessee shall have use of the Parcel only for a hangar housing private aircraft and those activities normally associated with the operations and maintenance of such a building and aircraft, as well as for the construction, maintenance, and operation of offices, factories, hangars, warehouses, classrooms, and other facilities required in connection with these uses.

b. **Additional Uses Require Permission.** The Lessee shall not use or permit the use of the Parcel, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by the City, but only upon such terms and conditions as may be set out in such authorization.

c. **Commercial Use of Parcel and Future Improvements.** Lessee agrees to obtain permission from the City prior to commencing or permitting any commercial use of the Parcel, or additional improvements thereto, in accordance with the current Airport policies, code and/or standards. In the event that this Parcel, or improvements thereto is used

**City of Las Cruces, New Mexico, International Airport Land Lease  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

for business purposes, the Lessee shall at all times maintain and pay any required permits, licenses, insurances, and taxes as required by law.

**d. Construction and Ownership of Improvements.**

(1) **Title to Improvements.** During the Lease Term, title to all improvements existing or constructed upon the Parcel by Lessee are and shall be vested in Lessee.

(2) **Proposed Improvements.** The Lessee is required to construct improvements on the Parcel as summarized in Exhibit "B", attached hereto and incorporated herein by this reference. Lessee shall begin such process with no less than submission of a building permit application to the City, not later than six (6) months following the Commencement Date of this Lease, that date being February 28, 1999.

(3) **City Codes Apply.** Lessee must meet City standards as specified in the Las Cruces Municipal Code for all design, planning, and construction activities, including development or extension of infrastructure. In addition, Lessee shall pave all access from the Parcel, or improvements thereto, to taxiways and roads, and such construction shall match the existing grade.

(4) **Septic Systems.** Lessee shall be allowed to use and maintain an easement on common City Property to the east of the building to construct an individual on-site septic system, if necessary and as required to meet New Mexico Environment Department Regulations. The location and dimensions of this easement and constructed improvement shall be shown on the site plan submittal. In the event that the City provides a waste water disposal service to the Airport at such time in the future, Lessee shall be required to cease use of the individual on-site septic system and hook up to the City waste water system for sewage disposal, in accordance with the Las Cruces Municipal Code.

(5) **Time Restrictions.** All building construction described in Exhibit "B" must be completed on or before the second anniversary date of the Commencement Date of the Lease, that date being August 31, 2000.

(6) **Additional Improvements Constructed During the Initial Lease Term or Extended Term.** Lessee may construct additional improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. However, in all cases, construction must be completed within eighteen (18) months of approval by the City.

**e. Condition, Maintenance and Repairs of Leasehold and Improvements Thereto.**

(1) **Lessee Accepts Parcel "As-Is."** Lessee acknowledges that it has fully inspected the Parcel and hereby accepts the Parcel and any buildings, improvements and appurtenances thereto as is, in their present state and condition, as suitable for the purpose for which the same are Leased. Lessee agrees to allow for changes in such condition, occurring by reasonable deterioration between the Commencement date and the date such changes shall occur.

(2) **Lessee Shall Maintain.** Lessee shall maintain, at its own expense, the Parcel and any improvements, fixtures or equipment on the Parcel in a safe, sanitary, orderly, and sightly manner, in accordance with all applicable codes and regulations. Lessee shall also maintain the cleanliness of all paved area on the Parcel, and shall be responsible for mowing all grass, watering lawns, controlling weeds, and maintaining shrubs and trees on the Parcel.

(3) **Erosion Control.** Where the slope, terrain, or soil disturbance is such that active soil or wind erosion may be present, Lessee must carry out erosion control practices to mitigate the erosion. These practices include, but are not limited to drainage facilities constructed and maintained by Lessee, landscaping, and/or seeding and maintaining of vegetation.

(4) **City's Right to Correct Deficiencies.** The City has the right to require reasonable maintenance and repairs to the Parcel or the improvements thereon by Lessee as required by this lease. Should the Lessee fail to make the required corrections, the City shall have the right to enter the Parcel, or improvements thereto, correct the deficiency, and recover the cost of activities from Lessee as rent due on the next rent payment date.

**City of Las Cruces, New Mexico, International Airport Land Lease  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

(5) **Repair of Damage.** If the Parcel, or improvements thereto is partially destroyed or damaged by fire or other casualty, then Lessee shall repair and restore the Parcel, or improvements thereto as soon as it is reasonable practicable. Such repair or restoration shall commence not later than six (6) months after such damage, and be completed within six (6) months thereafter. Such restoration shall be to substantially the same condition in which the Parcel or improvements thereto was before such damage. In the event that Lessee has not commenced repairs within six (6) months from the date of said damage and thereafter completed such repairs within six (6) months, this Lease may be immediately terminated by the City. Such termination shall be made effective by serving notice upon the Lessee, and effective on the date of receipt of such notice by the Lessee.

(6) **Destruction of the Parcel or Improvements Thereto.** In the event the Parcel, or improvements thereto is completely destroyed or so badly damaged that repairs cannot be commenced within six (6) months and completed within six (6) months thereafter, then this Lease may be terminated. Such termination shall be effective as of the date of the occurrence of the damage or destruction, and made effective by either party hereto by serving written notice upon the other.

**f. Removal of Improvements.**

(1) **When Requested by Lessee.** If at any time during the Lease Term, when all Rent then due and owing has been fully paid and Lessee is not in default under this Lease, Lessee may request to remove any or all improvements. Lessee shall give forty-five (45) days advance written notice of its intent to remove the improvements to the City, which shall not unreasonably withhold consent. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards.

(2) **At Expiration or Termination of Lease.** At the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Parcel will, at the direction and sole discretion of the City, either remain intact on the Parcel and become the property of the City, or be removed by Lessee. Should the City elect for the Lessee to remove any or all improvements, the Lessee shall do so within forty-five (45) days. When removing improvements, the Lessee shall restore the Parcel to its previously existing condition, including filling excavations, returning the surface to grade, and leaving the Parcel safe and free from all debris and hazards. All improvements not removed as aforesaid shall, without compensation to or by City, become City's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon, or associated with termination of this Lease. However, if Lessee fails to promptly remove said improvements if and as required by the City, the City may assess and bill Lessee based on receipt of an itemized statement of costs of removal and restoration of the Parcel.

**g. Installation of Utilities.** City warrants that all utilities, except for wastewater collection and treatment service, which are necessary for the conduct of Lessee's activities are available at the Airport. However, Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations or building codes of the State of New Mexico and the City of Las Cruces.

