

BUSINESS PLAN AND PRO FORMA MODEL
AIRCRAFT HANGARS
MONTGOMERY COUNTY AIRPARK, GAITHERSBURG, MARYLAND

by
Richard Fenati

A practicum thesis submitted to Johns Hopkins University in conformity with
the requirements for the degree of Master of Science in Real Estate

Baltimore, Maryland
September, 2010

2010 Richard Fenati
All Rights Reserved

Table of Contents

<u>Section</u>	<u>Page</u>
Executive Summary	1
Project Overview	1
Company Overview	1
Montgomery Airpark Overview	1
Location and Features	1
Pre-Development	2
History of the Development of Montgomery Airpark	3
Typical Hangars	3
Background of T Hangars at Montgomery Airpark	3
Market Analysis	5
National, State and Local Market Trends	5
Existing inventory and rental costs for hangars at Montgomery Airpark	7
Montgomery Airpark Hangar Demand	8
Tie-down spaces available at Montgomery Airpark	8
Comparison of Montgomery Airpark with nearby airports including distance and car travel time to neighboring airports	9
Neighboring Airports with hangars including the number of quantity and rental rate	10
Project Selections	11
Airport Development Considerations	13
Zoning	13
County Project Approval	14
County Permits	15
Neighbor Opposition	15
Development considerations unique to Options 1 and 2	16
Development considerations unique to Option 3	16
Development / Construction costs	19
Scheduling for each option	19
Financial modeling for each option	20
FAA Grants	20
Private Financing	20
Rental Change	21
Development Selection	21
Sensitivity Analysis	21
Varying Interest Rate	21
Varying Occupancy	22
Varying Exit Cap Rate	22
Varying Time	22
Varying Rental Rates	23
Risk Management	22
Regulatory Risk	23
Financing Risk	24
Interest Rate Risk	24
Pricing Risk	24
Conclusion	24
Sources	25
Index of Graphics	26
List of Attachments	27

Executive Summary

Project Overview

Showroom Developments, LLC studied three options for a land lease to construct or renovate and lease hangar space at the Montgomery Airpark in Gaithersburg, MD. Montgomery Airpark is the closest Maryland airport to Washington, DC, Bethesda, Rockville and Gaithersburg, MD. Montgomery Airpark is also convenient to the Shady Grove Metro station.

Option 1: At the southern end of the airport, re-skin five existing hangar rows, run power to five hangars, create drainage relief for a natural spring that exists between two of the rows of hangars and construct a new hangar row including power. Option 1 will have a 17 month development timeline with the first new hangar coming on line in August 2011 the remainder re-skinned hangars following, one every two months on a rolling basis.

Option 2: At the southern end of the airport, demolish five existing hangars rows, create drainage relief for a natural spring that exists between two of the rows of hangars and construct a new hangar row. All new hangars will have power. Option 2 will have a 22 month development timeline with the first new hangar coming on line in August 2011 the remainder following, one every four months on a rolling basis.

Option 3: At the northern end of the airport, construct five new box hangars including utilities brought from offsite. Option 3 will have a two year development timeline with the new hangars coming on line in October 2012.

Showroom Developments has chosen to abstain from all three options at this time. Financial models for all scenarios show no profit during the financing period, which will be equal to the land lease time. A possible option to keep the project moving forward would be trying to negotiate a longer land lease.

Company Overview

Showroom Developments, LLC is a new private developer that focuses on development, leasing and property management of hangars at general aviation airports. The principal of Showroom Developments has extensive airport experience with projects such as the construction of Lan Chile's and FinAir's cargo handling facilities and offices at Miami International Airport (MIA), Lufthansa's air cargo facility and office at John F Kennedy Airport (JFK) and the Coca-Cola Corporate hangar at Fulton County Airport (FTY).

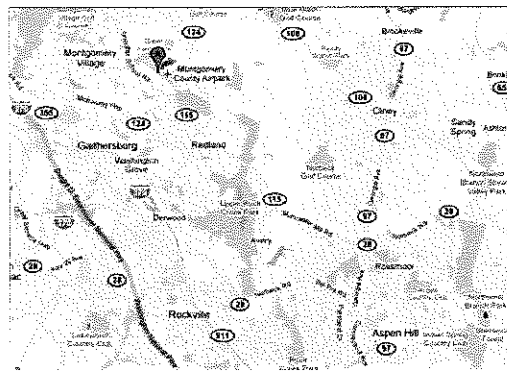
Montgomery Airpark Overview

Location and Features

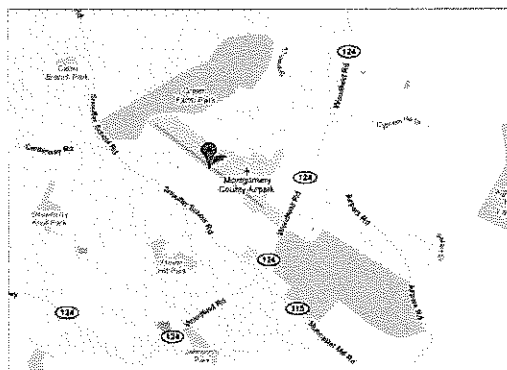
The Montgomery Airpark is located 20 miles northwest of downtown Washington, DC, 2.5 miles north east of downtown Gaithersburg, MD and 5.8 miles due north of downtown Rockville, MD. The airport property is accessed via Airpark Rd off of Woodfield Rd. The airport is bordered by Green Farm Park to the northwest, an industrial park, accessed via Muncaster Mill Rd. to the southwest, Woodfield Rd and nursery to the southeast and an industrial park also accessed via Airpark Rd. to the northeast. Further out from the airport in all directions are single family, residential neighborhoods.



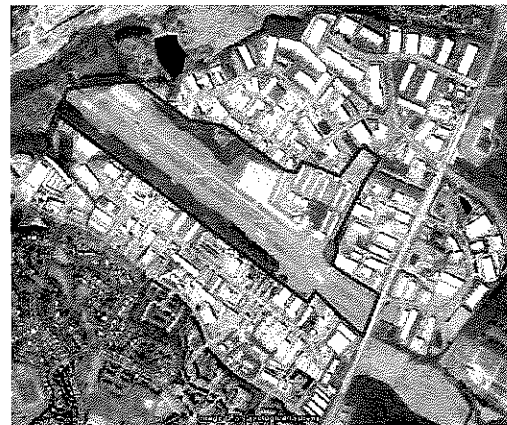
Montgomery Airpark in relation to region



Montgomery Airpark in relation to towns



Montgomery Airpark location



Montgomery Airpark's property lines.

Montgomery Airpark contains a single, 4,201' x 75' runway, oriented northwest to southeast and is sloped downhill to the northwest. The runway is long enough to allow for many types of turboprop and business jets to take off and land. The runway has three approved instrument approaches and is designated as a reliever airport to Washington-Reagan airport. The terminal building contains a flight school, restaurant and office space. There is additional office space at various hangars. The airport is also home to five flying clubs, two flight schools, an air-taxi service, an FAA designated examiner and two FAA certified repair shops.

Pre-development

In 1958, the report that was made for the President for the location of what is now Dulles Airport, the site where Montgomery Airpark now stands was the number two location.² In the late 1950s Congressional Airport was closed to make way for commercial development. Congressional Airport used to exist on the site that is now Congressional Shopping Center on Rockville Pike in Rockville, MD. At that time there were no paved airports in Montgomery County, MD and College Park Airport in Prince Georges County was on the brink of closure.

¹ Google Earth. Retrieved August 7, 2010 image of Montgomery Airpark. Website: http://maps.google.com/maps?ftr=earth.promo&hl=en&utm_campaign=en&utm_medium=ha&utm_source=en-ha-na-us-bk-3dmfe&utm_term=google%20earth

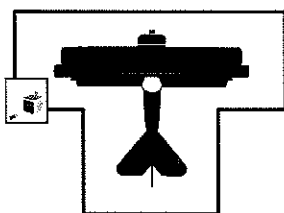
² History of Montgomery County Airpark (undated) [Brochure] by William E. Richardson.

History of the development of Montgomery Airpark

There had been numerous county and federal surveys to determine a location and feasibility of a public airport in Montgomery County. In 1958 Montgomery County budgeted \$250,000 and the State of Maryland budgeted \$125,000, all to be matched by the FAA but the County and State funds were not appropriated and the federal funds were lost.³

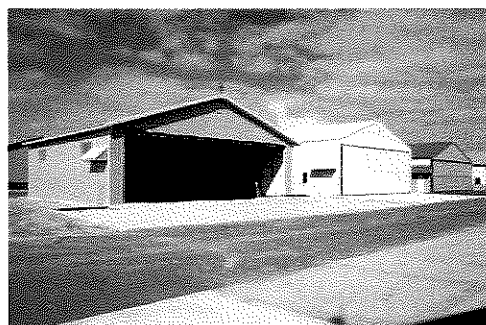
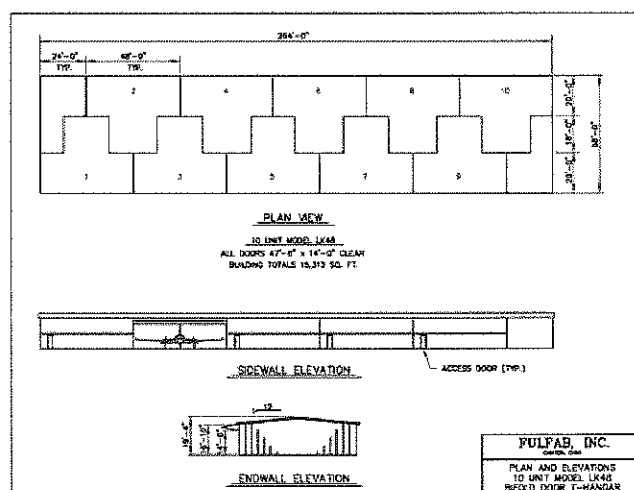
William Richardson, a private real estate developer and pilot, took an option on 388 acres of farm land and petitioned the county authorities to approve a zoning special exception for 228 acres to become an airport with the remaining, surrounding, 160 acres to become an industrial area. Richardson agreed that once the airport was constructed, he would sell the airport to the county for \$1 in turn for the county agreeing to lease the airport back to him for 99 years with a rental equivalent to the taxes that would normally be collected on the buildings only plus 20% and that Richardson would maintain the facilities at his expense. Half of the rent the county collected was to be used for improvements and maintenance to the airport and the other half was to be used for Montgomery County's administration of the airport.⁴

Typical Hangars



The two main type of hangars constructed at general aviation airports at 'T' hangars and box hangars.

These are called 'T' hangars because of their shape, that fit most general aviation airplanes, resembles the letter T. Typically the Ts are nested within each other to form a row of T hangars as can be seen in the Fulfab, Inc. design on this page. T hangars have been fairly standardized to have openings of either 42', 44' or 48'. See Attachment A for additional dimensioned T hangar row drawings by Fulfab Inc.



Hangars for larger planes or groups of planes, such as used for transient aircraft or a maintenance facility, are often box hangars. An example of this is the box hangar shown here by the Cleary Building Corp. of Verona, WI. Box hangars can be custom built to the size needed by the user.

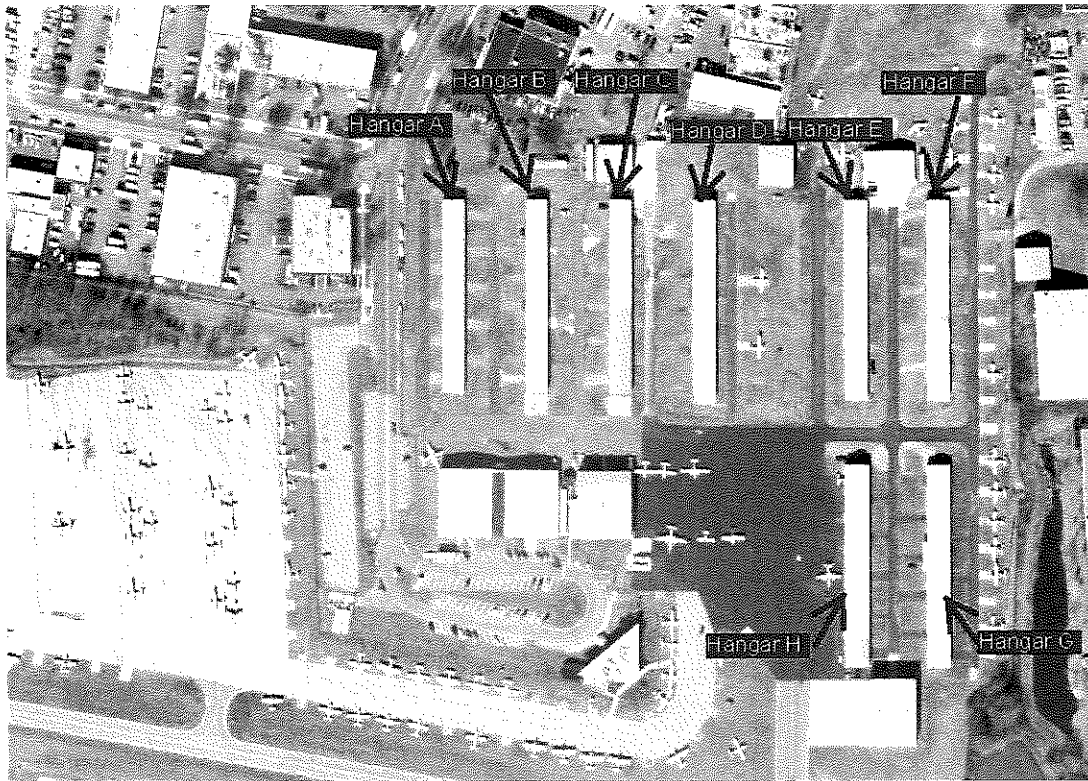
Background of T Hangars at Montgomery Airpark

The original T hangars constructed at the south east portion of Montgomery Airpark were timber framed with uninsulated, corrugated metal exterior walls, roofs and doors. The doors are three partition, horizontal sliding,

³ History of Montgomery County Airpark (undated) [Brochure] by William E. Richardson.

⁴ History of Montgomery County Airpark (undated) [Brochure] by William E. Richardson.

manual doors. The floors of the hangars were crushed stone and there were no divider walls between hangars. Hangars did not have power available to them when constructed but power had been installed since.



Various Licensees have made a mishmash of improvements to the hangars since original construction. Some of the improvements are divider walls, man-doors, ceilings to keep avian waste off of their airplanes and solar panels on the roof. Some of the floors have been poured in concrete, others laid asphalt or concrete pavers, but some remain crushed stone. There is a natural spring at the northeast end of Hangar D that due to the grade of the site keeps the ground moist under Hangar D and between Hangars C and D.



Current view of Hangar row C



Current view of Hangar Row A

In 1989 Aviation Facilities Corporation approached the airport to purchase a 21 year lease year on Hangar rows A through F with the intent of managing and renovating the hangars to modern standards.

Aviation Facilities Corporation leased the land from Freestate Aviation. Freestate, as mentioned above, is leasing the land from the Montgomery County Revenue Authority per the original development agreement. Tenants typically leased the hangars from Aviation Facilities Corporation for a year and thereafter on a month to month basis. An example of an Aviation Facilities Corporation Lease can be seen in Attachment B. Hanger Row A was renovated, including electrical upgrades, vertical bi-fold, electrically activated hangar doors containing two man-doors each. But after Hangar row A, the renovations stopped. During Aviation Facilities Corporation's tenure there was a fire destroying the proximal half of Hangar row C and there was a problem with the electrical transformer serving the Hangars. Due to a disagreement between Aviation Facilities Corporation and the power company, hangars B through F have been without power since. Aviation Facilities Corporation's land lease expired at the end of July 2010.

Market Analysis

National, State and Local Market Trends

The FAA's forecast of the active general aviation fleet indicates an increase in general aviation aircraft from 229,699 in 2010 to 278,723 in 2030. This represents a 21.3% increase in the fleet over that time or an annualized growth rate of 1.1%. Knowing the quantity of general aviation planes in Maryland and at Montgomery Airpark in 2008 and applying national trends for Maryland's and Montgomery Airpark's fair share yields 619 new aircraft in Maryland and 36 new aircraft to be base at Montgomery Airpark by 2030.

Active General Aviation Fleet

	National General Aviation Fleet	%Change Year over Year	Total Maryland Fleet	Maryland % of total	Aircraft based at Montgomery Airpark	Montgomery Airpark % of MD
Historical*						
2008	228,668		2885	1.26%	169	5.86%
2009	229,149	0.21%	2891	1.26%	169	5.86%
Forecast						
2010	229,699	0.24%	2898	1.26%	170	5.86%
2011	231,581	0.82%	2922	1.26%	171	5.86%
2012	233,642	0.89%	2948	1.26%	173	5.86%
2013	235,746	0.90%	2974	1.26%	174	5.86%
2014	237,577	0.78%	2997	1.26%	176	5.86%
2015	239,522	0.82%	3022	1.26%	177	5.86%
2016	241,369	0.77%	3045	1.26%	178	5.86%
2017	243,267	0.79%	3069	1.26%	180	5.86%
2018	245,153	0.78%	3093	1.26%	181	5.86%
2019	247,206	0.84%	3119	1.26%	183	5.86%
2020	249,440	0.90%	3147	1.26%	184	5.86%
2021	251,888	0.98%	3178	1.26%	186	5.86%
2022	254,404	1.00%	3210	1.26%	188	5.86%
2023	257,026	1.03%	3243	1.26%	190	5.86%
2024	259,812	1.08%	3278	1.26%	192	5.86%
2025	262,772	1.14%	3315	1.26%	194	5.86%
2026	265,658	1.10%	3352	1.26%	196	5.86%
2027	268,688	1.14%	3390	1.26%	199	5.86%
2028	271,877	1.19%	3430	1.26%	201	5.86%
2029	275,210	1.23%	3472	1.26%	203	5.86%
2030	278,723	1.28%	3517	1.26%	206	5.86%
			619	New aircraft in MD	36	New aircraft based at Montgomery Airpark

* Source: 2000-2008, FAA General Aviation and Air Taxi Activity (and Avionics) Surveys.

Active Pilot Population

			Total Maryland Pilots	Maryland % of total	Total Pilots based at Montgomery Airpark	Montgomery Airpark % of MD (Note 2)
US NATIONAL ACTIVE PILOTS		% change year over year				
Historical*						
2009	594,285		7882	1.33%	462	5.86%
Forecast						
2010	585,645	-1.45%	7767	1.33%	455	5.86%
2011	580,947	-0.80%	7705	1.33%	451	5.86%
2012	582,311	0.23%	7723	1.33%	452	5.86%
2013	582,105	-0.04%	7720	1.33%	452	5.86%
2014	585,575	0.60%	7766	1.33%	455	5.86%
2015	588,155	0.44%	7801	1.33%	457	5.86%
2016	592,705	0.77%	7861	1.33%	460	5.86%
2017	596,545	0.65%	7912	1.33%	463	5.86%
2018	600,385	0.64%	7963	1.33%	466	5.86%
2019	603,675	0.55%	8007	1.33%	469	5.86%
2020	607,265	0.59%	8054	1.33%	472	5.86%
2021	610,495	0.53%	8097	1.33%	474	5.86%
2022	613,855	0.55%	8142	1.33%	477	5.86%
2023	618,305	0.72%	8201	1.33%	480	5.86%
2024	622,705	0.71%	8259	1.33%	484	5.86%
2025	628,195	0.88%	8332	1.33%	488	5.86%
2026	634,225	0.96%	8412	1.33%	493	5.86%
2027	640,765	1.03%	8498	1.33%	498	5.86%
2028	648,195	1.16%	8597	1.33%	504	5.86%
2029	656,215	1.24%	8703	1.33%	510	5.86%
2030	664,775	1.30%	8817	1.33%	516	5.86%
			1050	New Pilots in MD	61	New Pilots at Montgomery Airpark

* Source: FAA U.S. Civil Airmen Statistics.

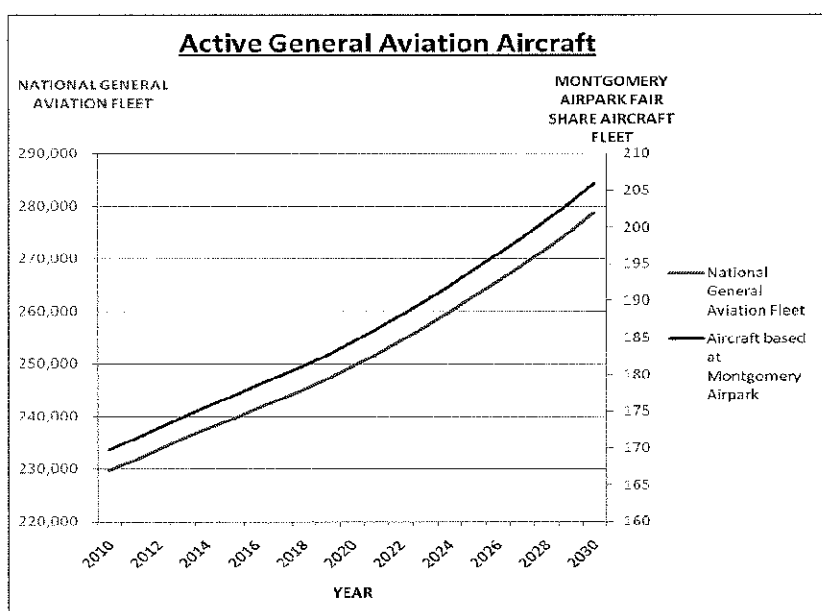
Note:

- 1) An active pilot is a person with a pilot certificate and a valid medical certificate.
- 2) % of pilots at Montgomery Airpark based on % aircraft at Montgomery Airpark to Maryland

For more graphic representation of Pilot and General Aviation forecast data, see Attachment C & V.

Existing inventory and rental costs for hangars at Montgomery Airpark

There are 80 'T' hangars at Montgomery Airpark, 4 Large Box hangars and 3 Small Box hangars. The T hangars rental rates are dependent on the availability of Power. The hangars without power rent at \$300 per month, while the



hangars with power rent for \$575 per month, which includes the cost of power. The Box hangars are negotiated individually.

Montgomery Airpark Hangar Demand

Currently at Montgomery airpark all hangars are full and there are 10 people on the waiting list for hangars. Half of the people on the waiting list have airplanes too large to fit into a standard T hangar and therefore would require a box hangar. One of the options we will explore will satisfy the need for the larger hangar space.

After the September 11th terrorist attacks, use of the airspace surrounding Montgomery Airpark, due to its proximity to the Nation's Capital, was saddled with additional requirements. The new airspace requirements are called the Special Flight Rules Area (SFRA). While the additional requirements for using the SFRA were not onerous, the penalties for making a mistake were severe and the FAA was required to prosecute 100% of the infractions even if the violation was due to a simple mistake. Several pilots at Montgomery Airpark relocated their planes outside of the SFRA to other airports such as Frederick, MD, which remained free from the additional navigation requirements.

Since September 11th many pilots in the DC area have become comfortable with navigation in the SFRA. To many of these pilots this airspace is seamless.⁵ Hangar availability at Montgomery Airpark may be able to convince some of these pilots to relocate their planes back to Montgomery Airpark.

Pilots come from all walks of life, though flying is not an inexpensive activity. Many pilots think of the airport as their country club. They worked hard for their pilot certificates and ratings and paid a lot for their airplanes; they want a nice place to keep them. Montgomery Airpark is a tired looking airport. Many of the T hangars do not have a paved floor and give the appearance of a shack rather than a showroom garage. New or hangars renovated to modern standards have more of appeal to airplane owners than the worn-out hangars presently at Montgomery Airpark.

Tie-down spaces available at Montgomery Airpark

Aircraft owners are not required to keep their airplanes in hangars. There are 175 open air tie-down spots available at Montgomery Airpark which range in price from \$98 per month to \$145 per month. The monthly rental price of a tie-down spot is dependent on the size of the aircraft and whether or not the tie-down space is paved or in the grass. There are 135 paved tie-down spaces which are 20.7% vacant. There are 40 grass tie-down spaces which are 87.5% vacant.

Many of the paved tie-down spaces are occupied by fleets of two to four seat, single-engine planes owned by the flying clubs, the flight school and the charter service at the airport. These planes fly often, many times daily, so it makes sense for the users of these planes to be able to access these planes quickly.

Of the occupied grass tie-down spots, many of the planes are in poor condition. Some of these planes have not been flown in years.

⁵ Congressional Flying Club at Montgomery Airpark, personal communication, July 6, 2010. Inn Flying Club at Montgomery Airpark, July 8, 2010. Civil Air Patrol squadron at Frederick Municipal Airport, personal communication, July 13, 2010.

Comparison of Montgomery Airpark with nearby airports including distance and car travel time to neighboring airports

Airport	GAI - Montgomery Airpark	CGS - College Park, MD	W00 - Freeway Airport	FME - Tipton/Ft Meade	2W2 - Clearview, Westminster, MD	DMW - Carol County Airport, Westminster, MD	FDK - Frederick, MD	JYO - Leesburg, VA	W18 - Suburban Airpark, Laurel, MD	W50 - Davis Airport, Laytonsville, MD
Total Aircraft based on the field	169	38	76	87	31	93	248	162	66	17
Single engine aircraft based on the field	140	33	73	83	31	78	168	139	65	17
Multi engine aircraft based on the field	24	3	2	4	0	11	26	20	0	0
Jet Airplanes based on the field	3	0	0	0	0	1	6	1	0	0
Helicopters based on the field	2	2	0	0	0	3	15	2	1	0
Gliders	0	0	0	0	0	0	0	0	0	0
Ultralights	0	0	1	0	0	0	0	0	0	0
Average Operations per Day	287	8	31	135	42	189	372	284	56	14
Local General Aviation	57%	86%	97%	73%	90%	75%	69%	89%	98%	98%
Transient General Aviation	35%	12%	3%	24%	10%	24%	27%	10%	2%	2%
Air Taxi	8%	0%	<1%	2%	0%	<1%	3%	1%	0%	0%
Military	0%	2%	<1%	<1%	0%	<1%	1%	<1%	0%	0%
Night Operations	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Instrument Approaches	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Miles from Montgomery Airpark	0	16	16	20	19	27	18	19	23	5
Driving time from Montgomery Airpark	0	46	60	49	51	58	42	65	49	14
Driving time from Montgomery Airpark with Traffic	0	70	80	70	51	58	82	115	70	14
Hangars Available	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No

Below is an aviation chart of the northern portion of the Washington, D.C. area indicating other airports in the vicinity to Montgomery Airpark.

- The 'thumbtacks' indicate the public use airports available.
- The blue circle is a 15 mile radius circle centered over Montgomery Airpark.
- The outer orange circle encompasses the Special Flight Rules Area (SFRA).
- The inner orange circle encompasses the Flight Restricted Zone (FRZ).

The following items should help orient the reader with this aviation chart excerpt:

- Washington Reagan airport is in the center of the FRZ;
- Dulles International is just outside of the lower left area of the blue circle;
- BWI is to the right of the blue circle;
- College Park airport is touching the bottom right of the blue circle;
- Frederick Municipal airport is just outside of the top left of the blue circle.



Neighboring Airports with hangars including the number of quantity and rental rate

W00 – Freeway airport in Mitchellville, MD has 7 covered parking spaces that are fully occupied as well as one box hangars that is used by a repair facility.

KFME – Tipton/Ft. Meade airport in Mitchellville, MD is a former military airport and has four large box hangars that are fully occupied. The airport manager indicated that there are constant inquiries for T hangars, but that since there are no T hangars, the airport does not maintain a waiting list.⁶

2W2 – Clearview airport in Westminster, MD has eleven dilapidated T hangars and one small box hangar that are all fully occupied. Clearview is a challenging airport to land at due to its short runway and not suitable for many types of aircraft.

KDMW - Carrol County airport in Westminster, MD has 41 fully occupied, airport owned, T hangars as well as seven fully occupied box hangars. The T hangars have 48' doors and rent for \$350 per month. The box hangars are 10,000 sq ft each and rent for \$6,200 per month. Tenants of the box hangars are also responsible for utilities and taxes.

There are also 44 fully occupied, privately owned, land leased hangars. The privately owned hangars have 42' doors. There are 30 people on a waiting list for T hangars. The waiting list is shared between the airport and the private hangars.

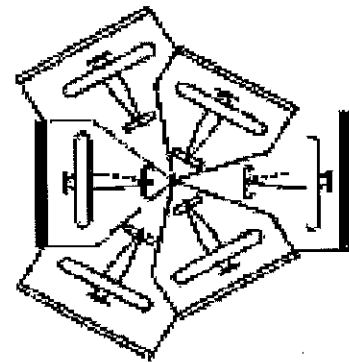
⁶ Michael Wasel's office, airport manager, Tipton Airport, personal communication, August 5, 2010, (410) 222-6815.

KFDK - Frederick Municipal airport in Frederick, MD has 125 fully occupied T hangars. The T hangars are on a 3 tier rental rate program. There are 45 older T hangars with no power that rent for \$229 per month. There are 80 hangars that were constructed in 2001. Of these newer hangars, 72 of them have a 42' wide door and rent for \$390 per month and the remaining 8 have a 48' door and rent for \$541 per month. There are 57 people on a waiting list. To be on the waiting list requires a deposit that will count to the first month's rent if a hangar becomes available.

KJYO - Leesburg airport in Leesburg, VA has 46 fully occupied T hangars owned by the airport, 10 of these hangars were constructed within the last 3 years. The T hangars at Leesburg all have 48' doors. The new T hangars rent for \$550 per month and the older T hangars rent for \$453 per month. The rent for both new and old T hangars includes electricity.⁷ There are 30 people on the waiting list for airport owned T hangars.

Leesburg airport also owns 11 corporate box hangars; six of these were constructed within the last 3 years. The box hangars are 60' x 60'. The new box hangars rent for \$2,200 per month including electricity, but these hangars do not have heat. The old box hangars rent for \$1,957 per month including electricity and have submeters for gas radiant heat.

In addition to the hangars owned by the airport, there are 50 condo hangars composed of 32 T hangars and three hexagon shaped hangars that can house 6 tenants each. These hangars are no longer fully occupied as some of them were damaged by the heavy snow during the winter of 2010. The land lease for the condo hangars ends in 2012 and the hangars will revert back to the airport. Presently the condo association pays a total of \$75 per month to the airport for the land lease.



W18 - Suburban Airpark in Laurel, MD has 20 T hangars that are fully occupied as well as two box hangars.

W50 - Davis airport in Laytonsville, MD has two partially covered parking spaces that are fully occupied as well as one small box hangars that is used by a repair facility.

Project Selections

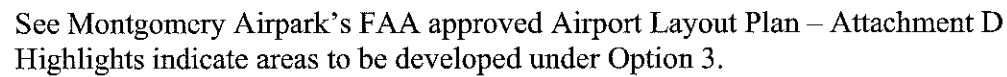
Showroom Developments reviewed the feasibility of three options for renovations / new hangars at Montgomery Airpark. In the end, we will select only one option to pursue.

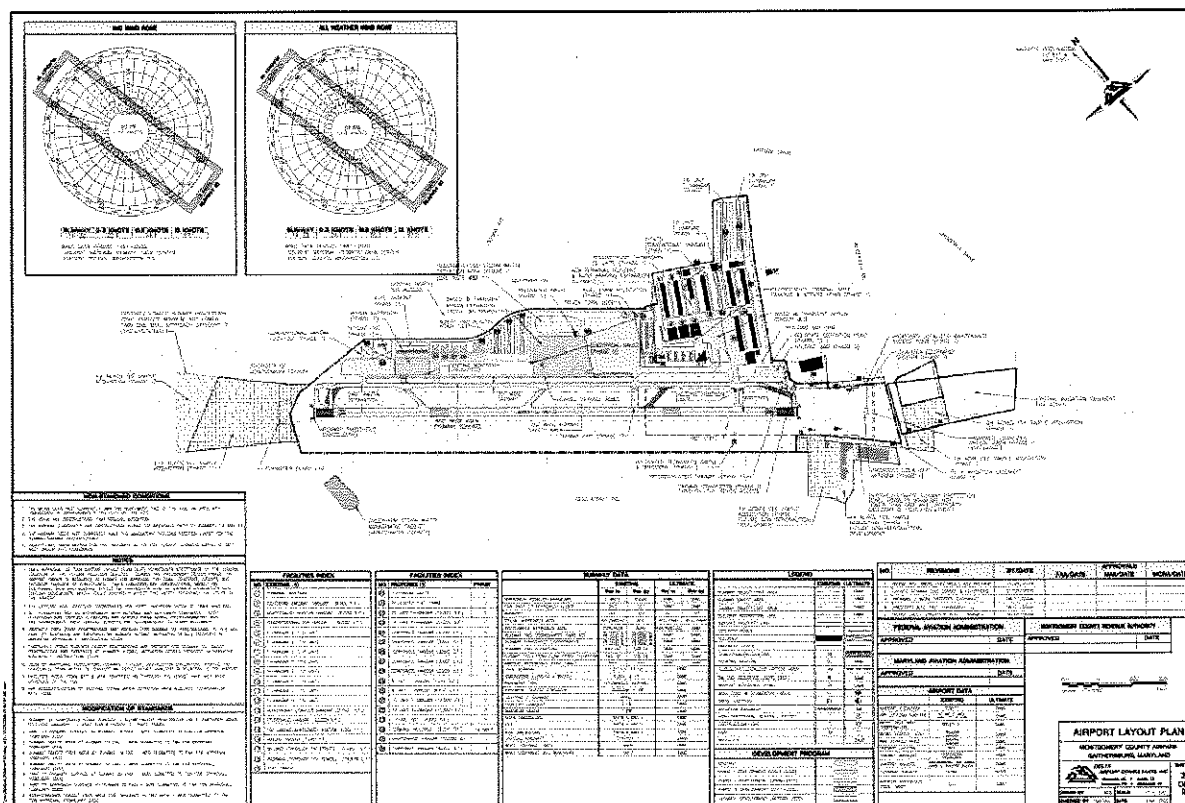
Option 1: Re-skin existing Hangars B through F, run power to hangars B through F, create drainage relief for the natural spring between Hangars C and D and construct new hangar row 32.

Option 2: Demolish existing Hangars B through F, run power to hangars B through F, create drainage relief for the natural spring between Hangars C and D and construct new hangars at rows B through F and row 32.

⁷ Timothy Dieke, airport manager, Leesburg Executive Airport personal communication, August 4, 2010, 703-737-7126.

See Montgomery Airpark Leasehold Exhibit with Pavement Areas – Attachment D





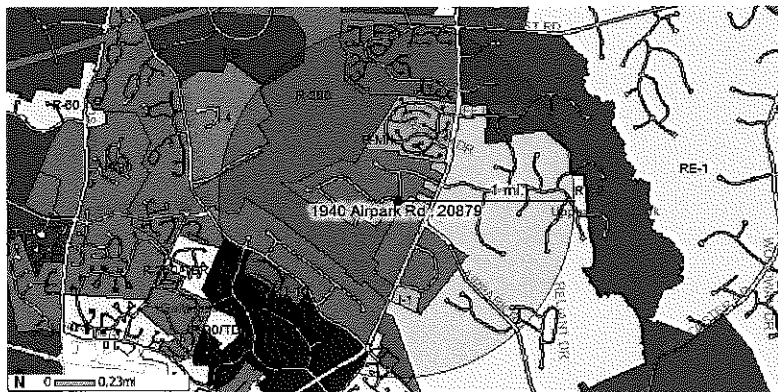
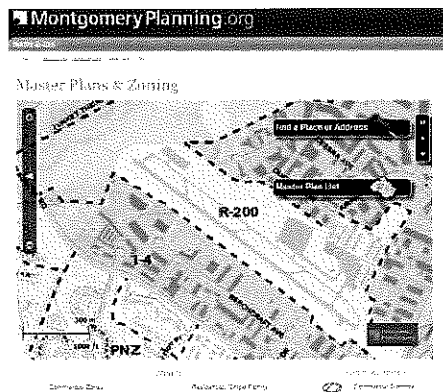
Airport Development Considerations

Zoning

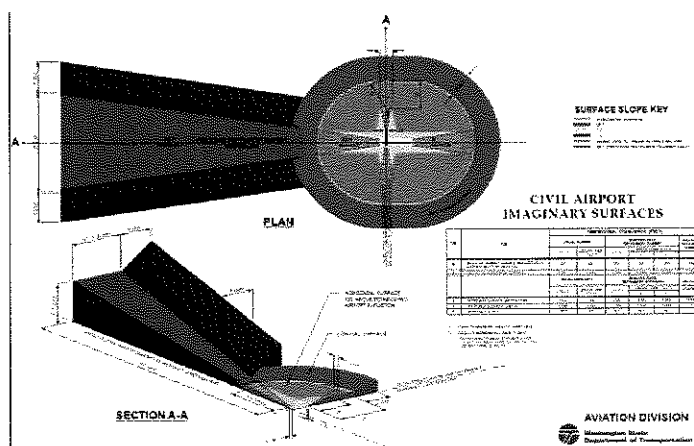
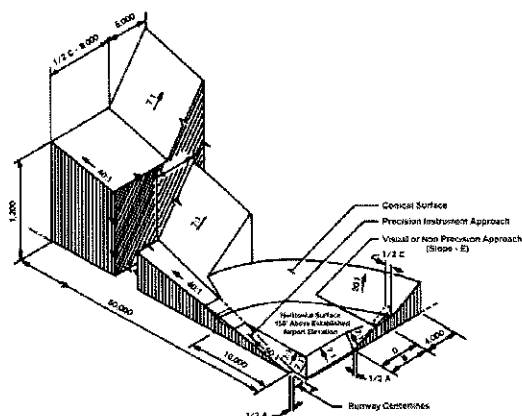
As stated earlier, the airport was developed originally via special exception. The I-4 designation for the industrial area surrounding the airport was created during the hearing process for the development of the airport and surrounding industrial area. The Montgomery County website contains zoning maps which indicate the airport to be zoned R-200, which is a single family residential zoning area. Discussions with the Montgomery County Revenue Authority⁸ and the Montgomery County Department of Permitting Services⁹ have indicated that that the airport is actually zoned I-4. See Attachment E for I-4 zoning regulations. Hangars are a permitted use under I-4 as 'Aircraft parts, sales and services, including the sale of fuel for aircraft only.'

⁸ Keith Miller, Montgomery County Revenue Authority, personal communication, July 30, 2010, 301-762-9080.

⁹ Montgomery County Department of Permitting Services, personal communication, July 30, 2010, 240-777-6300.



Besides allowable land uses by the county, developments at airports also have to be in compliance with federally owned airspace use. Airspace compliance actually applies to all developments in the United States, however most buildings are far enough from airports as to be unaffected. The airspace graphics below are shown larger in Attachment F for readability.



Due to our proximity to the runway, all of the indicated project options are within the area known as the Horizontal Surface. On the colored graphic the Horizontal Surface is the area shaded in light blue. Since Montgomery Airpark contains a non-precision approach and allows for larger than utility aircraft, the horizontal surface extends 10,000 feet horizontally. Within this area, structures are not permitted to extend above 150' above the surface level. The hangars in each of the three options are within these restrictions and permitted. The FAA's approval authority can only restrict a project's height. If the building will be under the 'imaginary surfaces' indicated in the illustrations above, the FAA has no say other than to require red obstruction lighting on the roof or highest part of the building.

County Project Approval

Showroom Developments will need to submit a site plan to the Montgomery County Department of Parks and Planning submit. The plans will be reviewed by the Development Review Committee (DRC) which will present its recommendations to a five member Montgomery County Planning Board for consideration and final action. The DRC also submits their findings to the Maryland-National Capital Park and Planning Commission (M-NCPPC), the Washington Suburban Sanitation Commission (WSSC) and the Department of Permitting Services (DPS).

“The DRC is made up of staff from the Maryland-National Capital Park and Planning Commission (M-NCPPC); County agencies, including the Department of Environmental Protection (DEP); the Washington Suburban Sanitation Commission (WSSC); State Highways; and local utilities.”¹⁰

The Department of Environmental Protection will review the submitted plat for conformance with the County’s Water and Sewer Plan.

County Permits

All Options require new construction and will therefore require a building permit. The submittal requirements for obtaining a construction permit are:

- Submission of a completed Sediment Control application;
- Submission of a Right-of-Way application;
- Submission of a completed Commercial Building application;
- Two complete sets of signed and sealed construction drawings;
- Submission of a completed Use and Occupancy application;
- Four site plans;
- Two complete sets of drainage plans;
- Two completed Energy Worksheets.¹¹

For the forms required for a construction permit in Montgomery County, see Attachment K.

For Option 2: Demolition and reconstruction of the hangars, Showroom Developments will need to apply for a demolition permit as well. The process requires submitting:

- the application fee;
- a bond;
- a list of adjacent property owners;
- letters of disconnection from utility companies;
- a letter from a lessened rodent company certifying the structure is free from rodents;

For the complete application process for a demolition permit in Montgomery County, see Attachment L.

For Option 3: New hangars at the Northwest end, Showroom Developments will need to apply for a Right Of Way (ROW) permit. The ROW permit is required because this option includes modifying an existing right of way, the access road.

Neighbor Opposition

We do not expect much, if any, opposition for Options 1 or 2, except possibly from some of the current tenants who are comfortable with the current rental rates. Besides adding one new row of hangars, we are not increasing the capacity of the airport.

¹⁰ Montgomery County Maryland, Department of Environmental Protection Retrieved August 8, 2010 Website: <http://www.montgomerycountymd.gov/deatmpl.asp?url=/content/dep/dephome/index.asp>

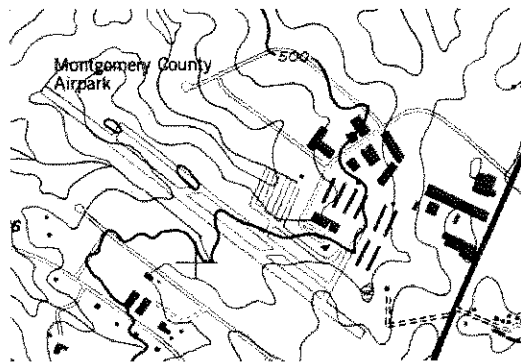
¹¹ Montgomery County Maryland, Department of Permitting Services – Building Construction Retrieved August 5, 2010 Website: <http://permittingervices.montgomerycountymd.gov/dpstmpl.asp?url=/permitting/bc/buildingconstruction.asp>

Option 3 may encounter some opposition as the public might perceive these hangars as catering to jets which are typically louder than piston aircraft.

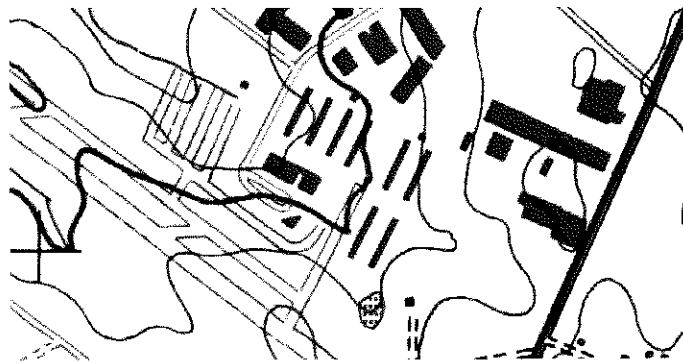
Development considerations unique to Options 1 and 2

Between Option 1: Re-skinning and Option 2: Demolish and rebuild, many of the development considerations are identical. The hangars are located on the south east portion of the airport property. Access is via the main airport entrance from Airpark Rd. and through the airport vehicle gate to the east of the terminal building. As delivery and construction trucks will have to cross the transient apron, diligence will be required to keep foreign object debris (FOD) off of the apron. Jet engines can suck up FOD into the engine and propeller driven aircraft can kick up and throw FOD into other aircraft easily causing expensive damage.