**h. Hazardous Waste.** No toxic materials or hazardous waste subject to regulation by the EPA or NM Environment Department shall be stored or disposed of on the Airport without the written permission of the Airport Manager.

**i. Environmental Assessment and Remediation.** At the expiration or termination of this Lease, the City may require that Lessee furnish to the City an Environmental Assessment Report on the place of business, conducted in accordance with the laws, codes and regulations in effect at that time. The costs of remediation, if any should be required by law, shall be the responsibility of the Lessee.

**j. Signs.** Lessee must obtain City consent to paint or construct any exterior signs; including approval for a City Sign Permit. Lessee further agrees that upon vacating the Facilities, Lessee will restore exterior signs to same condition as received at time of occupancy. The Lessee shall be responsible for all cost and expense of maintaining

**City of Las Cruces, New Mexico, International Airport Land Lease  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

its signs as permitted hereby. Lessee shall not erect, paint or maintain any temporary signs or advertising displays, such as banners, balloons, flashing sign boards, and/or any similar visual devices whatsoever.

k. **Rest rooms.** Lessee shall maintain all rest rooms on the Parcel, or improvements thereto in a sanitary and clean condition, using proper odor control devices and providing and maintaining an adequate supply of paper towels, soap and toilet tissue.

l. **City to provide specific infrastructure.** The City warrants that it will provide a sixty foot wide taxiway twenty feet east of and parallel to the lease's east boundary no later than October 31, 1998.

8. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, as Certified Mail, postage prepaid, return receipt requested, and addressed to the parties at their respective addresses, as set forth below:

Airport Manager  
City of Las Cruces  
P.O. Box 20000  
Las Cruces, New Mexico 88004

Wayne A. Stevenson  
RR 2 Wallacetown  
Ontario, Canada N0L2M0  
(Lessee's Address of Record)

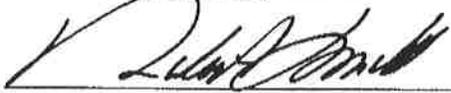
9. **Exhibits.** The following exhibits are attached and made part of this Lease:

- A. **EXHIBIT "A": LEASE APPLICATION.**
- B. **EXHIBIT "B": LEGAL DESCRIPTION OF PARCEL.**
- C. **EXHIBIT "C": ADDITIONAL LEASE CONDITIONS.**
- D. **EXHIBIT "D": DESIGN STANDARDS FOR THE LEASEHOLD.**

IN WITNESS WHEREOF, City and Tenant have executed the Lease to be in effect as of the date first written above.

CITY OF LAS CRUCES, LESSOR

LESSEE

  
\_\_\_\_\_  
Ruben A. Smith, Mayor

\_\_\_\_\_  
Wayne A. Stevenson

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

  
\_\_\_\_\_  
CITY CLERK,  
(SEAL)

(Lessee's Initials)

LAS CRUCES INTERNATIONAL AIRPORT POLICIES, ATTACHMENT 2  
LAND LEASE APPLICATION

All persons wishing to construct improvements at the Airport must first enter into a Land Lease for a suitable Parcel. This form serves as application. Applicants will complete all blocks and return this form, with \$250.00 earnest money to the Airport Manager, P.O. Box 20000, Las Cruces, NM 88004. The Airport Manager will initiate the lease approval process, which will include approval/disapproval by the City Council.

1. APPLICANT INFORMATION: If for an individual, provide Name, Address, and Phone. For a business, provide CEO and Business Registration Information.

Name: WAYNE STEVENSON Date: 10/5/77  
Address: RR 2 WALLACETOWN Phone: \_\_\_\_\_  
ONTARIO CANADA  
NAL 2 M 0 CLC Business Registration Number: \_\_\_\_\_  
Phone: 519 762 3310  
Business President/CEO: \_\_\_\_\_

2. ACTIVITIES PROPOSED: Initial those activities proposed to be conducted from the Leasehold. For commercial activities, you must also obtain an Airport Commercial License and City of Las Cruces Business Registration.

AERONAUTICAL ACTIVITIES

- Aerial photography or survey.
- Agricultural operations.
- Airship operations, repair and/or storage.
- Aircraft Charter operations - PART \_\_\_\_\_
- Aircraft Major and Minor Repair Maintenance.
- Aircraft Rental to the public.
- Air Carrier operations - PART \_\_\_\_\_
- Air Taxi operations - PART \_\_\_\_\_
- Banner towing.
- Corporate Flight Operations - PART \_\_\_\_\_
- Fixed Base Operations.
- Fire fighting.
- Flight Services (UNICOM, etc.)
- Free balloon operations.
- Glider operations, including glider tug.
- Helicopter operations.
- Line Services.
- Manufacture, repair, or reconditioning of either new and/or used aircraft and/or parts.
- Parachute jumping.
- Pilot Instruction - PART \_\_\_\_\_
- Pilot Schools - PART \_\_\_\_\_
- Preventive Maintenance of aircraft.
- Powerline, pipeline, or other FAA approved patrol.

- Sales, leasing, financing, insuring and/or brokerage of:
  - Aircraft.
  - Airframes and/or engines.
  - Other aeronautical items.
- Sightseeing flights.
- Specialized Repair Services
  - Aircraft Appliance
  - Aircraft Components
- Storage of aircraft and parts.
- Transportation of mail by aircraft.
- Ultralight aircraft instruction, repair, and/or storage.
- Warranty or Guarantee Service or Supply.

NON-AERONAUTICAL ACTIVITIES

- Food Service
- Other. Attach letter with description.

ACTIVITIES REQUIRING CITY COUNCIL APPROVAL:

- Operation of, tethered balloons, kites, unmanned rockets, and free balloons.
- Chemical spraying or dispensing.
- Any operation which produces odors or prolonged periods of noise.
- Class I/II/III flammable liquid storage and/or sales.
- Aircraft painting and/or washing using chemicals.