Hangars D, E and the infill hangar, indicated on the Airport Layout Plan as 32, require a grade separation between adjacent T hangars creating the need for a small retaining wall to zigzag the length of the each hangar. The land in the area of these hangars is graded so that the land rises one foot every 15 feet. The entire United States Department of the Interior Geological Survey, Gaithersburg Quadrangle, Maryland-Montgomery Co. topographic map has can be viewed as Attachment G.



1979 Topographic Map of the airport



Close up Topo of SE hangar area

Water Supply, Storm and Electric Utilities are available on the property at the areas of these hangars.

As mentioned earlier, there is a natural spring somewhere under the north east corner of hangar row D. Providing underground drainage relief for the spring to the established storm drainage system will be part of the construction of both Options 1 and 2.

Development considerations unique to Option 3

The hangars to be constructed under Option 3 will be at the North FBO Lease Area in agreement with the FAA approved Airport Layout Plan. Five box hangars will be constructed along with complimentary taxiway and road access. Four of these will be 3,600 sq ft hangars and one will be an 8,000 sq ft hangar.

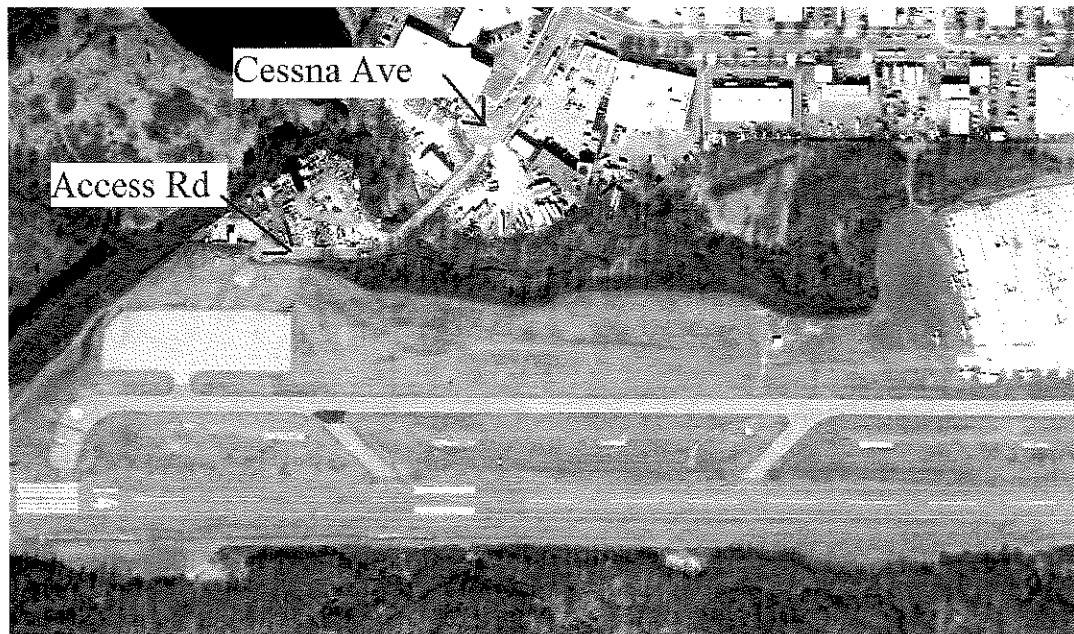
There are no utilities on the airport property at this area because, until now, there has been no need for utilities in this area. Power and water will be acquired from the western end of Cessna Avenue¹² in the

¹² Paul Wilson, Pepco, Rockville Service Center, personal communication, August 3, 2010, 301-670-8700.

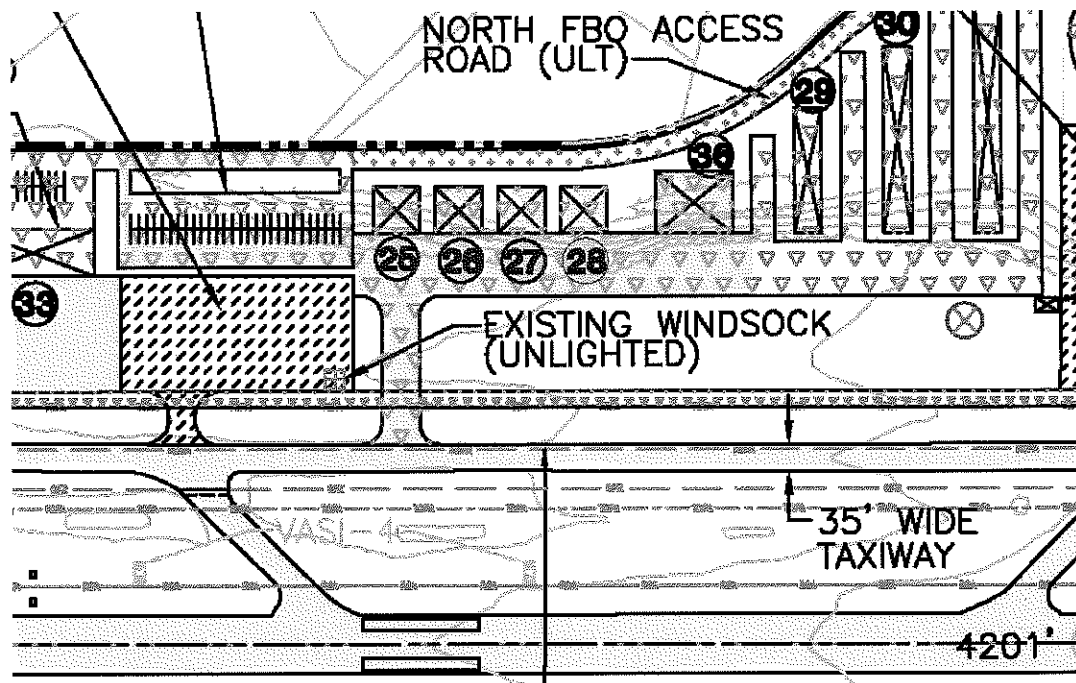
industrial area and routed along the access road easement. Hangar Development will install the ductbank and feeder for the power and the pipe for the water supply from the manhole / tap location in Cessna Avenue to the site. Due to the low demand for power at this time for this site, Hangar Development will also pay for the transformer, which is usually supplied and installed by Pepco. Pepco will perform the terminations of the feeder to the site at the manhole, transformer and transformer side of the power to the main panel. The utilities will run under the access road. A new utility easement will have to be recorded with the county.

A new airport access gate will be constructed at the airport property line across the access road. In the future, when the remainder of Phase II as indicated on the Airport Layout Plan of the North FBO Lease Area development occurs, the fence will be relocated to create a parking lot on the non secure side of the fence.

The access road created for these five hangars will be part of the future access road and parking lot.

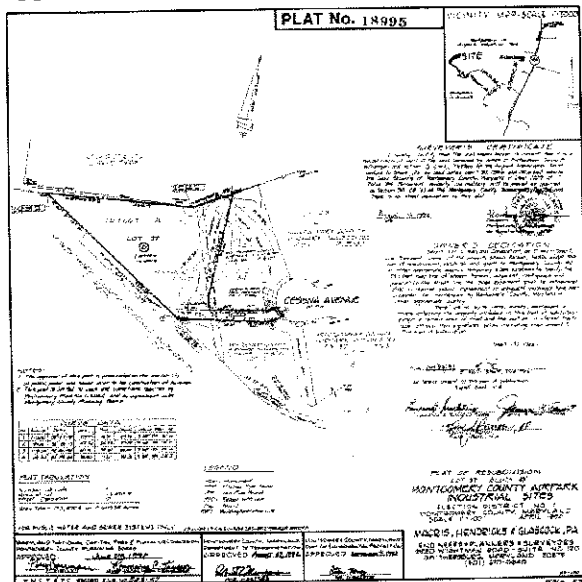


Aerial view of the North FBO Lease Area showing Cessna Ave and the existing access road.



Excerpt of the Airport Layout Plan at the North FBO Lease Area

The woodland area between the North FBO Lease Area and the adjacent industrial park contains a stream that flows to a damned retention pond on the adjacent property Green Farm Park. This stream is controlled by Maryland Department of the Environment (MDE).¹³ For development at this area, this stream would have to be diverted through a culvert or pipe system. This is called 'Piping the Stream' by MDE and falls under Non-Tidal Wetlands regulations. Because the area of the stream and surrounding woodland area is greater than 5,000 square feet, this project would be considered a Major Project by MDE and requires an alternative site analysis, public notice and mitigation by the applicant. Approval, if given, can take over a year. The complete process for Non Tidal Wetland Permits can be seen in Attachment M.



The ingress and egress easement for the airport from the industrial property can be seen in plat # 18995, which is for the area of land northeast of the airport, west of the industrial park and south of Green Farm Park. The plat is shown larger in Attachment H for readability.

The 1979 topographic map is still appropriate for Options 1 and 2 since that area of the airport was developed prior to 1979 and little has changed there since. The 1979 topographic map is not appropriate for the North FBO Lease Area as the runway and taxiway has been extended and a majority of the North FBO Lease Area has been graded to be relatively flat. The grayed out topo lines on the Airport Layout Plan reflect the current grade. In

¹³ Dennis, Montgomery County Department of Land Records, personal communication, July 30, 2010, 240-777-9480.

order the construct the five box hangars, the stream will be diverted to concrete pipe that will be covered with earth while bringing the grade up to create the building, taxiway and access road pads. This diversion of the stream is in agreement with the Airport Layout Plan that will eventually have a reconstructed storm water retention area on the southeast side of the North FBO Lease Area.

Development / Construction costs

A scope has been developed for each Option and construction costs calculated.¹⁴ Land will be leased at \$0.75 per sq. ft. per year.¹⁵ The land cost is included in the cost for which Showroom Developments will lease the hangars from Freestate.

Options	1	2	3
	Reskin Hangars and Repair Drainage	Demo Existing Hangars and Rebuild	Construct New Hangars at North FBO Lease Area
Scope			
Hard	\$ 1,526,668	\$ 3,752,730	\$ 1,969,925
Design Fees	\$ 80,713	\$ 105,769	\$ 83,015
Legal & Accounting	\$ 15,000	\$ 15,000	\$ 15,000
Testing	\$ 5,000	\$ 5,000	\$ 5,000
Permits	\$ 3,000	\$ 3,000	\$ 3,000
Total	\$ 1,630,381	\$ 3,881,499	\$ 2,075,940
Contingency @ 4%	\$ 66,501	\$ 158,347	\$ 84,680
Development Fee @ 2%	\$ 32,148	\$ 77,170	\$ 41,059
Project Total before Land Costs	\$ 1,729,030	\$ 4,117,016	\$ 2,201,679

For more detail on the hard costs see Attachment J. Design fees are calculated at 7% of the total hard costs after subtracting out the new hangar costs from the total hard cost. The new hangars will be designed and erected by the hangar company.

Scheduling for each option

Please see Attachments N, P & Q for complete project schedules for Options 1 through 3

The attached schedules show the project beginning on August 18, 2010. After one week of interviewing and selecting the design companies, they will be released to begin design. Concurrent with design will be the initiation of the paperwork to achieve FAA funding through the Airport Improvement Program. Hangar design/build companies will be able to forward site specific design drawings to us for submission to the county and other consulting engineer disciplines within two weeks of awarding a contract for the hangars. Hangars are shall be delivered to the site at eight weeks after contract award. New hangars will each take two weeks to erect.

Part of the development for both options 1 and 2, re-skinning the hangars or demolishing old hangars and constructing new hangars, respectively, will be to construct new hangar row 32. Hangar row 32 will be constructed first in these options so that the Licensees of the existing hangar rows will have a

¹⁴ R.S. Means Building Construction Cost Data (2010)

¹⁵ John Luke, III, Airpark Manager, Montgomery County Revenue Authority, personal communication, July 8, 2010, 301-963-7100.

place to keep their planes during construction on their individual hangar rows and there will not be a rental interruption.

The licensing agreement states, “{iv} that Freestate may, at will, upon five (5) days prior notice, with or without cause, terminate the license at any time, and/or require the Licensee to use a different parking space in the aircraft parking facility other than the one described in paragraph 1 above.” Further, the agreement states “Freestate shall have the right to assign this license without the consent of the Licensee. Upon any such assignment, Freestate shall send written notice thereof to the Licensee and thereafter the assignee shall be substituted as licensor hereunder.”

For a complete draft of a typical T hangar license agreement, see Attachment R.

Financial modeling for each option

FAA Grants

FAA Grants are available under FAA programs such as the Airport Improvement Program (AIP). The money for AIP grants comes from the Aviation Trust Fund. The amount of the grant is determined by the 90/5/5 matching rule. The FAA grants 90% of the costs. The State pays 5% and the airport sponsor pays 5%.¹⁶ If funds from the FAA are used in the construction of a project, Davis-Bacon prevailing wage regulations apply.¹⁷

Historically hangar construction was specifically excluded from funds from the Aviation Trust Fund, however with the passage of the Vision 100-Century of Aviation Reauthorization Act, signed into law on December 12, 2003, Aviation Trust Funds were extended to hangar construction.¹⁸

States can restrict use of FAA funds for certain types of projects. Maryland does not allow for FAA AIP funds to be used for hangar construction or renovation.¹⁹

Private Financing

If no FAA funds are available the construction loan will be a full recourse, two year loan with a one year extension at 70% loan to cost. At this writing LIBOR + a 5% spread is 5.91%. To avoid the balloon payment at the end of the construction loan, the project will roll into permanent financing.²⁰

Permanent financing terms will also be full recourse at 70% loan to value. The intent of the project is to own the hangars free and clear, until the land lease is due, therefore locking in at today's historically low rates with a 20 to 25 year amortization will be preferable.

¹⁶ Aircraft owners and Pilots Association (2000) *AOPA's Guide to FAA Airport Compliance* [Brochure]

¹⁷ R.S. Means Building Construction Cost Data (2010) calculates labor rates from labor union agreements or prevailing wages for construction trades from the current year. Page ix.

¹⁸ U. S. Department of Transportation. Federal Aviation Administration. (2008) *National Plan of Integrated Airport Systems (NPIAS) (2009-2013)* Washington, DC: U.S. Government Printing Office. Retrieved from http://www.faa.gov/airports/planning_capacity/npias/reports/media/2009/npias_2009_narrative.pdf

¹⁹ John Luke, III, Airpark Manager, Montgomery County Revenue Authority, personal communication, July 8, 2010, 301-963-7100.

²⁰ Brian Hayes, Deutsche Bank, personal communication, July 12, 2010. Philippe Lanier, Eastbank, personal communication, July 30, 2010. Kassandra Saridakis, CW Capital, personal communication, July 30, 2010. Wachovia construction loans, personal communication, August 3, 2010..

Similar projects have been able to obtain a 20 to 40 year land lease. Negotiating a longer land lease will be part of the negotiations with the Montgomery County Revenue Authority.

Rental Change

In options 1 and 2, hangars will be upgraded and have electricity. Rent in these hangars will be increased from \$300 per month to \$575 per month, starting with the month the Licensee is transferred into hangar row 32.

The models reflect the rental rate for the hangars at the North FBO Lease Area will be \$3,600 per month for the 3,600 Sq Ft hangars and \$8,000 per month for the 8,000 Sq Ft hangar which works out to be \$1 per sq ft for each hangar.

Development Selection

Showroom Developments will not pursue any of the three options at this time. Unfortunately, the financial models show that none of the options make financial sense. The leveraged results for each option are shown below. For the full financial summary sheet and stabilized proforma for each option see Attachments S, T & U. Option 1 is closest to being a financially successful project. The net present value is positive but the cash flow is negative until the permanent loan is paid off.

Option 1

Leveraged IRR	6%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	1.86x	Income	(\$261,177)	-56%
Return	\$470,158	<u>Appreciation</u>	<u>\$731,335</u>	156%
NPV	\$34,373	Total	\$470,158	100%

Option 2

Leveraged IRR	#DIV/0!	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	-0.56x	Income	(\$1,980,964)	101%
Return	-\$1,963,285	<u>Appreciation</u>	<u>\$17,679</u>	-1%
NPV	-\$1,910,036	Total	(\$1,963,285)	100%

Option 3

Leveraged IRR	1%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	1.15x	Income	(\$626,212)	-548%
Return	\$114,197	<u>Appreciation</u>	<u>\$740,409</u>	648%
NPV	-\$309,766	Total	\$114,197	100%

Sensitivity Analysis

Varying Interest Rate

Option 1 – To achieve a positive leveraged return from income the interest rate on the permanent financing would have to be around 4.7%, implausibly low even for this market. Even with this financing rate, the project would not achieve positive leveraged cash flow until year 5 of the permanent

financing. It would take an interest rate of 4.49% to achieve positive leveraged cash flow beginning year one of permanent financing.

Option 2 – A positive leveraged return from income is not a possibility simply by varying the interest rate.

Option 3 – Lowering the permanent interest rate to 4.1% projects a positive leveraged net present value although the return from income is still negative. Not until the permanent interest rate is lowered to 2.3% would this option project a positive leveraged return from income.

Varying Occupancy

Option 1 – A lower occupancy rate of only 94% projects a negative net present value. Increasing occupancy to 100% still projects a negative leveraged return from income, but the leveraged net present value increases from \$34,373 to \$369,985.

Option 2 – Increasing the occupancy rate to 100% still does not achieve a positive leveraged net present value nor does it achieve a positive leveraged return from income.

Option 3 – Increasing the occupancy rate to 100% still does not achieve a positive leveraged net present value nor does it achieve a positive leveraged return from income.

Varying Exit Cap Rate

Option 1 – Lowering the exit cap rate from 8% to 7% increases the leveraged return from appreciation by \$182,237 and increases the leveraged net present value by \$106,550, while raising the exit cap rate from 8% to 9% decreases the leveraged return from appreciation by \$141,740 and causes a negative leveraged net present value.

Option 2 – Only by lowering the exit cap rate to 2.2% can a positive leveraged net present value be projected.

Option 3 – Only by lowering the exit cap rate to 5.9% can a positive leveraged net present value be projected.

Varying Time

Option 1 - It would take 25 years before a return would be realized on income. Beyond a 39 year time period, return from appreciation goes negative. Option 1 would never realize a positive net present value.

Option 2 – Option 2 does not realize an positive return from income or a positive NPV no matter how the time horizon is varied.

Option 3 - It would take 28 years before a return would be realized on income. Option 3 would never realize a positive net present value.

Varying Rental Rates

Option 1 – Raising the rent on the hangars for single engine planes to \$606 and twin-engine planes to \$636 would be lowest rental rates that would achieve a positive leveraged return from income.

Leveraged IRR	11%	<u>Return</u> <u>From</u>	<u>Amount</u>	<u>%</u>
Multiple	2.98x	Income	\$3,239	0%
Return	\$1,071,815	<u>Appreciation</u>	<u>\$1,068,576</u>	100%
NPV	\$426,116	Total	\$1,071,815	100%

Option 2 – Raising the rent on the hangars for single engine planes to \$836 and twin-engine planes to \$878 would be lowest rental rates that would achieve a positive leveraged return from income.

Leveraged IRR	12%	<u>Return</u> <u>From</u>	<u>Amount</u>	<u>%</u>
Multiple	3.06x	Income	\$6,952	0%
Return	\$2,530,938	<u>Appreciation</u>	<u>\$2,523,986</u>	100%
NPV	\$1,023,428	Total	\$2,530,938	100%

Option 3 - Raising the rent on the hangars from \$1.00 psf to \$1.24 psf would be lowest rental rates that would achieve a positive leveraged return from income. This would increase the 3,600 sf hangar rent from \$3,600 to \$4,464 and would increase the 8,000 sf hangar rent from \$8,000 to \$9,920.

Leveraged IRR	12%	<u>Return</u> <u>From</u>	<u>Amount</u>	<u>%</u>
Multiple	3.10x	Income	\$14,979	1%
Return	\$1,584,692	<u>Appreciation</u>	<u>\$1,569,713</u>	99%
NPV	\$644,766	Total	\$1,584,692	100%

Risk Management

Despite the financial models showing that none of the three options are profitable at this time, if the project were to continue there are other risks that may prevent this project from proceeding. These risks have been categorized below along with mitigation recommendations.

Regulatory Risk

Montgomery Airpark is currently an operational airport, which must remain an airport for at least the next 47 years per the leaseback agreement between the county and Freestate Aviation and the airport is included in Montgomery County's master plan. There is a chance that the county government could enact laws or hostile neighboring property owners preventing future development at the airport. Showroom Developments should attend Montgomery County Airport Association meetings to promote the project and noise abatement flying procedures. Showroom Developments should also meet with neighboring property owners and nearby residential neighborhood associations to discuss the project and respond to any questions or concerns of the attendees.

Financing Risk

In this tight credit market we would need to feel secure that financing would be assured early in the project. Although release to begin design may move forward while permanent financing is being negotiated, demolition or construction would not begin until a debt commitment letter has been signed.

Interest Rate Risk

Per the discussions with Wachovia Bank's loan department the construction loan would be a floating rate, equal to 5% above LIBOR. Although a LIBOR cap could be purchased to mitigate interest rate risk, the short length and relative low cost of these construction projects do not warrant the additional cost of a LIBOR cap.

Pricing Risk

Although there is believed to be adequate demand for the hangars at the rate of \$500 per T hangar or \$1 psf for the box hangars, the pro forma does not indicate positive financial results even at 95% occupancy.

T hangars are occupied by individual owners or small partnerships in airplanes. Airplane registration information is available from the FAA. Targeted marketing should be directed to owners of private aircraft that live in the DC metropolitan area.

The box hangars are usually occupied by corporate, as opposed to personal, aircraft. Corporations that operate in the Washington DC area and have flight departments should be made aware of the new hangars at Montgomery Airpark.

Conclusion

Showroom Developments will not pursue development of hangars at Montgomery Airpark. Current land lease terms available at Montgomery Airpark and construction costs do not allow for value to be realized from a development project within the land lease time period.

SOURCES

Aircraft owners and Pilots Association (2000) *AOPA's Guide to FAA Airport Compliance* [Brochure]

Google Earth. Retrieved August 7, 2010 image of Montgomery Airpark. Website:
http://maps.google.com/maps?ftr=earth.promo&hl=en&utm_campaign=en&utm_medium=ha&utm_source=en-ha-na-us-bk-3dmfe&utm_term=google%20earth

History of Montgomery County Airpark (undated) [Brochure] by William E. Richardson.

Montgomery County Maryland, Department of Environmental Protection Retrieved August 8, 2010 Website:
<http://www.montgomerycountymd.gov/dcatmpl.asp?url=/content/dep/dephome/index.asp>

Montgomery County Maryland, Department of Permitting Services – Building Construction Retrieved August 5, 2010 Website:
<http://permittingservices.montgomerycountymd.gov/dpstmpl.asp?url=/permitting/bc/buildingconstruction.asp>

Montgomery County Maryland, Department of Permitting Services – Zoning Retrieved August 5, 2010 Website:
<http://permittingservices.montgomerycountymd.gov/dpstmpl.asp?url=/permitting/z/zoning.asp>

R.S. Means Building Construction Cost Data (2010)

U. S. Department of Transportation. Federal Aviation Administration. (2009) *FAA Aerospace Forecasts FY 2009-2025* Washington, DC. Retrieved from
http://www.faa.gov/data_research/aviation/acrospace_forecasts/2009-2025/

U. S. Department of Transportation. Federal Aviation Administration. (2005) *General Aviation and Air Taxi Activity and Avionics (GAATAA) Surveys* Washington, DC. Retrieved from
http://www.faa.gov/data_research/aviation_data_statistics/general_aviation/CY2005/

U. S. Department of Transportation. Federal Aviation Administration. (2008) *National Plan of Integrated Airport Systems (NPIAS) (2009-2013)* Washington, DC: U.S. Government Printing Office. Retrieved from
http://www.faa.gov/airports/planning_capacity/npias/reports/media/2009/npias_2009_narrative.pdf

U. S. Department of Transportation. Federal Aviation Administration. (2009) *U.S. Civil Airmen Statistics* Washington, DC. Retrieved from
http://www.faa.gov/data_research/aviation_data_statistics/civil_airmen_statistics/2009/

Index of Graphics

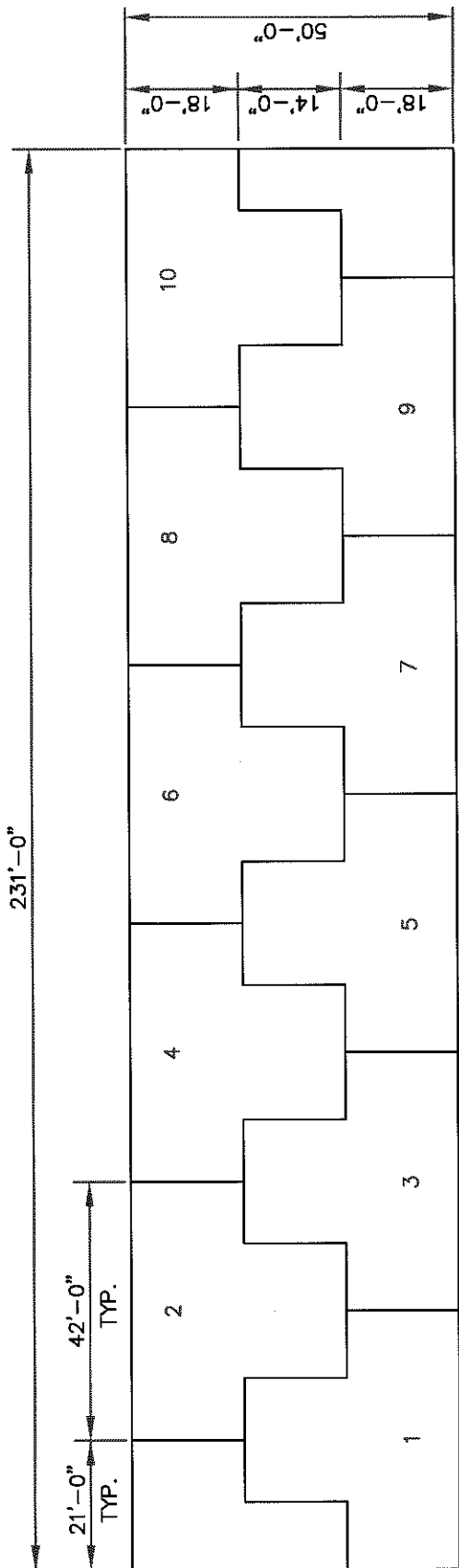
<u>Graphic</u>	<u>Page</u>
Map of Area	2
Aerial Photo (overall)	2
T Hangar (Single)	3
T Hangar (Multiple) FulFab Inc. drawing	3
Box Hangar	3
Aerial Photo (Hangars A-H)	4
Hangar C photo	4
Hangar A photo	4
Active General Aviation Fleet graph	7
Aviation Chart Washington DC	10
Hexagon Hangar	11
Montgomery Airpark Leasehold Exhibit with Pavement Areas	12
Montgomery Airpark's FAA approved Airport Layout Plan	13
Montgomery County zoning map	14
Civil airport imaginary surfaces	14
Topographic map of Montgomery Airpark	16
Aerial view of the North FBO Lease Area	17
Excerpt of the Airport Layout Plan at the North FBO Lease Area	18
Plat # 18995	18

List of Attachments

Attachment A	FulFab Hangars Designs
Attachment B	Aviation Facilities Corp - Hangar Lease
Attachment C	General Aviation Forecast Graphs (National, State & Local)
Attachment D	Airport Layout Plan & Montgomery County Airport Leasehold Exhibit with Pavement Areas
Attachment E	Montgomery County I-4 Zoning Text
Attachment F	FAA Airport Imaginary Surfaces
Attachment G	U.S. Corps of Engineers Geological Survey - Gaithersburg Quadrangle, Maryland-Montgomery Co.
Attachment H	Plat 25194
Attachment J	Construction Costs
Attachment K	Construction Permits application
Attachment L	Montgomery County demolition permit application
Attachment M	Non Tidal Wetland Permit application
Attachment N	Schedule for Option 1
Attachment P	Schedule for Option 2
Attachment Q	Schedule for Option 3
Attachment R	Freestate Aviation - Hangar License Agreement
Attachment S	Proforma for Option 1
Attachment T	Proforma for Option 2
Attachment U	Proforma for Option 3
Attachment V	FAA Forecast Narrative

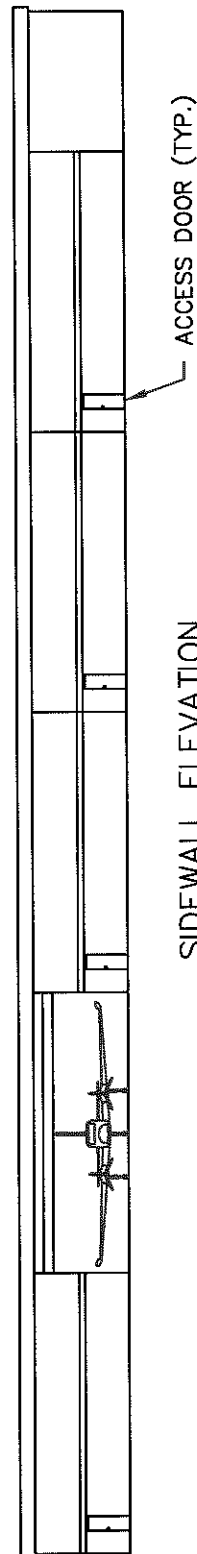
FULFAB, INC.
CANTON, OHIO

PLAN AND ELEVATIONS
10 UNIT MODEL LK42
BIFOLD DOOR T-HANGER

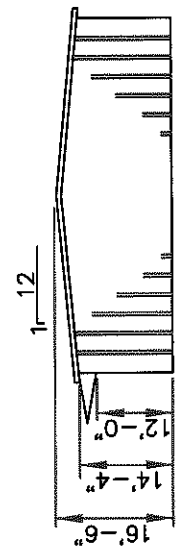


PLAN VIEW

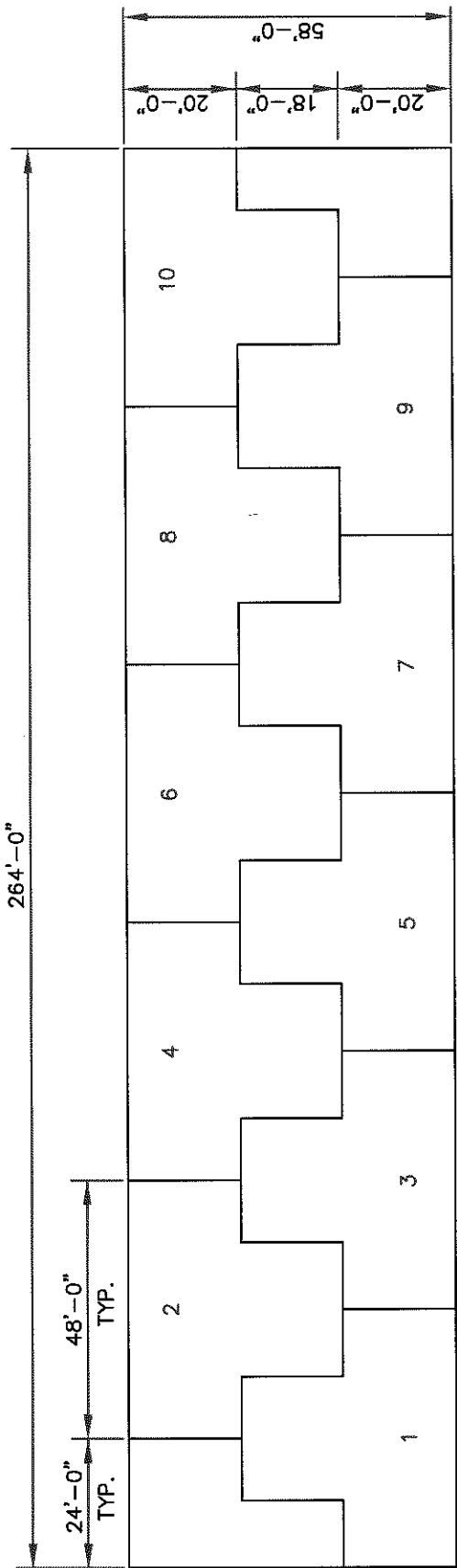
10 UNIT MODEL LK42
ALL DOORS 41'-8" x 12'-0" CLEAR
BUILDING TOTALS 11,550 SQ. FT.



SIDEWALL ELEVATION

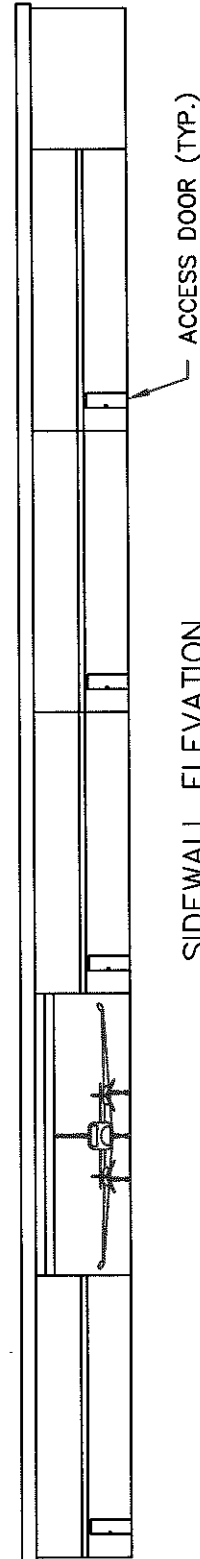


ENDWALL ELEVATION

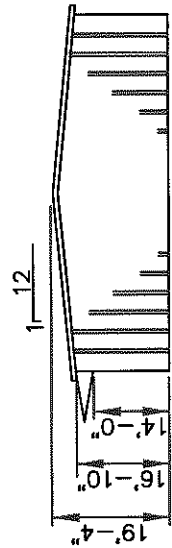


PLAN VIEW

10 UNIT MODEL LK48
ALL DOORS 47'-8" x 14'-0" CLEAR
BUILDING TOTALS 15,312 SQ. FT.



SIDEWALL ELEVATION



ENDWALL ELEVATION

FULFAB, INC.
CANTON, OHIO

PLAN AND ELEVATIONS
10 UNIT MODEL LK48
BIFOLD DOOR T-HANGAR

FULFAB

since 1957

AIRCRAFT HANGARS

HOME HANGAR MODELS DOOR MODELS DESIGN/MANUFACTURE STEEL ERECTION NEWSLETTERS CONTACT

Model LK48

- Largest end units
- Houses singles through larger twins & VLJ's
- Electric bifold door

Building Dimensions

Select # of Units per Building 10

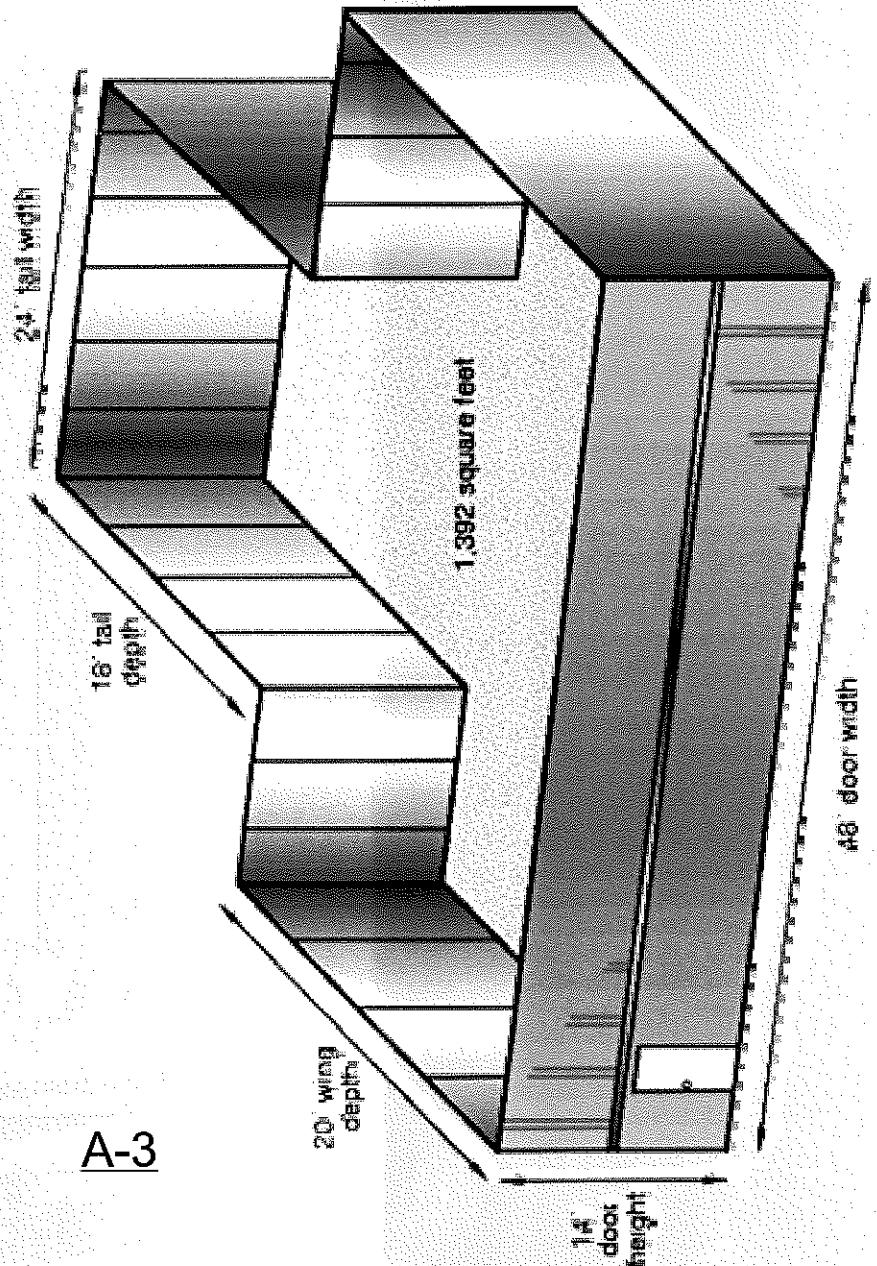
Width: 58 Feet

Length: 264 Feet

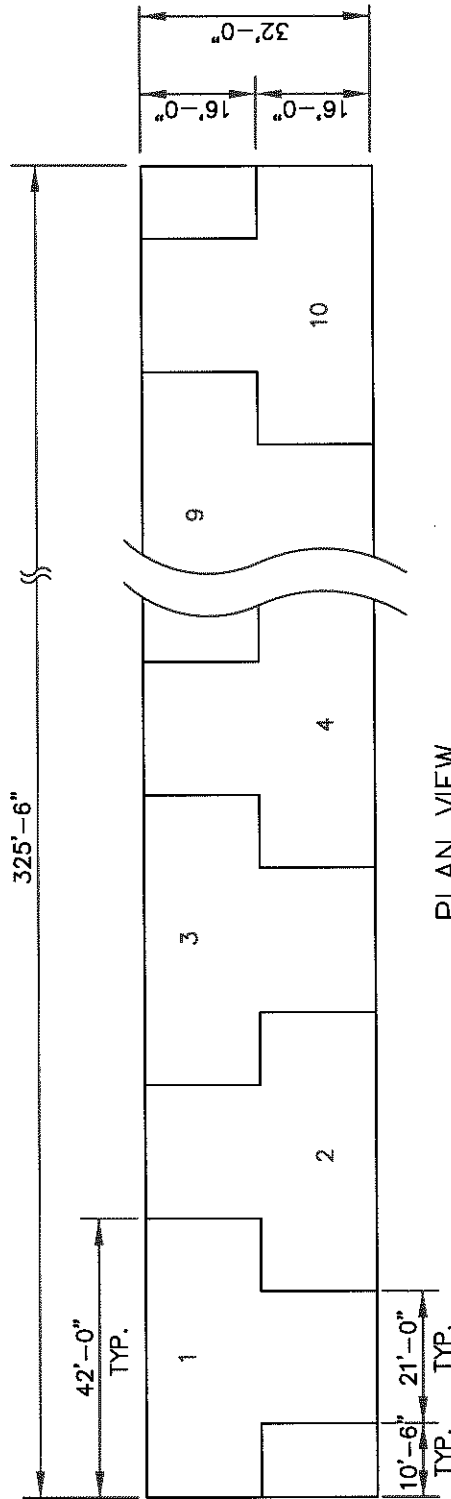
Floor Area: 15,312 Square Feet

Height: Eave 16'-10" - Ridge 19'-4"