4. Aircraft to be based on the Leasehold:

Class	Category	How Many	Proposed Use
<u>FIXED WING</u>	<u>SINGLE ENGINE</u>	<u>2</u>	<u>PRIVATE</u>

5. Hazardous chemicals/ substances, subject to regulation by the EPA or NM State Environment Dept., to be used/stored on the leasehold:

NIL

**LAS CRUCES INTERNATIONAL AIRPORT POLICIES, ATTACHMENT 2  
LAND LEASE APPLICATION**

6. Proposed land requirements and location on the airport (describe):  
  
*AREA INDICATED ON ATTACHED  
MAP*

7. Describe the proposed improvements to the parcel you plan to construct:  
  
*3600 H<sup>2</sup> HANGAR / WORKSHOP*

8. Amount and types of insurance coverage to be obtained (see current Airport Policies for required coverage):

<u>TYPE INSURANCE</u>	<u>MINIMUM AMOUNTS</u>	<u>AMOUNT TO BE OBTAINED</u>
General Liability:	Each Incident \$1,000,000	<u>1,000,000</u>
Fire Casualty:	Each Accident \$ 300,000	<u>300,000</u>
Environmental Remediation:	Each Incident \$1,000,000	<u>1,000,000</u>

9. Lease Terms desired (Initial the term you request):

Maximum. Initial Term: Thirty (30) years, with two (2) five (5) year optional extended terms.

Other. Describe:

10. Attach to this application a Statement with the following information:

Any additional information continued from the application, referenced by question number.

If also requesting an Airport Commercial License, a copy of the application.

A separate attachment showing evidence of the financial capability to construct and maintain the proposed improvements.

**APPLICANT'S CERTIFICATION:** The above application is true and complete to the best of my knowledge. I have received a copy of the current Policies for the Las Cruces International Airport, and will abide by them in my occupation of the Parcel and my operations on the Airport to the best of my ability.

*OCT 8 97*  
(Date of Application)

*WAYNE STEVENSON*  
(Printed or typed Name of Applicant)

*[Signature]*  
(Signature of Applicant)

**RETURN THIS COMPLETED APPLICATION AND \$250.00 EARNEST MONEY TO:  
AIRPORT MANAGER, P.O. BOX 20000, LAS CRUCES, NM 88004**

Wayne Stevenson

To: Ted Morris 1 May 78  
 From: Wayne Stevenson

So I'm back north with the houses, eh,  
 missing, more water than the Bible had. Flood.  
 Beauty, eh? I'll go for the 80' X 100' lot,  
 of the two there, I guess the northern-most <sup>PARCEL # 25</sup>  
 is better so there's no empty space but either  
 one will do, I'll take the north one if I can.  
 I've made up a new plan. Is this O.K.?  
 Let me know so I can order, see attached diagram  
 with new hangar dimensions. I guess you'll  
 have to send me new documentation showing  
 the smaller lot and the smaller permissible  
 hangar floor area. This is all very exciting!  
 Lots of new and interesting hangars being  
 built. Can't wait to get started!

S. Did they find the  
 missing aircraft?

Regards WES



TAXIWAY

↑  
20'  
↓

45' DOOR

LOT  
SIZE:

↑  
100'  
↓

←80'→

3072 sq. ft.

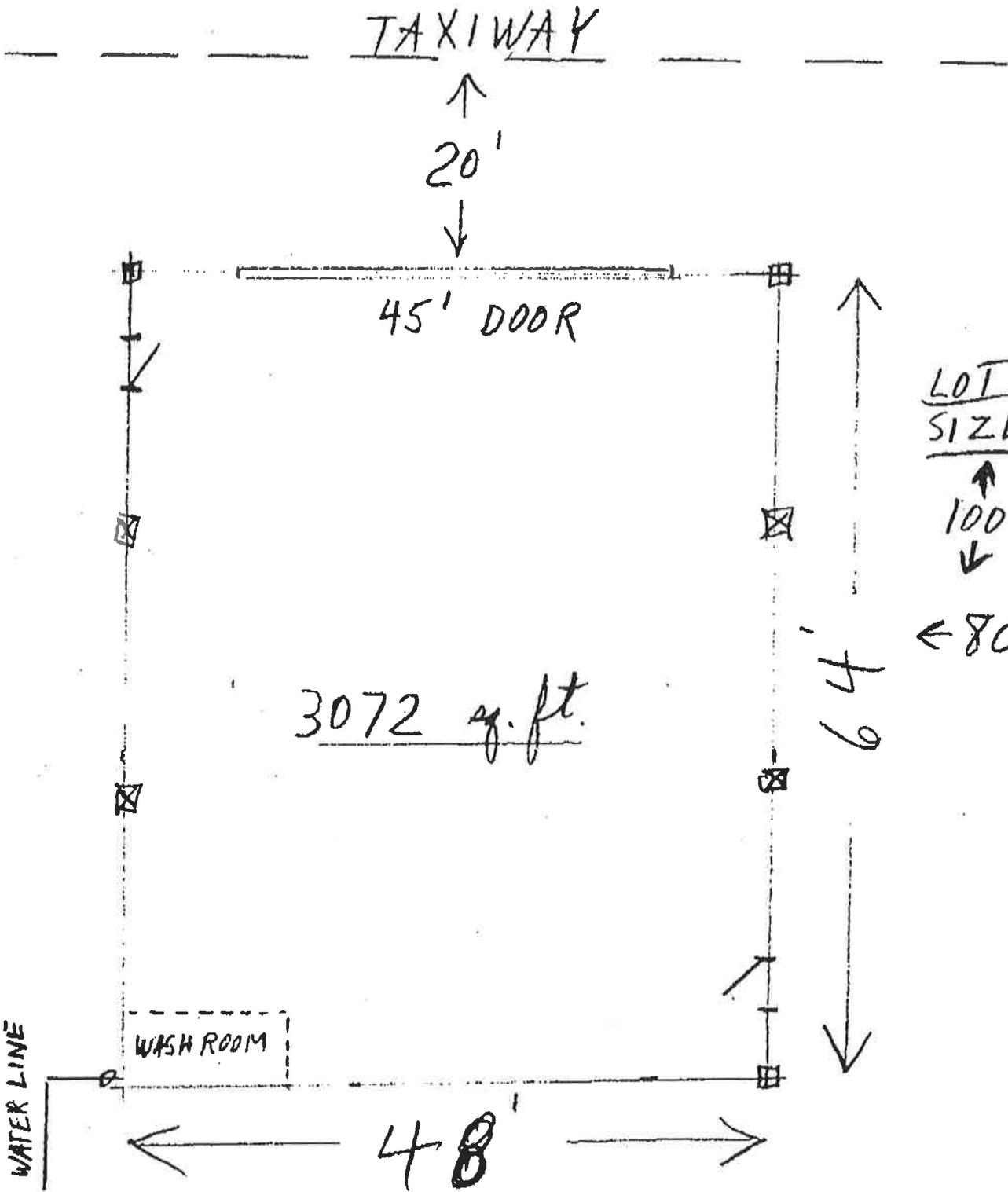
64'