Plan & Elevation Drawing

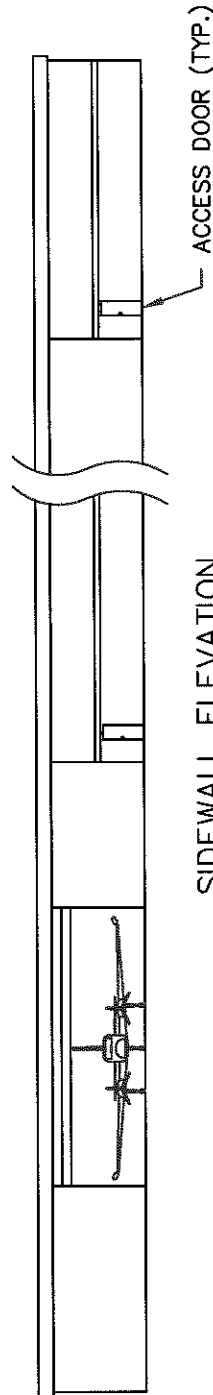


A-3

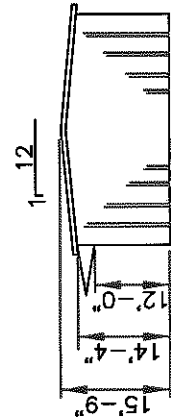


PLAN VIEW

10 UNIT MODEL OT42
ALL DOORS 41'-8" x 12'-0" CLEAR
BUILDING TOTALS 10,416 SQ. FT.



SIDEWALL ELEVATION

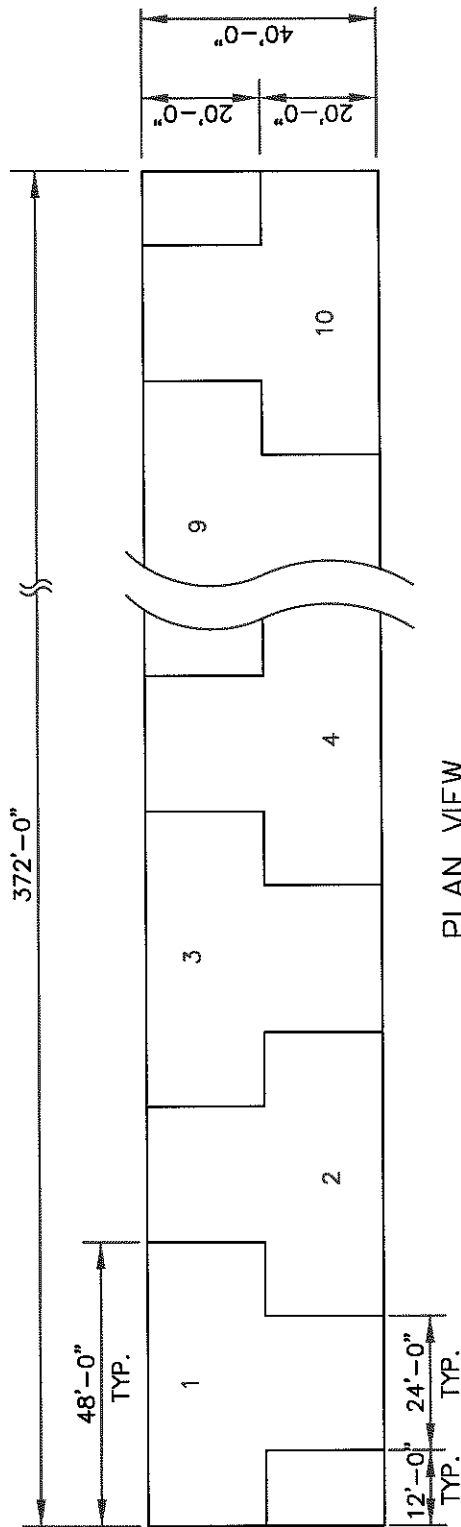


ENDWALL ELEVATION

FULFAB, INC.
CANTON, OHIO

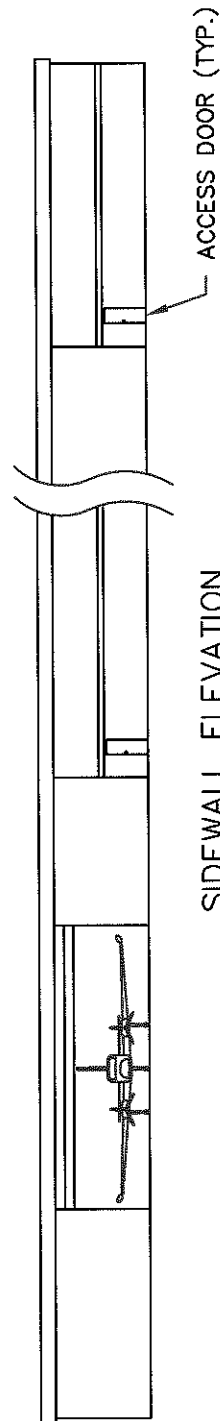
PLAN AND ELEVATIONS
10 UNIT MODEL OT42
BIFOLD DOOR T-HANGAR

ATTACHMENT A

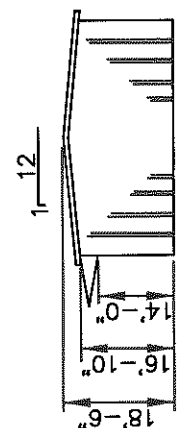


PLAN VIEW

10 UNIT MODEL OT48
ALL DOORS 47'-8" x 14'-0" CLEAR
BUILDING TOTALS 14,880 SQ. FT.



SIDEWALL ELEVATION



ENDWALL ELEVATION

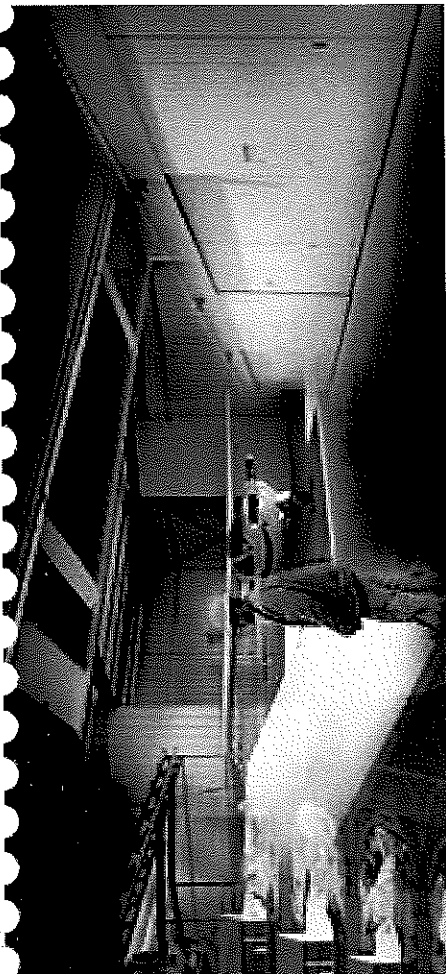
FULFAB, INC.
CANTON, OHIO

PLAN AND ELEVATIONS
10 UNIT MODEL OT48
BIFOLD DOOR T-HANGAR

FULFAB

since 1957

AIRCRAFT HANGARS

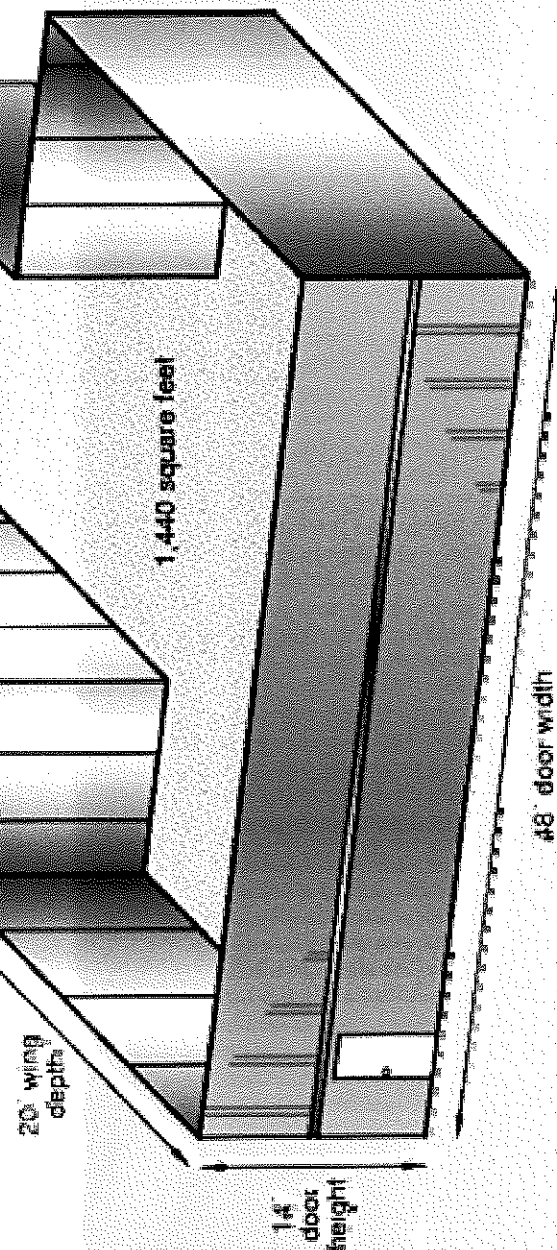


HOME HANGAR MODELS DOOR MODELS DESIGN/MANUFACTURE STEEL ERECTION NEWSLETTERS CONTACT

Bifold
Sliding

Model OT48

- Our largest T-Hangar units
- Houses singles through larger twins & VLJ's
- Electric bifold door



A-6

ATTACHMENT A

Building Dimensions

Select # of Units per Building 10

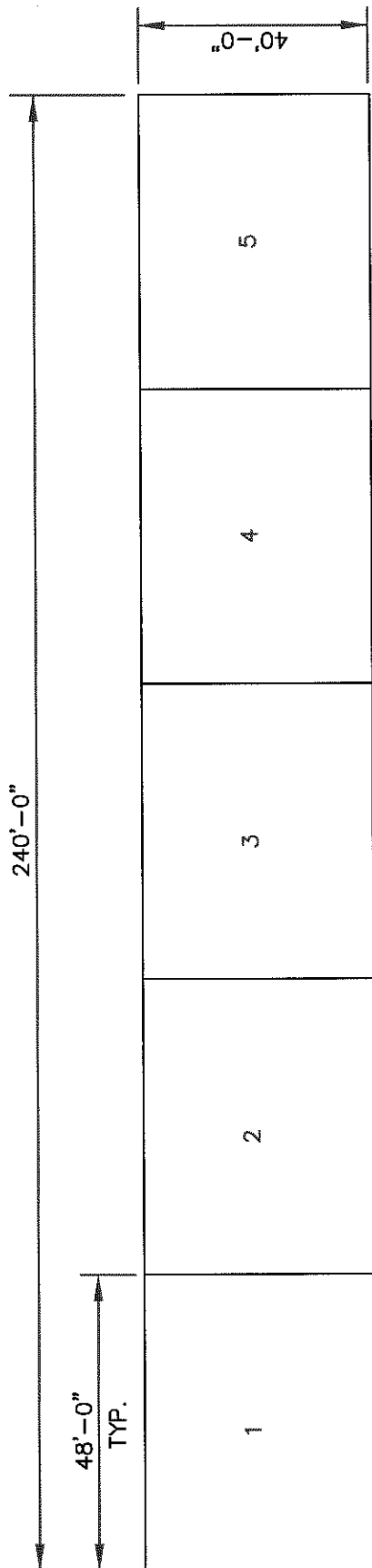
Width: 40 Feet

Length: 372 Feet

Floor Area: 14,880 Square Feet

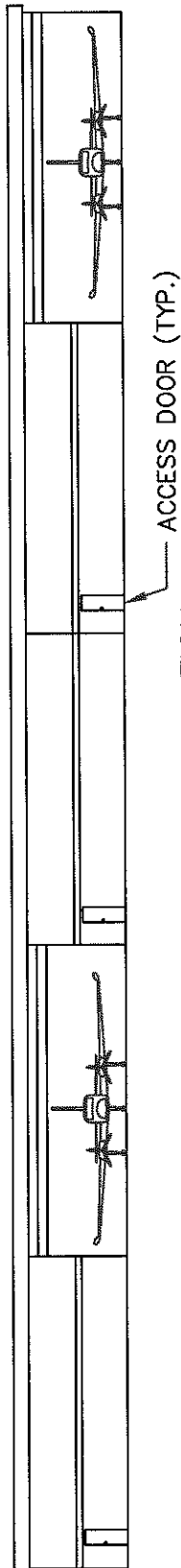
Height: Eave 16'-10" - Ridge 18'-6"

Plan & Elevation Drawing

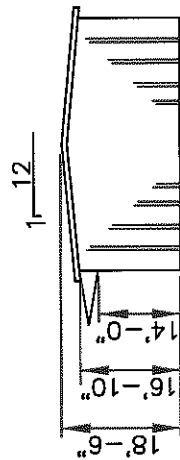


PLAN VIEW

5 UNIT MODEL BC48
ALL DOORS 47'-8" x 14'-0" CLEAR
BUILDING TOTALS 9,600 SQ. FT.



SIDEWALL ELEVATION



ENDWALL ELEVATION

FULFAB, INC.

CANTON, OHIO

PLAN AND ELEVATIONS
5 UNIT MODEL BC48
BIFOLD DOOR HANGAR

FULFAB

since 1957

AIRCRAFT HANGARS



HOME HANGAR MODELS DOOR MODELS DESIGN/MANUFACTURE STEEL ERECTION NEWSLETTERS CONTACT

Full Nested "T"
Std. Nested "T"

Clear Span

Model BC48

- Our largest Clear Span units
- Houses singles through larger twins & VLJ's
- Electric bifold door

Building Dimensions

Select # of Units per Building 5

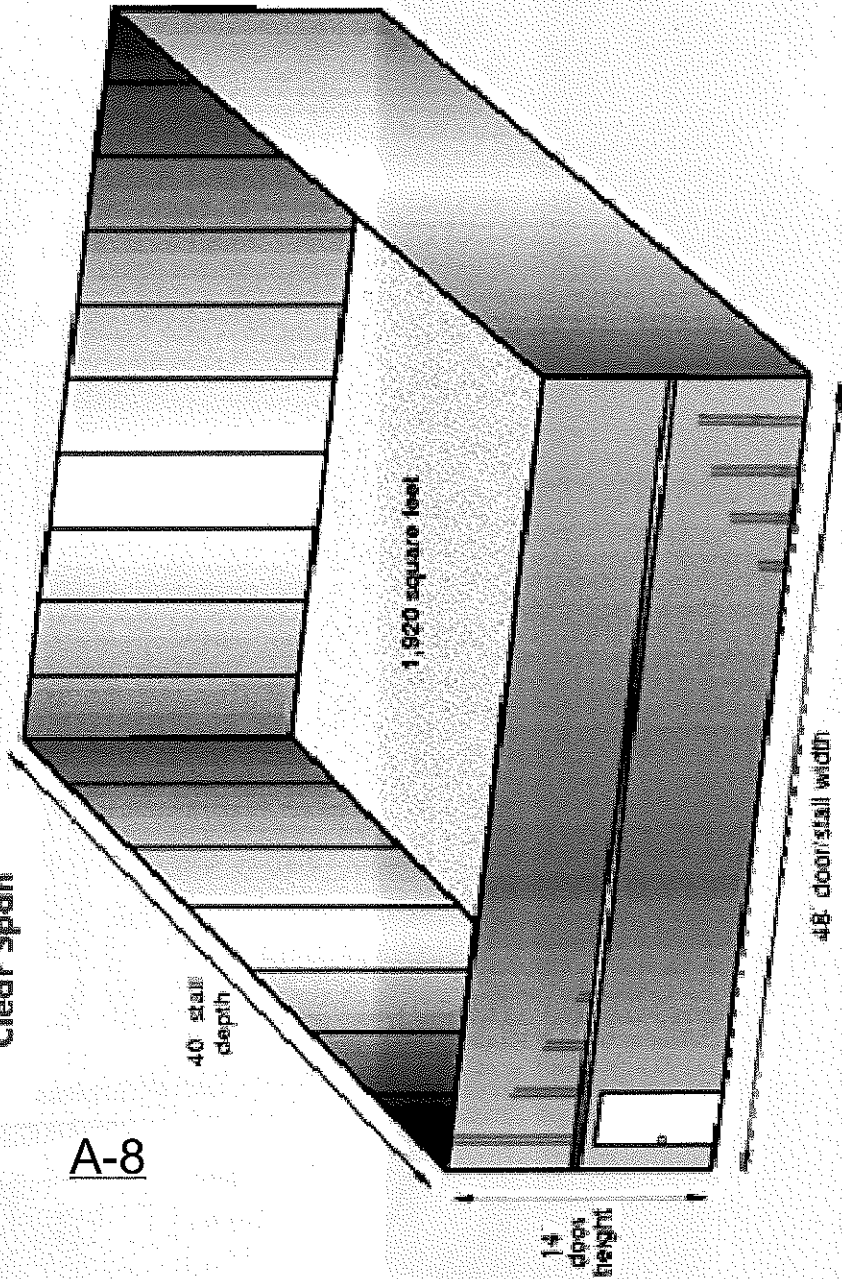
Width: 40 Feet

Length: 240 Feet

Floor Area: 9,600 Square Feet

Height: Eave 16'-10" - Ridge 18'-6"

A-8



Plan & Elevation Drawing

AVIATION FACILITIES CORPORATION HANGAR LEASE

Made as of the 1st day of January, 2009 by and between Aviation Facilities Corporation (hereinafter referred to as "Landlord"), a Maryland corporation, and [REDACTED] ("Tenant"),

WHEREAS, the Landlord is the leaseholder of that premises which includes those T-hangar rows designated "A" through "F" and other areas (collectively, the "Premises") at Montgomery County Airpark in Montgomery County, Maryland (the "Airpark") which is owned by the Montgomery County Revenue Authority (the "Authority") pursuant to a lease dated the 25th day of July, 1989, under which Freestate Aviation, Inc. ("Freestate") is now the lessor (the "AFC Lease") and has the right, subject to the terms and provisions thereof, to sublease individual hangars and other space therein; and

WHEREAS, the Tenant desires to lease from the Landlord that hangar designated and known as Hangar [REDACTED] on the Premises (the "Hangar"), where more than one hangar is included in this Lease, the use of the singular shall be deemed to include both or all such hangars) and the Landlord is willing to lease the same to the Tenant, all pursuant to the foregoing, and all on the terms, conditions and provisions hereinafter more fully set forth:

NOW, THEREFORE, the following is hereby understood, covenanted and agreed:

1. **Lease.** Based on the foregoing recitals, which are an operative part hereof, the Landlord does hereby demise to the Tenant and the Tenant does hereby accept from the Landlord the Hangar as is, at the rental, and subject to all the terms, provisions and conditions herein set forth.

2. **Term.** The term of this lease shall commence on the [REDACTED] day of [REDACTED], (the "Commencement Date"), and shall expire on the [REDACTED] day of [REDACTED].

3. **Rent.** The following rent shall be due and payable by the Tenant to the Landlord with respect to the Hangar without notice or demand: In the event the tenant remain in possession of the Hangar after expiration of the term of this lease the tenancy shall be from month-to-month.

(a) **Initial Monthly Rent.** From the Commencement Date until the termination of this Lease, the rent due and payable by the Tenant to the Landlord shall be [REDACTED] (\$ [REDACTED]) Dollars per month, which shall be paid in good funds, without notice or demand, on or before the first day of each calendar month. The monthly rent payable hereunder shall be adjusted from time to time in accordance with the consumer price index as hereinafter set forth.

(b) **Partial Month.** In the event that the Commencement Date or termination date is other than the first day of a calendar month, then the rent due for the calendar month in which either such event occurs shall be prorated on a per diem basis.

(c) **Late Charge.** In the event that the rent due for a particular calendar month has not been paid by the tenth (10th) day of such month then there shall be due and payable from the Tenant to the Landlord with respect to each and every such month a late charge Fifty (\$50.00) Dollars per hangar.

(d) **Consumer Price Adjustment.** Intentionally omitted.

(e) **Payments.** The rent specified herein and all additions and adjustments thereto, and all other sums in any manner due from the Tenant to the Landlord with respect to the Hangar or this Lease, all of which shall constitute and be deemed to be rent payable hereunder, shall be due and payable at the time and in the manner herein specified without notice or demand, and shall be timely paid without reduction, deduction or offset for any reason whatsoever. In the event that the Tenant shall have at any time paid rent in advance the same shall affect the right of either party to terminate this lease, and in the event of such termination with rent having been in advance the Landlord shall refund all unaccrued rent to the Tenant within ten (10) days after the Tenant vacates the Hangar. All payments of any sum required to be paid by the Tenant to the Landlord pursuant to this Lease shall be made by bank check or postal money order payable to "Aviation Facilities Corporation", shall clearly denote thereon the identifier of the Hangar as designated on the first page of this Lease and shall be mailed via first class mail, postage prepaid, to:

Aviation Facilities Corporation

All such payments shall be deemed to have been made when actually received by the Landlord subject, however, to collection by the Landlord of the funds represented thereby. The Landlord may from time to time, and any number of times, by notice, which may be given by ordinary first class mail, change the manner by which payments are to be made or identified by the Tenant or the place at which payments are to be made.

4. **Condition of Hangar.** The Tenant acknowledges that the Hangar is in a poor state of repair and is being rented to the Tenant "AS IS". The Tenant further agrees that in the event that the Tenant becomes dissatisfied with the Hangar or its condition the Tenant's sole and exclusive remedy shall be to terminate this Lease by notice given in accordance herewith.

5. **Use of Hangar.** The Hangar shall be used solely for the storage of aircraft and the keeping of equipment and supplies related thereto. The Tenant shall not, without the prior written consent of the Landlord, conduct, or cause, suffer, or permit others to conduct, any commercial activity of any nature in the Hangar or on the Premises, nor shall the Tenant keep or store any goods, supplies, materials or equipment in the Hangar, except as may be incidental to the storage or maintenance of aircraft. The Tenant shall not keep, or authorize, suffer or permit to be kept in the Hangar any fuel or other combustible matter other than that fuel contained solely within the fuel tanks of an aircraft or tug; provided, however, that there may be kept in the Hangar engine oil and deicing alcohol in suitable sealed containers, each of which has a capacity not in excess of one gallon. The Tenant shall not cause, suffer or permit any aircraft engine to be started in any hangar or on the apron of any hangar on the Premises. Tugs and towing devices may be kept and operated within the Hangar, provided, however, that any fuel required for the operation thereof shall be kept in the storage tank incorporated therein as designed by the manufacturer thereof. The Tenant shall not, and shall not cause, permit or suffer others to, fuel any aircraft inside the Hangar. The Tenant shall not, and shall not cause, suffer, or permit any vendor of fuel or other provisions to enter upon the Premises without the prior written consent of the Landlord.

6. **Access by Landlord.** The Landlord may use the roof, ceiling, walls, partitioning, and floors of the Hangar for piping, wiring, conduit, bracing and other fixtures to serve other hangars or other portions of the Premises. The Landlord shall have free and unrestricted right of access to Hangar at any time, provided, however, that the Landlord shall not be required to maintain Hangar or the Premises.

7. **Maintenance.** The Tenant shall be solely responsible for the repair of the Hanger and shall promptly, at Tenant's sole cost and expense, perform all repairs required to the roof, walls, and doors of the Hanger to cause the Hanger to become and remain in reasonable repair and the doors of the Hanger to be in reasonable operating order. The Tenant shall further cause the Hanger and its doors to be in such reasonable state of repair at the expiration or other termination of this Lease.

8. **Tenant To Keep Hangar and Premises Clean And Safe.** The Tenant shall at all times keep the Hangar free of all trash and debris. The Tenant shall cause there to be present, fully charged, and readily accessible a fire extinguisher of adequate capacity appropriate for use on petroleum fires. The Tenant shall not smoke, or authorize, suffer or permit others to smoke within the Hangar, nor shall the Tenant cause, suffer or permit there to be at any time any open flame or heating or cooking device of any nature within the Hangar. The Tenant shall not cause, suffer or permit any fuel to be drained from an aircraft within the Hangar. The Tenant acknowledges that the Landlord is not required to provide any dumpster or other trash collection facility and that the Tenant will have to either use such dumpster or other collection facility as may be provided for such purpose or remove all trash, refuse and debris from the Premises and the Airpark.

9. **Risk of Loss; Insurance.** The Tenant shall not, and shall not authorize, suffer or permit any third party to, place within the Hangar or bring upon the Premises any aircraft the hull of which is not fully insured against loss and damage to the full extent of the value of the aircraft both when in motion and when at rest, with "deductibles" of not in excess of One Thousand (\$1,000.00) Dollars with respect to any occurrence, and without there being third party liability insurance in force and effect with respect to said aircraft of not less than One Hundred Thousand (\$100,000.00) Dollars per person, per occurrence, and in the aggregate with respect to death, bodily injury and property damage, and without there being in force and effect with respect to all such insurance coverages a waiver of subrogation against the Landlord or the Landlord being named as an additional insured thereunder. The Tenant hereby agrees, on behalf of himself, his assignees, subtenants, licensees, guests and invitees, to look only to the proceeds of such insurance coverage as they, or any of them, may have in force for the recovery of any death, personal injury or loss or damage to any aircraft, equipment, or other personal property and the Tenant hereby waives and releases the Landlord from any claim or liability for any such injury, loss or damage and agrees to hold the Landlord harmless from and against any such claim or liability or the incurrence of any cost or expense of whatsoever nature, including attorneys' fees, with respect thereto. The Tenant shall take all measures and precautions necessary to implement the provisions of this paragraph, including, without limitation, the procurement from any appropriate insurer of a waiver of any right of subrogation against the Landlord. The Landlord may from time to time by notice increase the minimum limits of insurance specified in this subparagraph so as to cause the same to be consistent with such coverages which may be reasonably appropriate and available or to cause the same to correspond with that liability coverage required to be carried by Freestate under its master lease of the Airpark.

10. **Right of Inspection.** The Landlord, Freestate and the operator of the Airpark shall have the right to enter the Hangar at any time to view and inspect the same and to make repairs and replacements, or for the maintenance, protection or preservation of the Hangar, the Premises or the Airpark. In the case of any perceived emergency, the Landlord may, but shall not be required to, enter the Hangar to protect and preserve the Hangar or the Premises and take any such action as may be reasonably required to alleviate said actual or perceived emergency. The Landlord shall have no duty to inspect either the Hangar or any other portion of the Premises, and the Tenant recognizes that there is and shall be no person at the Premises charged with the inspection thereof and that the Landlord shall not be required to institute any means of ascertaining any emergency or required repair, except by being informed thereof by the Tenant and other tenants. In all events the Landlord shall be provided with a key to all exterior locks on the Hangar. The Landlord may provide duplicate of such keys to fixed base operators at the Airpark or others, in which event the Landlord shall have no liability to the Tenant for any improper use of any such key. The Tenant shall not change any lock on or about the Hangar without the Landlord's

consent and the Tenant agrees that such consent may be withheld, or may be conditioned upon the use of a particular type of lock so as to conform to any master key. In the event of a perceived emergency, the Landlord, the operator of the Airpark, or their agents or representatives, or any fixed base operator at the Airpark, may break any lock or otherwise forcibly enter the Hangar, and all damage resulting therefrom shall be repaired at the Tenant's sole cost and expense.

11. Damage to Premises, Hangar and Contents.

(a) **Damage to Hangar.** The Landlord shall not be responsible for any repair of the Hangar. In the event of damage to, or destruction of, the Hangar without negligence or fault by the Tenant, the Tenant may either repair the hangar at the Tenant's sole effort, cost and expense or terminate this Lease and vacate the Hangar.

(b) **Release of Landlord.** The Tenant hereby agrees to keep any aircraft and other all personal property in the Hangar insured against loss, damage, theft, fire, and all other casualty of whatsoever nature under a policy or policies of insurance containing, or properly endorsed to contain, a waiver of any right of subrogation against the Landlord. The Tenant agrees to look only to such insurance to recover for any such loss, damage or casualty and does hereby waive and release the Landlord from any claim, liability, or demand with respect thereto. The Landlord shall have no liability to the Tenant or the Tenants guests or invitees for the loss of use of or benefit from the Hangar, business interruption or any incidental or consequential damages, as a result of any casualty, and the Tenant shall indemnify and save harmless the Landlord from any liability, costs or expenses, including attorneys' fees, with respect to any such claim.

(c) **No Bailment.** This lease is for the use and occupancy of space only and in no event shall the Landlord be deemed to have the care, custody, possession, or control of any aircraft or other personal property in any hangar or otherwise located on the Premises, except for the purpose of lien, levy or distress.

11. Snow Removal and Grounds Maintenance. The Tenant recognizes that the operator of the Airpark and its successors have an obligation to the Landlord to cut grass and to remove snow from the taxiways serving the Premises, but not from the aprons serving the individual hangars. Accordingly, the Landlord shall have no liability to the Tenant for any failure to remove snow or ice from any such taxiway or ramp area or from any failure to cut grass, shrubs or trees. The Tenant shall be solely responsible for removing snow and ice from the apron serving the Hangar.

12. Premises To Be Kept Clear, Clean And Locked. The Tenants shall not cause suffer or permit any aircraft, automobile, other vehicle, baggage, freight, equipment or other property to be left unattended so as to impede the passage of aircraft, other vehicles or persons. Vehicles of the Tenant and the Tenant's guests and invitees may be parked in the Hangar in place of any aircraft while such aircraft is in use. The Hangar shall be kept closed and locked at all times that the Hangar is not attended by the Tenant or a responsible person acting on behalf of the Tenant.

13. Surrender. Upon termination of this lease, the Tenant shall surrender and deliver up the Hangar "broom clean" and in as good condition and repair as at the commencement of this Lease, ordinary wear and tear excepted and shall remove all the Tenant's personal property from the Hangar forthwith. Upon such termination all fixtures and improvements. Any personal property not removed prior to such termination shall be deemed to have been abandoned by the Tenant.

14. Holding Over; Triple Rent. In the event that the Tenant shall not immediately surrender possession of the Hangar at the termination of this Lease, the Tenant shall become a Tenant at sufferance at a monthly rental of three (3) times the monthly rental in effect immediately prior to such termination. The Tenant further agrees that, in addition to the triple rent specified herein and not in lieu thereof, the Tenant shall be liable to the Landlord for any damages of whatsoever nature which may be suffered by or incurred the Landlord by reason of the Tenants failure to immediately surrender the Hangar upon termination of this Lease.

15. Indemnification. The Tenant shall indemnify and save harmless the Landlord and its indemnitors and insurers from and against any and all claims, actions, damages, liability, and expense in connection with any death, personal injury or damage to property arising out of or from any occurrence in, upon, or at the Hangar or the Premises relating to the occupancy or use by the Tenant of the Hangar or the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or any assignee, subtenant, guest, licensee, or invitee of the Tenant. Such indemnification shall include, without limitation, all costs, expenses, and reasonable attorneys' fees which may be incurred or paid by or on behalf of the Landlord in defending or compromising any such claim or pursuing this or any other indemnification. In the event that the Landlord or its insurers or indemnitors shall seek from the Tenant indemnification with respect to any claim, debt, demand liability, or expense which the Landlord or its insurers or indemnitors has settled or compromised, such settlement or compromise shall be deemed and presumed to be fair, reasonable, and appropriate unless the Tenant shall establish by clear and convincing evidence, with the burden of proof being on the Tenant, that the Landlord was without potential liability with respect thereto or that the consideration paid or suffered by the Landlord with respect thereto was unreasonably excessive.

16. Signs And Other Exterior Decoration Or Fixtures. The Tenant shall not install, or suffer to be installed, any sign, symbol, plaque, or identifier on the exterior of the Hangar on other portion of the Premises and shall not paint or decorate the exterior of the Hangar or any other portion of the Premises in any manner whatsoever, or suffer the same to be done, without the prior written approval of the Landlord.

17. Rules And Regulations. The Authority, any operator of the Airpark from time to time, Freestate and the Landlord, or the successor in interest to any of them, may each from time to time adopt, supplement, modify, or rescind such

rules and regulations as may be reasonably calculated to further the enjoyment, general well being, safety, care, cleanliness, or appearance of the Airpark or the Premises, or to benefit, attract and accommodate patronage and tenants. Any breach or violation of any said rules or regulations by the Tenant shall constitute a material breach of this Lease. In the case of any rule or regulation promulgated by other than the Landlord, the promulgator of such rule or regulation shall have independent authority to enforce the same, including, without limitation, the right to any equitable remedy and the right to terminate this Lease, and shall be a third party beneficiary hereof for such purpose, and the Landlord shall not be deemed a necessary or indispensable party to any proceeding or controversy with respect to any rule or regulation not promulgated by the Landlord.

18. **Informational Filings.** The Tenant and its subtenants and assignees, if any, shall maintain on file with the Landlord, the operator of the Airpark, the Authority and any other interested governmental entity all such information and documentation as may from time to time be reasonably required by the Landlord, Freestate, the operator of the Airpark, the Authority, any governmental entity, or any insurer of the Airpark or the Premises. The same may include, without limitation: information relating to insurance maintained by the Tenant; copies of insurance policies; information relating to the Tenant's use of the Hangar; information relating to any aircraft kept in the Hangar; all information relating to, and copies of, any licenses or permits issued to the Tenant with respect to the Hangar; and, all information relating to any assignment or subletting of the Hangar, including copies of every such assignment or sublease.

19. **Nonwaiver.** No waiver by the Landlord of any default or breach of any covenant, condition, or agreement herein set forth or failure to enforce the same, no matter how often the same occurs, shall operate as a waiver of any subsequent breach of the same or similar nature. The acceptance by the Landlord of any rent from Tenant with knowledge of the existence of a default or breach of this Lease by Tenant shall not constitute a waiver by Landlord of such default or breach.

20. **Default.** In the event of a default or breach by the Tenant of any covenant, condition, agreement, or requirement under the terms and provisions of this Lease, Landlord shall in addition to, and not in lieu of, any and all remedies, legal and equitable, which may be accorded to the Landlord by law or by any other provision of this Lease have the right to terminate this Lease without prior notice, and without right of redemption, in the event that the Tenant shall be more than ten (10) days delinquent in any payment of any rent or other sum of money required hereunder to be paid by the Tenant or the Tenant shall be in default or breach as to the performance of any covenant, agreement, obligation, or requirement of this Lease.

(a) **Liquidated Damages.** Upon termination of this Lease as set forth in this paragraph, the Landlord shall have the right, at its election, to recover, as liquidated damages, a sum equal to four (4) times the amount of the last due monthly rent together with all additions and adjustments thereto, without any obligation to relet the Hangar and without any setoff for the reasonable rental value of the Hangar for the remainder of the term of the Lease. Such right of the Landlord to elect such liquidated damages is provided in lieu of any right of acceleration.

(b) **Lien Rights.** The Landlord shall have a lien pursuant to Subtitle 2 of Title 16 of the Commercial Law Article of the Maryland Code, and any amendment or replacement thereof, upon any aircraft kept or stored in the hangar, and in addition thereto, and not in lieu thereof, the Landlord shall have the right to distress and levy pursuant to Subtitle 3 of Title 8 of The Real Property Article of the Maryland Code, and any amendment or replacement thereof, for the payment of any rent or other sum which may be due by the Tenant to the Landlord pursuant to this Lease.

(c) **Holdover.** In the event the Landlord shall terminate this Lease as a result of any default or breach by the Tenant and the Tenant shall not forthwith vacate the Premises, the Tenant shall be deemed to be holding over and shall thereafter be liable to the Landlord for triple rent as herein provided.

(d) **Remedies Cumulative; Interest; Expenses.** All remedies of the Landlord shall be cumulative, and no election or acceptance of any remedy shall be deemed a waiver of any other remedy. All awards to the Landlord shall bear prejudgment interest at the rate of ten (10%) percent per annum. In addition to all other remedies, the Tenant will pay all attorneys' fees and other expenses incurred by the Landlord in enforcing its rights with respect to any breach or default by the Tenant with respect to any obligation hereunder and the same shall be added to any judgment in favor of the Landlord.

(e) **Notice Not Required.** Nothing in this Lease shall be deemed to require the Landlord to give the Tenant any notice, including, without limitation, that notice specified in Sections 8-401 or 8-402 of the Real Property Article of the Maryland Code prior to commencement of an action to regain possession of the Premises or for nonpayment of rent or any adjustments or additions thereto, for distress or any other lien rights to secure any payment, or any other matter relating to this Lease or the Hangar

(f) **Remedies of Others.** In the event that the Tenant shall violate any valid rule or regulation promulgated by the Authority, the operator of the Airpark, or Freestate, they, or any of them, shall have the right to terminate this lease and shall have all the rights, remedies and benefits granted to the Landlord hereunder and may proceed against the Tenant in the same manner as if they, or any of them, were the Landlord hereunder, and may recover all such damages, costs, and expenses, including attorneys' fees, that they, or any of them, may have suffered or incurred, all without the necessity of the Landlord being a party to any such action or proceeding. In the event that any such other party shall cause the termination of this Lease or dispossess the Tenant from the Hangar, the Hangar shall revert to the Landlord.

21. **Time of Essence.** Time is of the essence with respect to the payment of rent and all other sums due the Landlord hereunder and the performance of all other obligations of the Tenant under this Lease.

22. **Waiver of Jury Trial; Venue.** In the interest of expediency and efficiency, the parties do hereby mutually agree that in any litigation concerning this Lease, the Hangar, the Premises, or any use or activity thereon or thereabout, the Landlord and the Tenant each agree to, and do hereby, waive trial by jury in any such proceeding, and agree that the proper venue for any such action which is brought in a state court shall be Montgomery County, Maryland.

23. **Notices.** Except in the event of a physical emergency, any notice which may be given, or is required to be given, by either party or to the other shall be given in writing and mailed by either certified or registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when so mailed. Any such notice intended for the Tenant shall be mailed to the name and address of the Tenant set forth on the execution page hereof, and if intended for the Landlord the same shall be addressed to:

Aviation Facilities Corporation

Either party may from time to time change the address for such notice, or designate the name and address of an agent for the receipt thereof, by notice given in accordance herewith. Notwithstanding the foregoing, statements rendered by the Landlord to the Tenant regarding additions or adjustments to rent, manner of payment of rent, information related to assessments, inspections, rules and regulations relating to the Hangar, the Premises, or the Airpark or any other matter which does not assert a breach of this Lease by the Tenant, may be mailed to the Tenant by ordinary first class mail, postage prepaid, without the same being registered or certified, and any such notice to the Tenant shall be deemed to have been given when so mailed.

24. **Assignment and Subletting.** The Tenant shall not assign this Lease or sublet the Hangar without the prior written consent of the Landlord. The Tenant recognizes that in the event the Landlord is then maintaining a waiting list for hangar space such consent will be denied. Any endeavored assignment or subletting without the Landlord's prior written consent shall be null and void.

25. **Binding Effect.** This Lease shall be binding upon and inure to, the benefit of the parties hereto and their heirs, successors, personal representatives, subtenants and assigns, subject to the provisions hereof dealing with assignment and subletting. In the event the Tenant shall be more than one individual, the obligations of the Tenant shall be joint and several.

26. **Completeness and Modifications.** This Lease, including the recitals hereto, contains the entire understanding between the parties with respect to the Hangar and the Premises, and there are no other written or oral promises, representations or warranties by or on behalf of either party to the other or any other agreement existing between them with respect thereto. The terms of any and all announcements or advertising material are merged herein and superseded hereby. No amendment or modification hereof shall be effective unless the same be in writing signed by all parties hereto. This Lease supersedes any and all prior Leases or licenses between the parties or their predecessors in interest.

27. **Headings and Index.** Any index, table of contents or other guide to this Lease, and all headings preceding the text of the several paragraphs and subparagraphs hereof, are provided solely for convenience of reference and shall not constitute a part of this Lease or affect its construction, interpretation or effect.

28. **Severability.** In the event that any provision hereof is determined to be invalid or unenforceable, the same shall not be deemed to affect or impair the validity of the balance hereof and this Lease shall be read and construed as if such invalid or unenforceable provision were not present; provided, however, that in the event that the Landlord, in its sole and absolute discretion, determines that such invalidity or unenforceability materially affects the nature of the relationship between the parties, the Landlord may upon notice to the tenant terminate this lease.

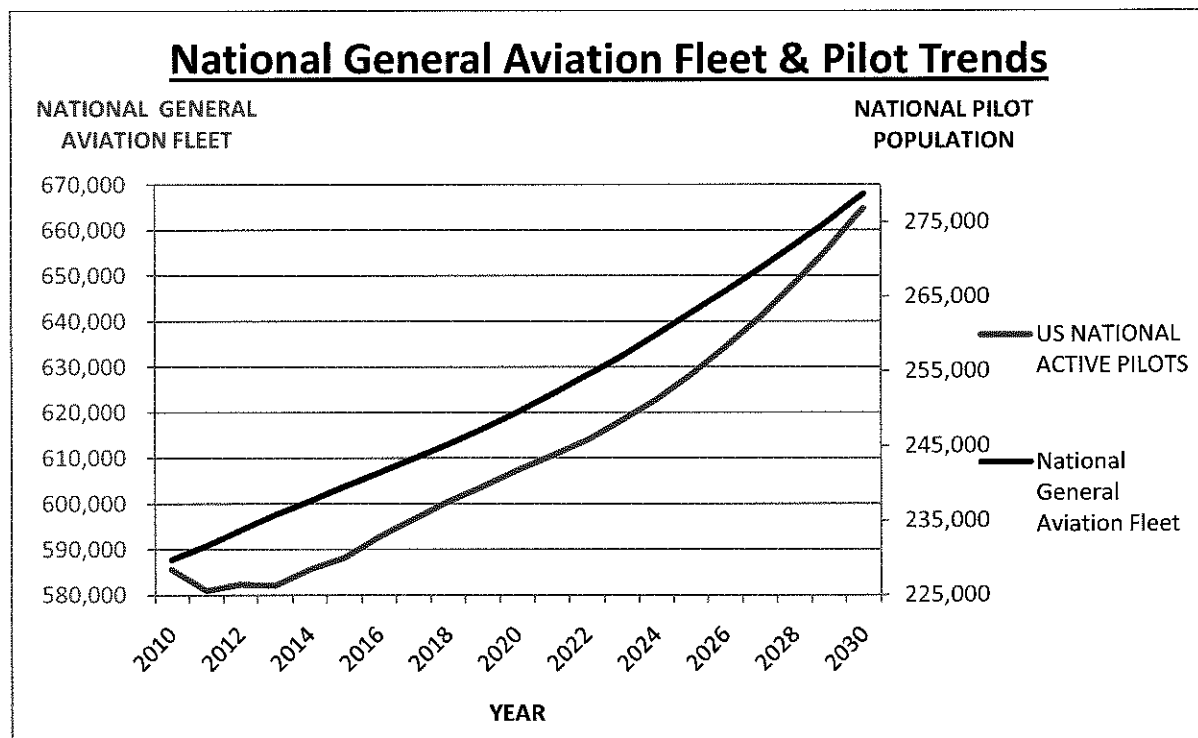
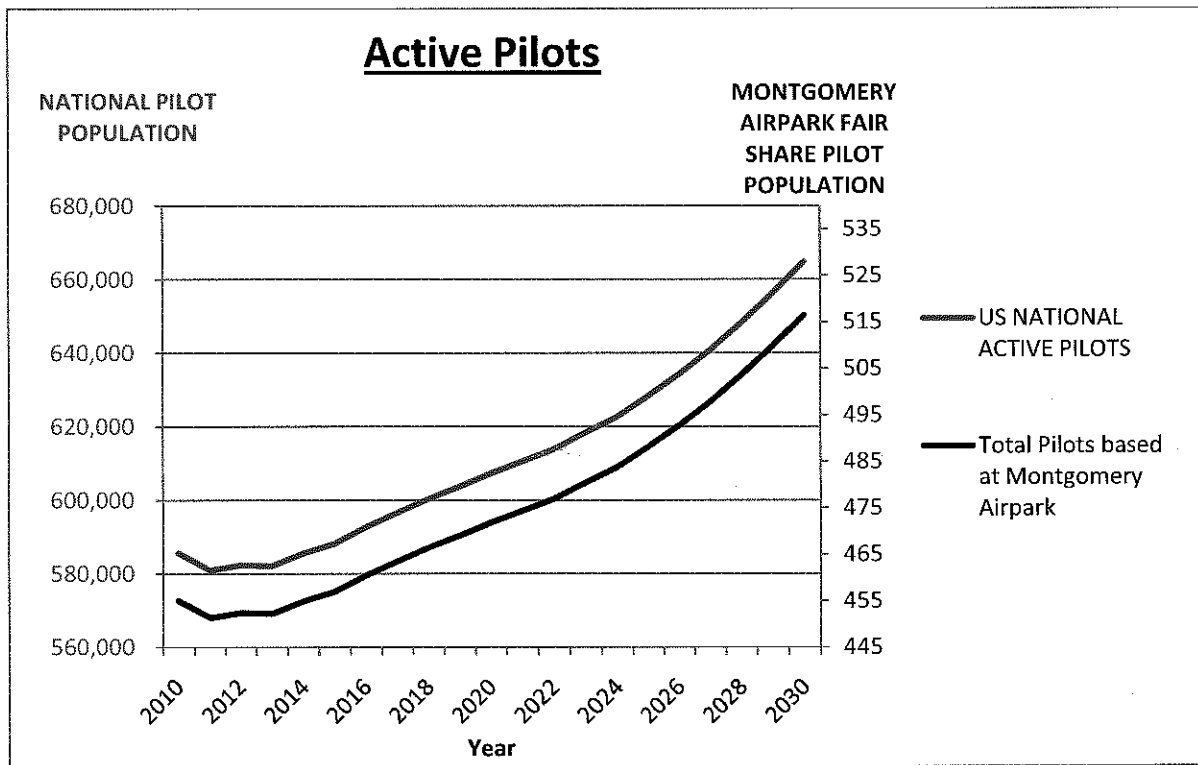
29. **Gender and Number.** Any pronoun which, if read in its natural context, is incorrect as to gender or number shall be read and construed as if the same were in the proper gender and number.

30. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Maryland.

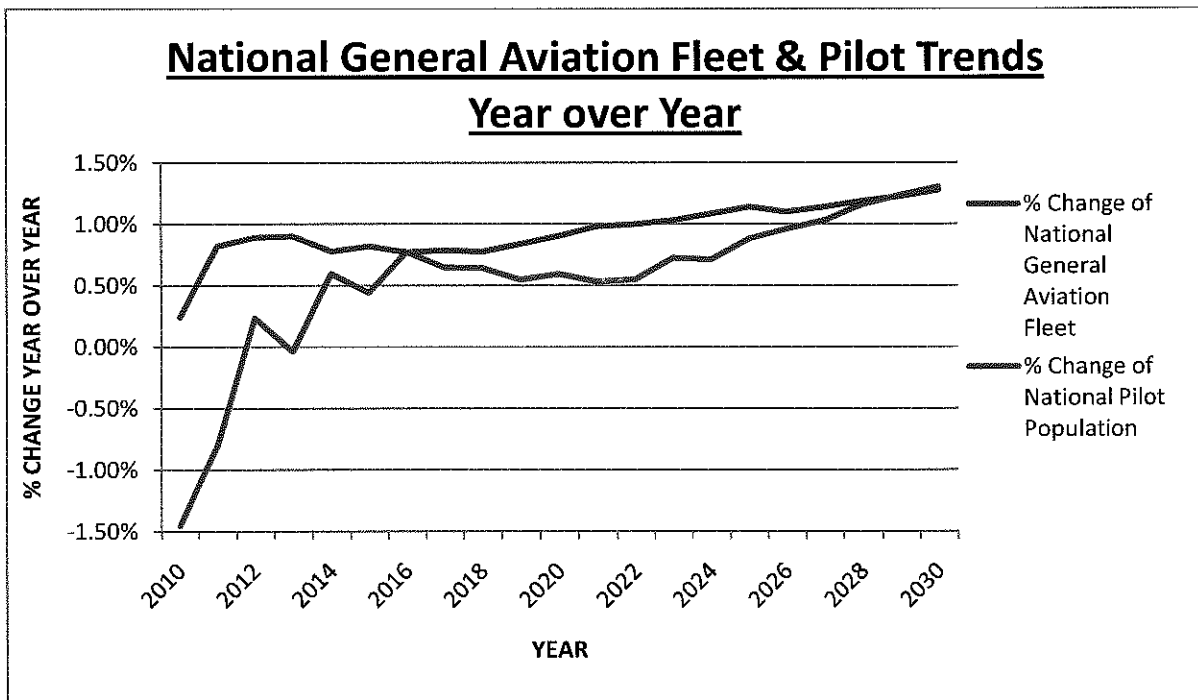
31. **Execution.** This Lease shall be deemed an instrument under seal and may be executed in two (2) or more counterparts, each of which shall constitute a duplicate original, but all of which, taken together, shall constitute one and the same instrument. This Lease shall not be deemed to have been either executed or delivered by the Landlord until and unless signed by a corporate officer of the Landlord a fully executed counterpart thereof has been delivered to the Tenant.

32. **Miscellaneous.** The tenant shall at his sole cost and expense forthwith completely restore and renovate the Hangar and shall remove and dispose of the abandoned automobile and all trash and debris therein.

ATTACHMENT C



ATTACHMENT C



Division 59-C-5. Industrial Zones.

Sec. 59-C-5.1. Zones established.

The following are the industrial zones and their identifying symbols:

- I-1-Light industrial
- I-2-Heavy industrial
- I-3-Technology and business park
- I-4-Low-intensity, light industrial
- R&D-Research and development
- LSC-Life Sciences Center

(Legislative History: Ord. No. 10-7, § 1; Ord. No. 11-49, § 1; Ord. No. 11-50, § 3; Ord. No. 13-33, § 1.)

Sec. 59-C-5.2. Land uses.

A fundamental distinction between heavy industrial uses and light industrial uses involves the character of the industrial development. Typically, heavy industrial uses require larger sites to accommodate activities that often involve a variety of concurrent industrial processes on one site. Heavy industrial developments generally involve larger volumes of heavy truck traffic and are located near specialized transportation links such as rail and major highways. In addition, heavy industrial uses are often noisy, dusty and dirty, as compared to other types of industrial and commercial activities. Heavy industrial uses are restricted to land classified in the I-2 Zone because the large scale nature of such uses, the traffic impacts, and environmental effects could be disruptive to lighter intensity industrial and commercial areas.

Light industrial uses generally involve small to medium scale industrial activities including, but not limited to, research and development, warehousing and storage activities, light manufacturing and assembly of products, and other similar uses. Light industrial uses usually generate less heavy truck traffic and have fewer adverse environmental effects on surrounding areas, as compared to heavy industrial uses.

59-C-5.21. Allowable uses.

No use is allowed except as indicated in the following table:

-Permitted Uses. Uses designated by the letter "P" and uses of a similar character, are permitted on any lot in the zones indicated, subject to all applicable regulations.

-Special Exception Uses. Uses designated by the letters "SE" may be authorized as special exceptions, in accordance with the provisions of Article 59-G.

	I-1	I-2	I-3	I-4	R&D	LSC
(a) Residential.						
Accessory residential unit. ³⁸				P		
Dwellings.	SE		SE	SE		
Dwellings, for caretakers or watchkeepers and their families or for bona fide agricultural operations.	P	P	P	P	P	
Hotel or motel. ¹	SE		SE			
(b) Manufacturing and industrial.						
I. Uses of a light industrial nature.						
Bakery.	P	P		P		
Blacksmith shops, welding shops, ornamental iron works, and machinery shops, excluding drop hammers and punch presses over 20 tons rated capacity.	P	P	P	P	P	
Bottling plants.	P	P		P		
Confectionery production.	P	P		P		
Contractors, storage yards.	P	P				
Dry cleaning and laundry plant.	P	P		P		
Electroplating and manufacturing of small parts such as coils, condensers, transformers, and crystal holders.	P	P	P	P	P	
Food production, packaging, packing and canning of.	P	P		P		
Fuel storage yards.	P	P				
Ice manufacturing and storage.	P	P		P		
Manufacturing of light sheet metal products.	P	P	P	P	P	
Manufacturing, compounding, assembling or treatment of articles from the following previously prepared materials: bone, cellophane, plastic, canvas, cloth, cork,	P	P		P		

feathers, felt, fiber, fur, hair, horn, leather, textiles, yarns, glass, precious or semi-precious metals or stones, and tobacco.	P									
Manufacturing, compounding, processing or packaging of cosmetics, drugs, perfumes, pharmaceuticals, toiletries and products resulting from biotechnical and biogenetic research and development.	P						P	P	P	P
Manufacturing, fabrication and/or subassembly of aircraft or satellite parts, components, and equipment.	P						P	P	P	
Manufacturing of musical instruments, toys, novelties, and rubber and metal stamps.	P						P			
Manufacturing of paint not employing a boiling or rendering process.	P		P					P		
Manufacturing of pottery and figurines or other products using previously pulverized clay and kilns fired only by electricity or gas.	P		P					P		
Manufacturing and assembly of electronic components, instruments and devices.	P						P	P	P	
Manufacturing and assembly of machine parts, components and equipment.	P		P					P		
Manufacturing and assembly of medical, scientific or technical instruments, devices and equipment.	P						P	P	P	P
Manufacturing and assembly of mobile, modular and manufactured homes.	P		P					P		
Manufacturing and assembly of semiconductor microchips, circuits and circuit boards.	P						P	P	P	
Manufacturing of yeasts, molds, and other natural products necessary for medical and biotechnical research and development.	P						P	P	P	P
Paper products manufacturing.	P		P					P		
Printing and publishing.	P						P	P	P	

Research, development and related activities.	P	P	P	P	P	P
Sawmills.	P		P			
Sign making shop.	P		P		P	
Stoneworks.	P		P			
Tinsmith and roofing services.	P		P		P	
Wood products manufacturing.	P		P		P	
II Uses of a heavy industrial nature.						
Alcoholic beverage manufacturing.	SE		P			
Automobile recycling facility			P			
Distillation of coal, tar, or wood			P			
Central mixing plants for asphalt, concrete or other paving materials.			P			
Chemicals, except sulfuric, nitric, hydrochloric acid or other corrosive or offensive chemicals.			P			
Dye works.			P			
Fertilizer mixing plants.			SE			
Foundries or metal fabrication plants.			P			
Incinerators. ⁶			SE ²⁷			
Manufacturing of brick, clay, terra cotta and tile.			P			
Manufacturing of cinder blocks.			P			
Manufacturing of printing inks.			P			
Manufacturing of synthetic fabrics such as rayon.			P			
Manufacturing of cloth made from shoddy or other similar material.			P			
Off-loading and transfer sites for storage of sand, gravel or rocks.	P ⁷		P		P ⁷	
Recycling facility.	P ³⁰		P		P ³⁰	
Rock crusher, washing and screening plants.			P			
Sanitary landfills. ⁶			SE ²⁷			

Starch, glucose and dextrin.	P			
Steam power plants.	P			
Sove polish.	P			
Sugar refineries.	P			
(c) Transportation, communication and utilities.				
Amateur radio facility.	P ^{35/}	P ^{35/}	P ^{35/}	P ^{35/}
	SE	SE	SE	SE
	SE	SE	SE	SE
Cable communications system. ⁵	P	SE	SE	P
Electric power transmission and distribution lines, overhead, carrying more than 69,000 volts.	P	P	P	P
Electric power transmission and distribution lines, overhead, carrying 69,000 volts or less.	P	P	P	P
Electric power transmission and distribution lines, underground.	SE	SE	SE	SE
Heliports.	SE	SE	SE	SE
Helistops.	SE	SE	SE	SE
Parking of motor vehicle, off-street, in connection with any use permitted.	P ²	P ³	P	P
Parking of motor vehicle, off-street, in connection with any use permitted in a commercial zone.	SE			
Pipelines, aboveground.	P	P	SE	SE
Pipelines, underground.	P	P	P	P
Public utility buildings and structures.	SE	SE	SE	SE
Radio and television broadcasting stations and towers.	P ^{33/}	P	P ^{23/}	P ^{33/}
	SE		SE	SE
Railroad tracks.	P	P	P	P
Railroad yards or roundhouses.		P		
Roof-top mounted antennas and related unmanned equipment building, equipment	P	P	P	P

[illegible]

2

Sand gravel or clay pits.		P				
Stockyards.	SE	SE				
(b) Miscellaneous uses.						
Accessory buildings and uses.	P	P	P	P	P	P
Signs, in accordance with the provisions of article 59-F.	P	P	P	P	P	P

- 1 On a lot which is a part of or adjacent to an area of at least 50 acres which is zoned industrial or shown for industrial use on an approved and adopted master plan.
- 2 All parking must be on I-1 zoned land.
- 3 All parking must be on I-2 zoned land.
- 4 A telecommunication facility is a permitted use up to 199 feet in height with a setback of one foot for every foot of height from all residential and agricultural zoned properties.
- 5 Except as provided in sections 59-A-6.9 and 59-G-2.10.1.
- 6 Must be included in the Comprehensive Solid Waste Management Plan for Montgomery County.
- 7 In the I-1 and I-4 zones, activities involving the off-loading, transfer or storage of sand, gravel or rocks must be set back at least 750 feet from the nearest residential property.
- 8 Subject to requirements of section 59-C-4.367. In addition, automobile sale uses are subject to the requirements for site plan review as contained in division 59-D-3.
- 9 Excluding drive-ins.
- 10 When located in an industrially zoned area containing more than 10 acres of land. Such facilities may be freestanding, and may be located on an internal business district street, but shall not adjoin any street or highway which provides access to the industrial area.
- 11 When in a building that is insulated sufficiently to prevent interior noise from reaching any neighboring use.
- 12 For business related to the principal use.
- 13 In the R&D and LSC zones, no more than 50 percent of the gross floor area may be utilized for general office use.

- 14 If in existence on June 26, 1989. Such use is not a nonconforming use and may be modified in accordance with paragraph (c) Section 59-G.1.3.
- 15 Such uses must not include the storage of materials and goods associated with uses prohibited in the zone. Where such uses abut residentially-zoned properties, they must be screened by a solid or sight-tight fence not less than 6 feet in height. Stored materials cannot exceed the height of the fence within a setback area equal to the required setback in the adjoining residential zone, and in no case can stored materials exceed 15 feet in height. This requirement is not applicable to quarries licensed under to Chapter 38 of the Montgomery County Code.
- 16 Not including storage of materials and goods prohibited in this zone. Temporary outdoor storage must comply with the requirements of subsection 59-C-5.434, "Enclosed Buildings and Temporary Outdoor Storage."
- 17 Must not adjoin any street which provides the principal access to the principal use or uses served.
- 18 For use in connection with the operation of an establishment and primarily for employees.
- 19 Related to uses allowed in the zone.
- 20 A building materials and supplies use operating in the I-3 zone as of June 6, 1989, is not a non-conforming use and may be expanded in accordance with the standards of the I-3 zone.
- 21 A car wash with up to 2 bays may be allowed as an accessory use to an automobile filling station.
- 22 In accordance with adult entertainment business restrictions as provided in Section 59-A-6.16.
- 23 Reserved.
- 24 Must comply with all County building and related codes. Application for a building permit must be accompanied by a letter or other communication indicating that the State Department has been notified of the proposed location.
- 25 In accordance with Section 59-A-6.13.
- 26 Refer to Sec. 59-A-6.14.
- 27 Subject to the special exception standards of Sec. 59-G-2.54.2.
- 28 Preschool and kindergarten educational programs, subject to accreditation by the State, are permitted as an accessory use.

29 In accordance with Section 59-C-5.23; and also operated for the convenience of hospital and clinic users.

30 Recycling construction or demolition debris is prohibited.

31 If in existence in this zone on February 9, 1998.

32 In a building existing in the I-1 zone as of May 25, 1998. Research facilities are not required.

33 A radio and television broadcasting station without a broadcast tower is a permitted use.

34 In a building existing before January 3, 2005.

35 Must not exceed 65 feet in height; however, a special exception for additional height may be granted by the Board of Appeals if it can be demonstrated that the additional height is the minimum needed to engage in amateur radio communications under a license issued by the Federal Communications Commission. Any amateur radio facility existing before December 26, 2005 that exceeds 65 feet in height is a conforming structure.

36 Only if a building permit was issued before the property was reclassified to the I-3 zone. Any wholesale trade use or structure existing before the property was reclassified to the I-3 zone is conforming and may be modified, reconstructed, or enlarged in accordance with the standards of the zone in effect for the property before the property was reclassified to the I-3 zone, except that the building height and setbacks must conform to the recommendations of the applicable master plan or sector plan. Any modification, reconstruction, or enlargement of a wholesale use or structure in accordance with the standards of the zone in effect for the property before the property was reclassified to the I-3 zone requires a site plan under Section 59-D-3.

37 Only if a building permit was issued before the property was classified to the R&D zone. Any building material and supply use for which a building permit was issued before the property was classified to the R&D zone is a conforming use and may be modified, reconstructed, or enlarged in accordance with the standards of the zone in effect for the property before the property was reclassified to the R&D zone.

38 Only in a Transit Station Development Area.

59-C-5.22. Prohibited uses.

The following heavy industrial uses, and others of a similar nature, are expressly prohibited.

Arsenals.

Blast furnaces.

Boiler works.

11

Distillation of bones.

Dumps.

Fat rendering.

Forge plants.

Grease, lard or tallow manufacturing or processing.

Incinerators or reduction of dead animals, garbage or offal, except when operated or licensed by a duly authorized public agency.

Manufacture of any of the following:

Acetylene.

Ammonia, bleaching powder, chlorine.

Asphalt.

Celluloid or pyroxylin (or treatment thereof).

Disinfectants

Emery cloth and/or sandpaper.

Explosives, fireworks or gunpowder.

Fertilizers.

Gas for illumination or heating.

Glue, size or gelatin.

Insecticides.

Lampblack.

Leather goods.

Linoleum.

Matches.

Mortar, lime, plaster, cement, gypsum.

12

- (c) Such use must not front on or abut any street with a right-of-way of 70 feet or more unless the street is internal to the industrially zoned area. Such use, however, must not front on or abut any street with an existing or master planned right-of-way of 100 feet or more. All access to such use must be from interior streets within the industrially zoned area.
- (d) The display of a sign must comply with the requirements established in Article 59-F of this chapter.
- (e) In the I-3 and R&D zones, such use may be located within any building as a use in accordance with the following requirements:
 - (1) Such incidental use must not be located above the first floor;
 - (2) Such incidental use must satisfy the requirements of subsections (a), (b) and (d), above.

The provisions of this section shall not apply to any land or building lawfully existing, under construction, or for which a building permit has been issued prior to August 19, 1987.

(Legislative History: Ord. No. 8-53, §§ 14, 15; Ord. No. 8-54, §§ 6-8; Ord. No. 8-60, § 1; Ord. No. 8-69, § 2; Ord. No. 8-79, § 1; Ord. No. 9-83, § 4; Ord. No. 10-2, § 1; Ord. No. 10-6, § 3; Ord. No. 10-7, § 2; Ord. No. 10-17, § 2; Ord. No. 10-39, § 6; Ord. No. 10-53, § 14; Ord. No. 10-55, § 1; Ord. No. 11-8, § 1; Ord. No. 11-11, §§ 1, 2; Ord. No. 11-31, § 3; Ord. No. 11-41, § 7; Ord. No. 11-49, §§ 2, 3; Ord. No. 11-50, §§ 4-6; Ord. No. 11-51, §§ 2, 3; Ord. No. 11-52, § 2; Ord. No. 11-68, § 1; Ord. No. 11-81, § 1; Ord. No. 11-91, § 3; Ord. No. 12-5, § 1; Ord. No. 12-8, § 2; Ord. No. 12-10, § 3; Ord. No. 12-22, § 3; Ord. No. 12-27, § 1; Ord. No. 12-46, § 3; Ord. No. 12-51, § 5; Ord. No. 12-68, § 2; Ord. No. 12-72, § 1; Ord. No. 12-75, § 5; Ord. No. 13-5, § 1; Ord. No. 13-14, §§ 3, 4; Ord. No. 13-18, § 2; Ord. No. 13-21, § 6; Ord. No. 13-27, § 4; Ord. No. 13-33, § 1; Ord. No. 13-38, § 2; Ord. No. 13-41, § 1; Ord. No. 13-58, § 3; Ord. No. 13-68, § 2; Ord. No. 13-76, § 1; Ord. No. 13-80, § 2; Ord. No. 13-82, § 1; Ord. No. 13-89, § 1; Ord. No. 14-5, § 2; Ord. No. 14-19, § 4; 14-47, § 1; Ord. No. 15-01, § 3; Ord. No. 15-10, § 2; Ord. No. 15-40, § 1; Ord. No. 15-54, § 6; Ord. No. 15-57, § 1; Ord. No. 15-58, § 1; Ord. No. 16-21, § 1; Ord. No. 16-30, § 1.)

Editor's note—Section 59-C-5.21 is interpreted in Big Wolf Discount Video Movie Sales, Inc. v. Montgomery County, 256 F. Supp. 2d 385 (2003), where the Court upheld the validity of the County's adult entertainment ordinance. Section 59-C-5.2 is quoted in Mossburg v. Montgomery County, 107 Md.App. 1, 666 A.2d 1253 (1995). Section 59-C-5.2 [formerly §§111-9 and 111-10] is cited and interpreted in St. Luke's House, Inc. v. Digulian, 274 Md. 317, 336 A.2d 781 (1975), and is cited in Cohen v. Willett, 269 Md. 194, 304 A.2d 824 (1973). Section 59-C-5.2 [formerly §59-42] is cited in Logan v. Town of Somerset, 271 Md. 42, 314 A.2d 436 (1974). Section 59-C-5.2 [formerly §111-24] is quoted in part in Brown v. Wimpers, 250 Md. 200, 242 A.2d 157 (1968). Sections 59-C-5.2 to 5.4 [formerly §111-24] are quoted in Bigenhol v. Montgomery County Council, 248 Md. 386, 237 A.2d 53 (1968). Section 59-C-5.21 is cited in Mossburg v. Montgomery County, 329 Md. 494, 620 A.2d 886 (1993), wherein the

- Oil cloth and/or oiled products.
- Paint, oil, shellac, turpentine or varnish employing a boiling or rendering process.
- Potash.
- Rubber or products made therefrom.
- Soap.
- Shoeblacking or polish.
- Soda or soda compound.
- Acids or other corrosive or offensive substances.
- Tar or tar roofing or water proofing or other tar products or distillation thereof.
- Yeast, except as part of medical and biotechnical research and development.
- Ore reduction.
- Packing houses, including meat canning or curing houses.
- Petroleum refining, or storage in more than tank car lots.
- Rolling mills.
- Smelting.
- Tanning, curing or dyeing of leather, rawhides or skins, or storage of skins.
- Wool pulling or scouring.