48'

WATER LINE

WASH ROOM

500



**Exhibit "B"**  
**Legal Description of Parcel #25**

**TO BE PROVIDED WHEN AVAILABLE**



**EXHIBIT C**  
**City of Las Cruces, New Mexico, International Airport. Additional Lease Conditions**  
**PARCEL #25, WAYNE A. STEVENSON, LESSEE**

**1. Obtain Permits, Pay Taxes, and Obey Laws.**

a. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against the Airport, or improvements thereto. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent.

b. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

c. Lessee recognizes the authority of the City Council and staff to take those necessary and legal actions required to safeguard any person, aircraft, equipment or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

**2. Obey Federal Non-Discrimination Requirements.** Lessee, itself and its successors in interest, and assigns, will abide by the following requirements of the various federal statutes affecting the Airport:

a. **No Discrimination in Service.** Furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof. No person on the grounds of race, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said business. Further, 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, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

b. **No Discrimination in Pricing.** Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. **Comply with Federal Law.** Lessee shall conduct business in compliance with all other requirements imposed by or pursuant to 48 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

d. **No Exclusive Rights Granted.** Lessee agrees that no exclusive right for the use of the Airport by any persons is intended or implied by this document.

**3. Assignment And Sublease.**

a. **City Consent Required.** Lessee shall not assign or sublease the rights granted by this Lease, nor the Leased parcel, nor the improvements constructed or occupied in accordance with this Lease, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition such consent upon an increase in the Rent, and may require other conditions or covenants before consenting to an assignment or sublease. Such additional rent, conditions or covenants shall be in accord with those terms and conditions for similar agreements in effect at the time of the assignment, sublease, or sale. If the Lease is assigned or subleased, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns, unless specifically amended by the City as a condition of consent.

b. **Assignment Relieves Lessee.** Upon a valid assignment of this Lease, but not upon a sublease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment.

**4. Default and Termination.**

a. **Definition.** If the City determines the Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.

**EXHIBIT C**  
**City of Las Cruces, New Mexico, International Airport. Additional Lease Conditions**  
**PARCEL #25, WAYNE A. STEVENSON, LESSEE**

- b. **Written Notice Required.** The City shall provide the Lessee with written notice of any determination of default.
- c. **Compliance Time.** The Lessee shall then have thirty (30) days to cure or remedy said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.
- d. **Failure to Comply.** If the Lessee fails to correct the default as specified by the City's notice within the specified period, or if the Lessee receives a fifth notice of default within any 36 consecutive month period, the City may, at its option, terminate this Lease immediately, or at any time thereafter. Such termination may be made without further notice or demand. Upon such termination, without further notice or demand, the City may enter upon and into the Leased area, or improvements thereto, or any part thereof, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass. In addition, the City may also require all associated and permitted operations to cease and be removed from the Airport.
- e. **Lease Remains Binding.** All provisions of this Lease remain binding upon the Lessee while the Lessee is in default, and if this Lease is terminated due to default.
5. **Relinquishment And Termination.** At any time, upon forty-five (45) days prior written notice, provided all rentals, fees and assessments then due and owing have been fully paid and Lessee is not in default under this Lease, Lessee may relinquish this Lease to the City whereupon the Lease shall be terminated. Lessee shall not be entitled to a refund of any rentals or fees of any kind paid.
6. **Airport Development.** The City reserves the right to further develop the Airport as it sees fit, without unreasonable interference or hindrance from Lessee.
- a. **Reasonable Substitute to be Provided.** In the event such development interferes with the Lessee's customary use of the Airport for business purposes, the City shall make available a reasonable substitute location or process.
- b. **Eminent Domain Rights.** If the physical development of the Airport requires the relocation, removal or alteration of Lessee's business from the Airport, the City has the right to condemn the business area wholly under the City's eminent domain rights.
- c. **Notice of Total Taking.** In the case of a total taking by the City of the areas authorized for use by this Lease, the City will provide a minimum of ninety (90) days notice of such impending action. In the event of such a total taking, Lessee's obligation to pay rent and other charges shall terminate on the date of the taking.
- d. **Actions in the Event of Total Taking.** In the case of a total taking, both parties hereto agree that the value of this Lease shall be declared to be zero dollars (\$0.00).
7. **Destruction of Facilities.** If the Airport is so damaged by casualty, without Lessee's fault, so as to effectively constitute a total destruction of the Airport, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Lessee's fault, the City shall repair the damage with reasonable dispatch, and if the damage has rendered the Airport wholly untenable, the rent shall be apportioned until the damaged is repaired. In determining what constitutes reasonable dispatch, consideration shall be give to delays caused by strikes, adjustment of insurance, and other causes beyond the City's control.
8. **Scope Of Agreement.** This Lease incorporates all the previous and current agreements, covenants, and understandings between City and Lessee concerning the use of the Airport. However, any future regulation of the Airport by law, code, regulation or other instrument of law binding upon the Airport or any operation thereon shall also apply to the Lessee. This Lease does not incorporate or supersede any other Lease of real property for the exclusive use of the Lessee.
9. **Amendment.** This Facility Lease shall not be altered, changed or amended except by instrument in writing executed by the City and Lessee.

**EXHIBIT C****City of Las Cruces, New Mexico, International Airport. Additional Lease Conditions  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

10. **Only Signed Waivers Apply.** No waiver of any breach or default by a Lessee of any of the terms, conditions or covenants of the Lease shall be held to be a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in writing and signed by the City.
11. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
12. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport. This subordination includes, but is not limited to the following:
- a. **When Required to Obtain Federal Funding.** Conditions precedent to the expenditure of federal funds for the development of the Airport.
  - b. **During Time of War or National Emergency.** The City may transfer of the landing area, or any part thereof, to the United States for military or naval use during times of war or national emergency.
13. **Indemnify the City.** Lessees shall save and hold harmless, indemnify and defend the City of Las Cruces, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of, or alleged to arise out of, or indirectly connected with the negligent operations of the Lessee under this Lease, or arising out of the presence at the place of business, or improvements thereto, of any agent, guest, customer, supplier, contractor or subcontractor of Lessee. The amounts of insurance maintained by the Lessee shall not be deemed a limitation on Lessee's agreement to indemnify the City. If the City becomes liable for Lessee's act in an amount in excess of the insurance, Lessee shall indemnify the City for the whole thereof.
14. **Right of Aircraft Operations.** The City hereby reserves a right of aircraft ground operations on and above the surface of the Airport, when conducted in accordance with the Federal Aviation Regulations, together with the right to cause such noise, odors and other disturbances as may be inherent in such operation.
15. **Reserved Water, Gas, Oil, and Mineral Rights.** The City reserves, subject to the BLM Patent all water, gas, oil, hydrocarbon and mineral rights in and under the surface of the Airport. However, the City shall not conduct any operations on the surface of the Airport for the exploration, development or recovery of the rights and substances reserved which would unreasonably interfere with the Lessee's use of the Airport.
16. **Easements and Right of Way.**
- a. **Existing Easements.** This Lease is subject to all existing rights-of-way or easements of record and all other Leases granted by the City to other parties at the Airport, and to those retained by the City.
  - b. **City's Right to Use Existing Easements.** The City retains the right to locate utilities as necessary on existing easements on the Airport.
  - c. **Easements to be Accessible.** Lessee shall leave any utility easements upon the Airport open and unobstructed. A perpetual easement and right-of-way for the construction, maintenance, removal and replacement of any and all utility lines, manholes, and related facilities through, over, across and under the Airport is hereby reserved for the benefit of the City.
  - d. **City's Right to Establish Easements.** The City may at any time and from time to time relocate, in whole or in part, any easement serving the Airport, provided that such relocation does not diminish or permanently interrupt the rights or operations of the Lessee nor increase the costs to be incurred by Lessee. The City may temporarily interrupt operations with respect to such Easements during the period of relocation, and the City agrees to restore the Airport to a condition substantially similar to the condition existing prior to any alterations thereto by the City.
  - e. **City's Right to Protect Aerial Approaches.** The City reserves the right to take such action as may be reasonably necessary to establish and protect aerial approaches to the Airport against obstruction, including the right to prevent persons from erecting or permitting to be erected any improvements on the Airport which would constitute a hazard to aircraft.

**EXHIBIT C**  
**City of Las Cruces, New Mexico, International Airport. Additional Lease Conditions**  
**PARCEL #25, WAYNE A. STEVENSON, LESSEE**

17. **Right to Perform Own Aircraft Servicing and Maintenance.** It is clearly understood by the Lessee that no rights or privileges have been granted which would prevent any legal person from performing any services that it may choose to perform on its own aircraft at locations reserved for such purposes. All such servicing, maintenance and repair shall be conducted in accordance with Federal Aviation Regulations and applicable law.
18. **Security and Safety.** Lessee will participate in the City's security and safety programs as they relate to the Airport.
19. **Airport Access.** Subject to the rules and regulations established by the City, the Lessee has the right of free access, ingress to and egress from those parts of the Airport authorized for the Lessee's use by this Lease. Such access also applies to the Lessee's employees, agents, patrons and invitees, its suppliers of materials and furnishings of services and its equipment, vehicles, and machinery. The City may, at any time, temporarily or permanently close or consent to the closing of any roadway or other right-of-way for such access, ingress, and any other area at the Airport or in its environs presently or hereafter used as such. In such a case, a means of access, ingress and egress reasonably equivalent to that formerly provided shall be substituted and concurrently made available.
20. **City's Right to Enter.** The City, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority, shall have the right to enter all parts of the premises at all reasonable hours to inspect the premises when reasonably required and as it may deem necessary or desirable.
21. **Operational Reports.** Lessee agrees to submit to the City, upon request by the City any report or reports or information regarding Lessee's operations at the Airport. The City agrees to receive from Lessee, upon request by Lessee, any reports the Lessee deems appropriate for the purpose of keeping the City informed of any operational problems and of any suggested improvements at the Airport.
22. **Automobiles and Other Vehicles.** The City reserves the exclusive right to control, by security gate, uniform driving regulations, or otherwise, all vehicular ingress and egress to, and operations on, the aircraft operating areas including but not limited to all taxiways, runways and ramp areas on the Airport.
- #25. **Attorney's Fees.** City and Lessee agree that if either is found by a court to have breached this Lease, reasonable attorney's fees and the cost of litigation may be recovered from the defaulting party.
24. **Paragraph Titles and Gender.** The titles given to the paragraphs in this document are inserted for reference purposes only and are not to be considered as forming a part of the document in interpreting its provisions. All words used in this document in any gender shall extend to and include all genders and in numbers when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

**EXHIBIT "D"**

City of Las Cruces, New Mexico, International Airport Design Standards  
PARCEL #25, WAYNE A. STEVENSON, LESSEE

**1. Design Standards.**

**a. Setbacks from Aircraft Operating Surfaces.** No above ground portion of any building nor any fences, landscaping, or walls taller than 24 inches shall be placed within twenty (20) feet of any taxiway.

**b. Landscaping.** All landscaping shall be designed to discourage the nesting and aggregation of birds and animals.

**c. Exterior Lighting.** Obstruction lighting shall be installed when required to meet FAA safety standards. Exterior illumination, including that in illuminated signs, shall never be angled above the horizontal, nor extend into flight patterns or other aircraft operating surfaces, unless designed and approved specifically for the purpose of aiding aircraft navigation or safety. Area lighting of buildings, vehicle parking areas and walkways shall be shielded so as not to shine above the horizontal, and shall not produce glare on adjacent streets, aircraft operating surfaces, or building sites.

**d. Off-Street Parking and Loading.** Off-street parking shall be required as per the City Zoning Code. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the Property.

**e. Utility Construction.** All utilities to be constructed at the Airport including water, wastewater, natural gas, telephone, electric and cable TV, shall be constructed underground from the point of service to the parcel or improvement thereon.

**f. Architectural Standards.**

(1) Improvements on parcels bordering the West Mesa Industrial Park, or fronting Crawford Boulevard, shall adhere to the West Mesa Industrial Park Overlay Zone.

**(2) Hangars.**

**a.** Stand-alone hangars (one single open bay) shall contain no less than 3,600 square feet of total floor area, including aircraft parking space capable of containing, with the entry door closed, an aircraft with a wingspan of 41 feet, a nose-to-tail length of 35 feet, and a tail height of 13 feet. The aircraft entry door shall open no less than 44 feet wide and 14 feet high.

**b.** Multiple bay hangars (T-Hangars and the like) shall have no fewer than five bays. Each bay shall be capable of containing, with the entry door closed, an aircraft with no less than the following dimensions: Wingspan of 37 feet, nose-to-tail length

**EXHIBIT "D"**

**City of Las Cruces, New Mexico, International Airport Design Standards  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

of 29 feet, and tail height of 11 feet. Each bay shall have an aircraft entry door which shall open no less than 40 feet wide and 12 feet high.

**c.** All hangars shall be commercial grade metal buildings, but shall be painted, or permanently colored by manufacture. Natural metal is not acceptable as a finish. Hangars shall have a reinforced concrete pad no less than four (4) inches thick as a floor, and weatherproof, closing aircraft entry doors, and be provided with electrical service. Each stand-alone or T-hangar building shall have water service, fire extinguishers and other protection required by the City Fire Code.

**d.** Each hangar shall have an emergency eyewash and shower for chemical accidents. For stand-alone hangars, this may be located inside or on the exterior of the hangar. For multiple-bay hangars, this emergency facility shall be mounted on the exterior of the hangar, and there shall be at least one clearly marked facility located on at least one end of the building.

**e.** All hangars shall be connected to the Airport's paved aircraft movement surfaces by a paved surface, matching the grade of the aircraft movement surface, and no less wide than the hangar's aircraft entry door, and of construction suitable for the type of aircraft hangared, but no less than two (2) inches of asphalt over a six (6) inch base course of 95% compaction, or four (4) inches of reinforced concrete.

**(3) Standards for Buildings fronting Zia Boulevard, Wingspan Drive, Gasoline Alley or Crawford Drive.**

**a.** The sides of all buildings facing any street shall be faced with concrete or brick masonry, stone, or other material approved by the City. The facing shall be to a minimum height of four (4) feet and extend across the full front of the building.

**b.** Those other sides of the building not facing streets shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings.

**h. Height of Buildings.** Buildings shall not exceed a height which penetrates the FAR Part 77 planar surfaces.

**i. Wind Resistance.** All buildings shall be designed to withstand winds of eighty-five (85) miles per hour.

**j. Aircraft Parking Areas and Aprons.** All aircraft parking surfaces shall be paved. Such surfaces shall be either reinforced concrete of no less than four (4) inches in thickness, or asphalt of no less than two (2) inches of asphalt with six (6) inches of base course with 95% compaction.

**EXHIBIT "D"**  
**City of Las Cruces, New Mexico, International Airport Design Standards**  
**PARCEL #25, WAYNE A. STEVENSON, LESSEE**

**k. Minimum Improvement Areas.**

(1) Each parcel adjoining the aircraft operating surfaces upon which buildings are to be constructed, shall be developed so that the buildings cover no less than 36% of the parcel.

(2) Each parcel upon which aircraft parking areas are to be established shall be developed so that those surfaces cover no less than 75% of the parcel, including that area upon which buildings are constructed. In addition, all such aircraft parking areas shall be connected to the established aircraft movement areas with a taxiway or direct abutment no less than 40 feet wide and constructed to the same standards as the apron.

**l. Limit Erosion.** The City encourages all Lessees or Tenants to limit grading and clearing activities on a site to the actual physical area planned for facility development, to limit soil erosion and blowing sand and dust.

**m. Seasonal Restrictions.** The City may, in the approval of the building and site permits, impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impacts.

**2. Maintenance.**

**a. Orderliness.** Lessees and Tenants shall keep and maintain the buildings, structures, parking areas, landscaping, signs and other improvements to the Airport under their care or control in an orderly and well maintained condition.

**b. Blowing Dust to be Controlled.** All areas of disturbed earth not in landscaped areas shall be maintained with ground cover plants and grasses to reduce blowing dust.

**c. Outside Storage and Trash.** All rubbish, trash, garbage, debris and other wastes, all loading docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment shall be stored at the side or rear of the building and the improvements with which same are associated. All such storage shall be screened from public view or from a view from adjacent buildings in a manner approved in writing by the Airport Manager. Screening materials shall be maintained in a sound and sightly condition and be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored but in no event less than four (4) feet in height.

**EXHIBIT "D"**

**City of Las Cruces, New Mexico, International Airport Design Standards  
PARCEL #25, WAYNE A. STEVENSON, LESSEE**

d. **Hazardous Materials.** All storage of toxic or hazardous materials and waste will be in accordance with environmental statutes and regulations, and shall be protected from inadvertent public access (by fencing, under lock and key, etc.).

e. **Security.** When a parcel or proposed improvement is located in such a position as to form the boundary of a legally required safety or security perimeter, the Lessee may be required to construct and maintain the required barrier. The lessee shall permit the City to construct any such barrier without interference.

3. **Temporary Structures.** No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Airport Manager. All temporary structures used for construction purposes must receive approval by the Airport Manager with regard to location and appearance. All such buildings shall be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by these standards.

# AIRPORT FEE AND CHARGES SURVEY

Category	\$2.50/landing	\$3.50/day	\$0.30/M lbs	\$0.50/M lbs	\$0.30/M lbs	\$0.90/M lbs	\$0.30/M lbs	\$0.90/M lbs	N/A
- Commercial Aircraft: (18,500 lbs or less, no ARFF required)			N/A						N/A
- Commercial Aircraft: (>18,500 lbs, <30 pax, no ARFF required)	\$5.00/landing	\$0.20/M lbs	N/A	\$0.50/M lbs	\$0.30/M lbs	\$0.90/M lbs	\$0.30/M lbs	\$0.90/M lbs	N/A
- Commercial Aircraft: (>30 pax, and/or requiring or requesting ARFF)									
-- Landing Fee	\$100.00/landing	\$0.30/M lbs	N/A	\$0.50/M lbs	\$0.30/M lbs	\$0.90/M lbs	\$0.30/M lbs	\$0.90/M lbs	N/A
-- Apron Use Fee (if remaining more than 2 hours)	\$100.00/24-hrs	N/A	N/A	\$0.50/M lbs	\$0.30/M lbs	N/A	OT-labor	N/A	N/A
-- Fire Department Standby	\$100.00/hour	N/A	N/A	\$0.50/M lbs	\$0.30/M lbs	N/A	OT-labor	N/A	N/A
-- Terminal Use Fee	\$100.00	N/A	N/A	N/A	N/A	N/A	OT-labor	N/A	N/A
- Super flight processing-charter flights only)									
- Residents including full service FBOs:	2% Gross Rcpts.	2%	\$300 Base	\$200/mo.*	5%	5%	N/A	2%	N/A
- Through the fence when similar services are available from a resident: if more than 4 days: if more than 10 weeks:	\$25.00/day \$100.00/week \$1,000.00/year	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	5% 5% 5%	5% 5% 5%	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A
- Through the fence when similar services are not available from a resident: if more than 4 days: if more than 5 weeks:	\$5.00/day \$20.00/week \$125.00/year	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	5% 5% 5%	5% 5% 5%	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A
- <b>Yes</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>

\* This includes office space.

# AIRPORT FEE AND CHARGES SURVEY

- Tie-down (wingspan of < 45 ft) - Overnight: Monthly: Annually:	\$5.00 \$25.00 \$275.00	N/A N/A N/A	\$2.50 \$25.00 N/A	N/A N/A N/A	N/A N/A N/A	\$4.50 \$30.00 \$360.00	N/A N/A N/A
- Tie-Down (wingspan of >45 ft) - Overnight: Monthly: Annually:	\$10.00 \$50.00 \$0.075/sf	N/A N/A N/A	\$4.00 \$40.00 N/A	N/A N/A N/A	N/A N/A N/A	\$8.50 \$50.00 \$600.00	N/A N/A N/A
- Tie-Down (gross wt 0-99,000): - Tie-Down (gross wt 99,000-200,000): - Tie-Down (gross wt 200,000-800,000):	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	\$50/mo. \$125/mo. \$225/mo.	N/A N/A N/A	N/A N/A N/A
- Sunshade (wingspan of < 45 ft) - Overnight: Monthly: Annually:	\$10.00 \$50.00 \$550.00	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A
- Sunshade (wingspan of >45 ft) - Overnight: Monthly: Annually:	\$20.00 \$100.00 \$1,100.00	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A
- Tie-down rented by an FBO:	\$12.50/month	N/A	N/A	N/A	N/A	\$22.50	N/A
- Parking apron rented by an FBO:	\$0.05/sq.ft.per yr.	N/A	N/A	N/A	N/A	N/A	N/A
- One-time closing and processing fee:	\$500.00	N/A	N/A	N/A	N/A	N/A	N/A
- Unimproved Land: (no taxiway or paved street access within 100 ft) - Land with Taxiway or paved street access within 100 feet:	\$0.0625 \$0.075	N/A N/A	\$0.08 \$0.08	N/A N/A	\$0.08/priv. \$0.04/comm. \$0.08/priv. \$0.04/comm.	\$0.10 \$0.14	\$0.072 \$0.072

# AIRPORT FEE AND CHARGES SURVEY

Question	Response	Rate	Response	Rate	Response	Rate	Response	Rate	Response	Rate	Response	Rate	Response	Rate	Response	Rate	Response	Rate	
- Land within the Fuel Farm:		\$0.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15.50>600 gal. \$10.00<600 gal.
- Do you differentiate between private and commercial lease rates?	YES		NO	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	N/A
- Does lease include land for set-back areas, parking lots, storage areas, etc.?	YES		YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	N/A
- Terminal Building Counter Space:		\$10.00/sq ft	N/A	\$750/mo.	N/A	\$50/mo.	N/A	\$9.33	YES	\$9.33	NO	\$9.33	NO	\$9.33	NO	\$9.33	NO	\$9.33	\$16.50
- Office Space in City-owned Ofc. Bldg. & Terminal:		\$10.00/sq ft	N/A	\$750/mo.	N/A	\$100/mo.	N/A	\$9.33	YES	\$9.33	NO	\$9.33	NO	\$9.33	NO	\$9.33	NO	\$9.33	\$16.50
- Operations, Storage Space, Baggage Claim Areas:		\$10.00/sq ft	N/A	N/A	N/A	N/A	N/A	N/A	YES	N/A	NO	N/A	NO	N/A	NO	N/A	NO	N/A	\$16.50
- Kiosk Space in Terminal:		\$75.00/month	N/A	N/A	N/A	N/A	N/A	N/A	YES	N/A	NO	N/A	NO	N/A	NO	N/A	NO	N/A	\$35/mo.
- Airport Advertising:		\$25.00/month	N/A	N/A	N/A	\$50/mo.	N/A	\$15/mo.	YES	\$15/mo.	NO	\$15/mo.	NO	\$15/mo.	NO	\$15/mo.	NO	\$15/mo.	N/A
- Do you have automatic adjustments?	YES		NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES
- Fuel Flowage:		2% time & mileage	\$0.01/gal	\$0.02/gal	\$0.04/gal	\$0.04/gal	\$0.04/gal	\$0.04/gal	YES	\$0.04/gal	NO	\$0.04/gal	NO	\$0.04/gal	NO	\$0.04/gal	NO	\$0.04/gal	\$0.03/gal
- Rental Car Operations - Fixed Fee:			N/A	N/A	\$93/mo.	\$93/mo.	\$93/mo.	\$93/mo.	YES	\$93/mo.	NO	\$93/mo.	NO	\$93/mo.	NO	\$93/mo.	NO	\$93/mo.	\$10/mo.*
- Percentage Fees:			N/A	N/A	5%	5%	5%	5%	YES	5%	NO	5%	NO	5%	NO	5%	NO	5%	9%
- Snack Bar/Restaurant:			N/A	N/A	G.R.	G.R.	G.R.	G.R.	YES	G.R.	NO	G.R.	NO	G.R.	NO	G.R.	NO	G.R.	3.5% of gross repts.
- Other Concessions:		2% - candy	N/A	N/A	N/A	N/A	N/A	N/A	YES	N/A	NO	N/A	NO	N/A	NO	N/A	NO	N/A	N/A

\* \$10/mo. Per excess parking space.

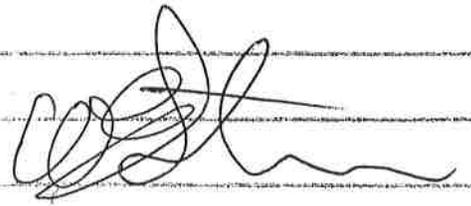
ATTACHMENT "B"

AIRPORT MANAGER May 16 2013  
LAS CRUCES AIRPORT

CHERYL: I have recently agreed to sell my hangar parcel 25 to Mr James Salopek 5090 Snow Rd. Las Cruces 88005. I therefore wish to assign the lease to Mr. Salopek. You will have all his information in your files, since he already owns a hangar on Las Cruces Airport.

Wayne Stevenson

SSRS Holding, LLC  
3471 Mesilla Dam Rd  
LC NM 88005



## ATTACHMENT "C"

**AIRPORT ADVISORY BOARD MEETING**  
**City of Las Cruces, New Mexico**  
**June 20, 2013**

Members Present: Val Maltese, John Muir, Joe Dearing, Jerry Leyendecker, Dennis Zaklan,

Members Absent: Robert Wood, Barry Flesher

Others Present: Cheryl Rodriguez, Airport Manager; Susan Pfeiffer, Airport Administrative Assistant; Ted Sweetser, LCFD; Marty Ditmore, EAA/Hangar owner; Nathan Wilcox, Lynco Flight Services; Doug Newton, Aero Newton; Hal Kading.

**CALL TO ORDER:**

Airport Board Vice Chairman, John Muir, called the meeting to order at 12:30 p.m. in the Airport Conference Room; and a quorum was noted.

**APPROVAL OF MINUTES:**

Mr. Muir asked if there were any corrections to the minutes, and if not for a motion to approve the minutes of the May 16, 2013 Board meeting. Mr. Zaklan moved, seconded by Mr. Dearing, to approve the minutes as submitted; motion carried unanimously.

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**Review and Consideration of Assignment of Land Lease:** Mrs. Rodriguez stated that she had received a letter from Mr. Wayne Stevenson requesting an assignment of lease for Parcel 25 located at 715 Leonard Bryan to James Salopek. She said that Mr. Salopek would assume all terms of the current lease, and that the hangar would be used for the storage of aircraft. Mrs. Rodriguez stated that Mr. Salopek has Parcel 23 that he also leases from the City and has always been current with his payments. Mr. Dearing moved, seconded by Mr. Zaklan to recommend approval of the assignment of lease from Mr. Wayne Stevenson to Mr. James Salopek ; motion carried with all members present voting in favor.

**Airport Manager's Report:** Mrs. Rodriguez read the following Manager's Report:

**Fuel Farm Rehabilitation:** Construction plans and bid documents at 100% completion will be submitted to the City on or near June 21, 2013 for final review. The Fire Marshal's office has been working closely with Delta and Argus on plan review. Delta will facilitate the bid process on behalf of the City of Las Cruces. The bid process is anticipated to last 30 days.

Airport administration sent a letter to NMED requesting an official extension to the July 1, 2013 compliance date for above ground storage tanks. Staff requested an extension

## AIRPORT ADVISORY BOARD MEETING MINUTES – MAY 16, 2013

### Page 2

through December 31, 2013 and outlined the process to get the fuel farm into compliance. Staff is waiting to hear back from NMED.

**Taxiway Alpha Re-seeding Project:** CF Jordan will return to the airport the week of July 15, 2013 to re-seed the areas adjacent to Taxiway Alpha with the exception of three small areas on the southwest side of Taxiway Alpha near the T-hangars. Airport administration will remove topsoil from this area and place millings. The airport has already invested approximately \$1,500 to strip the area with the edge line markings to prepare for millings.

**RV Fly-in:** Airport administration was contacted by representatives of “Lots of Experimentals (LOE)” to initiate planning steps to determine if our airport would host the annual RV Fly-in the weekend of October 4-6, 2013. This event is a charity event that would benefit the Mesilla Valley Community of Hope and the Lee & Beulah Moor Children’s Home. The fly-in was held at our airport many years ago. In previous year, the City of Weatherford, Oklahoma has hosted the event. Airport administration informed the representatives that Las Cruces can host the event. If an Advisory Board member would like to be the liaison from the Airport Management office and work with this group, please let me know.

**Hangar Inspections:** Airport administration and representatives from Fire Station 7 and the Fire Marshal’s office are planning to resume the annual hangar inspections late this summer or early fall. Last summer representatives focused on the T-hangars located at the west end of the airport. Staff is proposing to start hangar inspections with the hangars located at the east end of the airport and end with inspections of the T-hangars. Letters will be sent out to the tenants in a timely manner.

**Area Fuel Prices:** Source [www.airnav.com](http://www.airnav.com); Fuel prices w/in 65 miles of LRU within last 30 days

Airport	100LL (May 16, 2013)	100LL (June 20, 2013)	Jet A (May 16, 2013)	Jet A (June 20, 2013)
	\$5.50-\$7.12 Average \$6.15	\$5.90-\$7.04 Average \$6.22	\$4.90-\$6.78 Average \$5.62	\$4.90-\$6.50 Average \$5.58
Las Cruces	\$6.22	\$6.22	\$5.67	\$5.67
Dona Ana County	\$5.84	\$5.95	\$5.29	\$5.29
Deming	\$5.90	\$5.90	\$4.90	\$4.90
Alamogordo	\$6.40	\$6.50	\$5.24	\$5.33
T or C	\$5.90	\$5.90	\$5.53	\$5.53

Mrs. Rodriguez was asked if the RV Fly-In could be combined with the “Let’s Fly Las Cruces” open house event later on in October? Mrs. Rodriguez responded that they would not be able to combine the two events because the RV Fly-in was a charity event. The Board was in full agreement to host the RV Fly-in, and Mr. Doug Newton gave a brief

**AIRPORT ADVISORY BOARD MEETING MINUTES – MAY 16, 2013**  
**Page 3**

history on past RV Fly-ins at our airport and stated that the last event at 243 RVs participate in the event from all around the country.

**OTHER BUSINESS:**

Mrs. Rodriguez stated that Economic Development Administrator Christine Logan could not be present today, but wanted the Board to know that the Border Zone was being expanded to fifty-five (55) miles, and that would be good for business in Las Cruces.

Mr. Dearing asked if Mrs. Rodriguez had a chance to ask Mr. Kading how he came up with his fuel prices? Mr. Kading was present and responded that as a private business owner he has to make a profit. He stated that some of the airports mentioned in the Manager's Report, and others in the state are operated by their City and can lower their prices to get pilots to fly in. Mr. Kading stated fuel costs at other airports that were not mentioned in the report. Mr. Dearing said that we need to work on being competitive with our fuel prices; that it was important for our airport. Mr. Leyendecker stated that the Dona Ana Airport does not make a profit on their fuel sales; they sell it for what they pay for it. Mr. Muir asked if we could discuss this issue with the County, because it created an unfair advantage. Mrs. Rodriguez stated that the Board could revisit our fuel flowage fees when the new Fuel Farm is built and how the Fuel Farm is operated.

**PUBLIC COMMENT:** N/A

With no further business to conduct, the meeting was adjourned at 1:03 PM.

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Chair

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Recording Secretary