59-C-5.23. Retail sales and personal services.

Retail sales and personal services operating primarily for the convenience of employees of Industrial zones are permitted uses subject to the following limitations:

- (a) Such use must not be located in an industrially zoned area containing less than ten contiguous acres of land classified in industrial zones.
- (b) Such use must not occupy more than 5 percent of the total floor area of the buildings on a lot or group of contiguous lots in common ownership and control at the time of subdivision approval.

supermajority requirement imposed for special exception by § 59-A-4.123 is held invalid as not authorized by the Regional District Act.

Sec. 59-C-5.3. Development standards.

	I-1	I-2	I-3	I-4	R&D	LSC
59-C-5.31 Building height.						
No building shall exceed the following height limits:						
(a) Normally:						
-In stories	3	5		3		
-In feet	42	70	100	42	50	100
(b) In the I-1 zone this height may be increased in accordance with the requirements of section 59-C-5.41.						
59-C-5.32. Coverage limitations. (Percent of gross tract area)						
-Green area shall be provided for not less than	10	10	35	20 ³	30	25
-Off-street parking is not allowed to occupy more than			45 ⁴			
59-C-5.321. Maximum density of development. ² The maximum density of development must not exceed the following floor area ratio which is to be based on and may be averaged over the gross tract area.					0.30	
In the I-3 and LSC zones, the maximum density of development must not exceed the following floor area ratio, based on gross tract area, which may be averaged over 2 or more lots created by the same subdivision plan if the density is recorded by covenant in the land records for all affected lots. When averaging is used for previously approved subdivision plans the total development density must not exceed the density for which Facility approval was previously granted, unless a new Adequate Public Facility test is applied. In such situations, the shift of density must be recorded in the land records for all affected lots. Adequate Public Facility approval was			0.50			0.30

previously granted, unless a new Adequate Public Facility test is applied. In such situations, the shift of density must be recorded in the land records for all affected lots.									
In the I-3 zone, the maximum density may be increased up to a maximum floor area ratio of 0.60 provided that the applicant for development obtains approval of a traffic mitigation agreement at the time of site plan review, that will result in traffic generation equal to or less than a project with a floor area ratio of 0.50.									
In the LSC zone, the maximum density may be increased to a maximum floor area ratio of 0.50 provided the applicant for development obtains approval of a traffic mitigation agreement in accordance with Section 59-C-5.475.									
59-C-5.322. Requirement for landscape plan. In the R&D zone, the preliminary plan of subdivision must include a landscape plan and a plan for the preservation of natural features.									

- 1 In unusual circumstances, may be waived by the planning board at the time of site plan approval upon a finding that a more compatible arrangement of uses would result.
- 2 An entire floor or story or a portion of a floor or story used exclusively for mechanical equipment is excluded from the maximum density of development calculation, and no portion of any floor or story excluded from the maximum density calculation that exceeds the Floor Area Ratio of the zone may be used for any other purpose. The aggregate area of any partial floors or stories excluded from the maximum density of development calculation must not exceed the gross floor area of any full floor of the building.
- 3 May be reduced in a Transit Station Development Area under 59-C-5.44(f).

59-C-5.33. Setbacks in the I-1 and I-2 zones.

All buildings shall be set back from lot lines at least as follows:

- (a) From any street right-of-way:
 - (1) Ten feet if the right-of-way line is established on a master plan.

(2) Sixty feet from the center line of the street if there is no master plan showing the right-of-way line.

(b) From any other lot line:

- (1) If the lot adjoins a residential zone which is not:
 - Recommended on a master plan for commercial or industrial zoning, or
 - Used as a public parking lot

then the setback shall be not less than that required in the adjoining zone.

(2) In all other cases, no setback is required.

(3) If a yard is provided, it shall not be less than 10 feet in width.

59-C-5.34, Setbacks in the I-3 and R&D zones.

(a) All buildings, off-street parking, loading and maneuvering areas must be set back from lot lines in accordance with the standards shown in the following schedule:

	Buildings	Parking, Loading, and Maneuvering Areas
(1) From abutting residentially zoned property:		
-Recommended for one-family zoning and development on the applicable master plan.	200'	100'
-Recommended for residential zoning and development, other than one-family, on applicable master plan.	100'	100'
-Recommended for nonresidential development in the I-3 or R&D zone on the applicable master plan:	20'	20'
However, if proposed building is more than 40 feet in height then 1 foot of additional building setback for each 2 feet of height	1:2	20'
-Recommended for non-residential development in a commercial or industrial zone other than I-3 or R&D on the applicable master plan.	25'	25'
-Developed with nonresidential uses, including off-street parking.	50'	50'

If the abutting residentially zoned property is developed with residential uses, the Planning Board may require greater than the minimum setback, not to exceed 200 feet, to achieve compatibility between the residential development and the proposed industrial development.	25'		
(2) From abutting commercial or industrial zoning other than the I-3 or R&D zones.	20 ³		25'
(3) From an abutting lot classified in the I-3 or R&D zones:			20 ⁴
-If proposed building is more than 40 feet in height then 1 foot of additional building setback for each 2 feet of height.	1:2 ³		20 ⁴
(4) From the following roadways as shown on the approved and adopted master plan:	200'		100'
-An existing or planned limited access freeway ¹	200'		100'
-A major highway in the I-3 zone.	100'		100'
-A major highway in the R&D zone	50'		50'
-An arterial road separating the I-3 and R&D zones from:			
-Existing one-family residential zoning and development	100'		50'
-Residential zoning or development other than one-family residential	50'		50'
-An arterial road that separates the zone from a commercial or industrial zone.	25'		35 ²
-An arterial road, local street, or private street within the I-3 or R&D zones	25'		35 ²
-A transitway	25'		25'

(b) Two buildings on the same lot must be set back from each other a distance of at least 30 feet.

¹ One hundred feet from interchange ramp for buildings and 50 feet from interchange ramp for parking. The setback for parking structures may be reduced below 200 feet but not below 100 feet upon approval by the planning board.

In addition to the above requirements, the following special regulations shall apply to certain zones.

59-C-5.41. Special regulations-I-1 zone.

- (a) **Off-street parking.** The off-street parking required by article 59-B shall be provided on land which is in the I-1 zone unless provided through a joint use agreement.
- (b) **Development above three stories.** In order to encourage planned development of employment centers, to preserve open space within such developments, and generally to enhance the environment of large employment centers, the height limit in this zone may be increased to 10 stories or 120 feet; provided, that the applicable approved and adopted master plan does not indicate that large employment centers are unsuitable for the applicable site; and provided further that the following site development standards and site plan review procedure shall be in effect. Development in accordance with this subsection shall be subject to all of the requirements of the I-1 zone except as specifically modified herein.

- (1) **Height limit.** No building shall exceed 10 stories or 120 feet in height.
- (2) **Green area.** In addition to the minimum green area required in section 59-C-5.32, green area shall be provided in an amount not less than 5 percent of the net lot area for each story over 3 stories. Where more than one building is constructed on a lot or tract, the amount of additional green area shall be not less than 5 percent of the net lot area multiplied by the ratio of the gross floor area (excluding the first 3 floors) to the area of the lot covered by buildings (excluding structures of 3 stories or less).
- (3) **Setbacks.** Any building shall be set back from any lot line that adjoins a lot in a residential zone, which has not been recommended for a commercial or industrial zone on a local zoning plan duly adopted by the commission, a distance equal to one-half the height of the building.
- (4) **Development procedure.** The procedure for site plan approval shall be as set forth in division 59-D-3.

59-C-5.42. Special regulations-I-1 and I-2 zones.

59-C-5.421. Nonconforming uses, amendment of 1971. Any use which is not permitted in these zones but was lawfully existing prior to the amendments of March 16, 1971, shall not be regarded as a nonconforming use; but additions or structural alterations thereto shall not exceed 10 percent of the gross floor area existing on that date and be in conformance with the setback, height and green area regulations as now required in section 59-C-5.3.

59-C-5.422. Effective date. Where land is zoned in the I-1 or I-2 classification on March 16, 1971, the effective date of adoption of this section, the provisions of this section shall not be in effect if construction in accordance with the provisions of this zone prior to adoption of this section shall be undertaken over and beyond the excavation and foundation work within a period of one year from March 16, 1971. If such construction shall not be undertaken within such

2 Off-street parking is permitted between a building and a street identified on an approved preliminary plan of subdivision as providing access for public transit service unless the Planning Board determines that the location of the parking will discourage or adversely affect public transit use.

3 Where development in the I-3 Zone consists of multiple lots created by the same subdivision plan, the setback requirement from abutting lot lines for all buildings may be reduced by the Planning Board during site plan review pursuant to the applicable provisions of Division 59-D-3 if it is demonstrated that the reduced setback is compatible with existing and proposed development. The Planning Board must not reduce the building setback to less than 10 feet.

4 Where development in the I-3 Zone consists of multiple lots created by the same subdivision plan, the setback requirement from abutting lot lines for all parking loading and maneuvering areas may be reduced by the Planning Board during site plan review pursuant to the applicable provisions of Division 59-D-3 if it is demonstrated that the reduced setback is compatible with existing and proposed development.

59-C-5.35. Normal setbacks in the I-4 zone.

All buildings must be set back at least as follows, except that any building in a Transit Station Development Area may satisfy section 59-C-5.44(f):

- (a) One hundred feet from any residential zone. If the lot adjoins a residential zone that is recommended on an approved and adopted master or sector plan for mixed-use, commercial, or industrial zoning, the setback must be not less than 10 feet;
- (b) Ten feet from any mixed-use, commercial, or industrial zone;
- (c) Fifty feet from:

- (1) A railroad or utility right-of-way or an arterial road that separates the industrial area from a residential zone;
- (2) A limited-access freeway or parkway; or
- (3) A major highway;
- (d) Twenty-five feet from:

- (1) An arterial road that separates the industrial area from a commercial zone; or
- (2) An arterial road, local street, or private right-of-way within the industrial area.

(Legislative History: Ord. No. 9-67, § 1; Ord. No. 10-7, §§ 3, 4; Ord. No. 10-16, § 1; Ord. No. 10-53, § 15; Ord. No. 11-49, §§ 4, 5; Ord. No. 11-50, §§ 7, 8; Ord. No. 12-6, § 1; Ord. No. 12-52, § 1; Ord. No. 13-33, § 1; Ord. No. 14-7, § 1; Ord. No. 14-42, § 1; Ord. No. 16-30, § 1.)

Sec. 59-C-5.4. Special regulations.

period, the provisions of this section shall be in effect. Where such construction is undertaken, the resulting use shall not be regarded as a nonconforming use, in accordance with the provisions of section 59-C-5.421.

59-C-5.43. Special regulations-I-3 zone.

59-C-5.430. Purpose. The purpose of the I-3 zone is to provide a medium-density, industrial zone for park-like development of high-technology industries, research and development facilities, corporate and business offices, and uses that have similar locational, site development, and use requirements. The I-3 zone is intended to be at locations within the county that can be served by transit. In order to ensure high quality industrial/employment development, the following objectives of the zone must be met:

- (a) To provide a suitable operating environment for the range of uses allowed in the zone.
- (b) To maximize the attractiveness of and to enhance the visual appearance of the zone through:

- (1) Preservation of significant natural features.
- (2) Provision of green space throughout a project as well as in required yard and setback areas.
- (3) Orderly clustering of buildings arranged and designed to promote internal compatibility.
- (c) To reduce traffic congestion by encouraging the clustering of buildings near internal streets, the provision of service commercial uses, and the development of pedestrian networks to reduce dependence on single-occupant automobiles and to better accommodate bus service, carpooling, and vanpooling within a project in the zone.
- (d) To protect I-3 zoned areas from the encroachment of incompatible employment uses, and to prevent industries within the I-3 zone from adversely affecting surrounding non-industrial uses by increased setback and landscaping requirements.

The fact that an application complies with all specific requirements and purposes set forth herein shall not be deemed to create a presumption that the application is, in fact, compatible with surrounding land uses and, in itself, shall not be sufficient to require the granting of any application.

59-C-5.431. Area and Locational Requirements.

- (a) No land may be classified in the I-3 zone unless it contains an area of at least 20 acres or meets at least one of the following area requirements:

- (1) A tract of land containing an area of at least 2 acres if such tract abuts and has a common boundary with land in any industrial zone and the resulting area will total 20 acres or more.

- (2) An area of less than 20 acres that is recommended for the I-3 zone on an approved and adopted master plan.

- (b) Within the I-3 zone, each lot must contain an area of at least 2 acres.

- (c) Land in the I-3 zone must be located adjacent to and readily accessible from an existing or planned major highway or arterial road with a pavement width of at least 4 lanes.

59-C-5.432. Landscaping. Landscaping must be provided and maintained as follows:

- (a) In addition to plant material, the landscaped area may include but is not limited to pedestrian plazas, art work, and water features.
- (b) The setbacks required in section 59-C-5.34 must be landscaped.

59-C-5.433. Street frontage and access.

- (a) Each lot must have at least 150 feet of frontage on a public or private street, except that the planning board may approve a reduction to not less than 50 feet on a cul-de-sac, a curve, or in other unusual circumstances;

- (b) Driveways within required setback areas must cross such areas by the most direct line.

59-C-5.434. Enclosed building and temporary outdoor storage:

- (a) All permitted uses and accessory activities must be confined within completely enclosed buildings with the exception of off-street parking spaces, off-street loading berths, accessory fuel storage and employee recreational facilities. In addition, the temporary outdoor storage of materials, equipment or vehicles is permitted except in required front, rear or side yards; provided, that such outdoor storage does not exceed 15 feet in height and is effectively screened from any adjacent residential zone boundary. Such temporary storage is limited to a period of 6 months.

- (b) Fuel storage tanks utilized as part of the heating equipment of a building must be located underground or in a building. Bulk storage of gasoline or petroleum products is not permitted, except as incidental to a laboratory, or for the servicing of company-owned or leased vehicles. Fuel storage is subject to the regulations of chapter 22 of the Montgomery County Code.

59-C-5.435. Signs.

The display of a sign must comply with the requirements established in Article 59-F of this chapter.

59-C-5.436. Special Trip Reduction Guidelines. It is the intent of the special trip reduction guidelines to achieve as a goal a reduction in auto trips for I-3 projects of 10 percent below the peak hour trip generation rates adopted by the Planning Board for the administration of the Adequate Public Facilities Ordinance. To help achieve the trip reduction goal, design measures should be incorporated in the project to meet trip reduction objectives established in this section, as well as non-design measures for the purpose of reducing dependence on single-occupant automobiles. The Planning Board may establish a schedule for achieving the goal and time periods during which the trip reduction measures will be in effect.

Any or all of the following trip reduction guidelines or other measures proposed by an applicant are to be considered and implemented by the Planning Board as appropriate on a case-by-case basis taking into consideration specific circumstances of the project:

(a) **Design Guidelines.**

(1) Buildings clustered near internal streets to minimize walking distances and to promote an attractive, active and safe pedestrian-oriented streetscape within a project, to accommodate bus service, carpooling, and vanpooling within a project.

(2) An uninterrupted pedestrian circulation system linking the various uses within a project. The pedestrian system should provide convenient connections to transit service and employee convenience services, to reduce dependence on single-occupant automobiles and to promote an active streetscape.

(3) Space on the first or ground floor of a building to on-site convenience services for employees of this and other nearby buildings to reduce the need for private vehicle trips for convenience shopping and meals during the day.

(b) **Non-design guidelines.**

(1) Trip reduction programs such as limiting off-street parking after consideration of market demand, flex time, the provision of or participation in Share-A-Ride programs, transit/vanpool fare discounts, bus shelters, emergency ride home programs, reserved carpool/vanpool spaces, or other acceptable measures that may be proposed, provided, however, that a limitation on off-street parking below the applicable requirements of article 59-E, shall not be required in order to achieve trip reduction goals.

(2) Development phased in accordance with public or private transit availability.

The Planning Board may establish a schedule for achieving the requirements and time periods during which the trip reduction measures will be in effect. The Planning Board may also require the applicant to enter into an agreement providing for the monitoring, enforcement, and other necessary terms of the trip reduction program. Provision shall be made in the agreement to allow

for the inclusion of a maximum cost for the implementation of substitute components to the trip reduction measures in the event initial components do not achieve or maintain the requirements.

Results of on-site trip reduction programs implemented by the applicant to satisfy other traffic mitigation conditions of development approvals may be credited toward achieving the trip reduction requirement. All traffic mitigation requirements otherwise applicable to an I-3 project remain in effect. The Planning Board may phase implementation of some or all of the trip reduction in accordance with the build-out of the project and/or availability of transit so that the measures are feasible and effective, except that the Planning Board cannot defer such implementation for more than 10 years from the issuance of any initial use-and-occupancy permit for a building or structure in the project.

59-C-5.437. Development procedure. The procedure for site plan approval in the I-3 zone is set forth in division 59-D-3.

59-C-5.438. Special provisions applicable to certain lots classified in the I-3 zone.

(a) Any proposed development shown on a site plan approved before June 26, 1989, or a site plan approved prior to June 26, 1989, which was subsequently extended in accordance with section 59-D-3.8, may be constructed in accordance with the approved plan regardless of whether said development is built in one or more phases. Such development is not subject to the provisions of the zoning ordinance regulating nonconforming uses (section 59-G-4.1--4.25) and may be continued, repaired, reconstructed, or structurally altered in accordance with the approved site plan, except as otherwise provided in subsection (b).

(b) A division 59-D-3 site plan approved prior to June 26, 1989 may be amended after that date, in accordance with the applicable provisions of the I-3 zone which existed immediately prior to the effective date of this amendment, provided, however, no expansion of the floor area limit or a reduction in the setbacks is permitted unless the expansion or reduction otherwise complies with the present standards of the I-3 zone.

(c) Notwithstanding (a) and (b) above, a record lot, partially developed on June 26, 1989 in accordance with an approved site plan, and which abuts or confronts one or more lots occupied on June 25, 1989 by buildings with FARs greater than a 0.85 FAR, may:

1. For a period of 5 years after June 26, 1989, be permitted a development density up to FAR 0.85 based on gross tract area and the Planning Board may approve the site plan, provided the Planning Board finds that:

(i) the site plan is in compliance with all other provisions of the I-3 zone in effect at the time of site plan approval, and

(ii) affected intersections will be adequate to accommodate the density above 0.5 FAR, unless such evaluation is required at building permit.

2. Such development is not subject to the provisions of the Zoning Ordinance regulating nonconforming uses and may be continued, repaired, reconstructed, or structurally altered in accordance with the approved site plan.

(d) Development shown on an approved preliminary subdivision plan and concept plan may be developed in accordance with the setbacks permitted immediately prior to May 23, 1994, provided the development:

- (1) adjoins land formerly recommended for industrial development that has since been recommended on a master plan for residential development; and
- (2) adjoins the right-of-way of a limited access freeway on a master plan; and
- (3) is covered by a master plan which recommends amendment of the I-3 zone to allow grandfathering as provided in this subsection (d).

Such development is not a nonconforming use and may be constructed, continued, repaired, reconstructed or structurally altered in accordance with an approved site plan.

59-C-5.439. Optional Method of Development.

The optional method permits a mixed-use development in the I-3 Zone at locations that have convenient access to transit and are recommended in the Master Plan. Under the optional method, commercial uses that maintain an employment emphasis must be mixed with residential uses. Development must be in accordance with the provisions of this section, as well as the density, numerical limitations, and other guidelines contained in the applicable master plan approved by the District Council. The procedure for site plan approval is set forth in Division 59-D-3.

59-C-5.4391. Purpose.

It is the purpose of the I-3 Mixed-Use Option to promote mixed-use, transit and pedestrian-oriented centers, which include housing and a commercial component with an employment emphasis. It is also the purpose to promote development that follows sound environmental principles and maximizes preservation of natural features. Specifically, the optional method is designed to:

- (a) Provide a compatible mix of uses including employment, housing, and retail configured to define and animate the streets and to create a strong sense of place in the manner of traditional towns and urban neighborhoods;
- (b) Promote compact, environmentally sensitive development that preserves natural features;
- (c) Provide high quality residential neighborhoods consisting of a mix of unit types with open spaces and community facilities that are centrally located and easily accessible;

(d) Provide an interconnected street system, which consists of short blocks and is designed to promote pedestrian, bicycle and transit use as attractive, practical alternatives to automobile use for daily activities such as shopping and commuting; and

(e) Encourage the efficient use of the center and its transit facilities by providing pedestrian and bicycle linkages to adjacent areas and convenient access to transit.

59-C-5.4392. Regulations.

- (a) Land uses.

(1) In addition to all uses permitted in the I-3 zone, the following uses are permitted under the optional method, without requiring a special exception approval:

Dwellings
Health club
Hotel
Housing and related facilities for elderly or handicapped persons

All other commercial and service uses permitted in the C-1 Zone pursuant to Sections 59-C-4.2(d) and (e) with the exception of the following uses:

Animal boarding place
Appliance repair shop
Automobile fluid maintenance stations
Automobile, light truck, and light trailer rental, outdoors
Automobile parts, supplies and tire store
Eating and drinking establishments, including drive-ins
Tire, battery and accessory stores located in a shopping center

(2) Development under the optional method must include employment, residential and retail uses.

- (b) Development standards.

Development under the optional method must meet all the requirements of the I-3 zone except:

- (1) Development Density.

(A) Overall Density. Development (including residential and commercial development) must not:

- (i) Exceed any density limits provided in the approved master plan; and

(ii) Generate a greater number of peak hour automobile trips than the total number of peak hour automobile trips that would be generated by general office development of the gross tract at a 0.5 floor area ratio. The maximum density of development may be averaged over the gross tract area in accordance with 59-C-5.321.

(B) Non-residential uses. The maximum non-residential density is 0.6 FAR. In order to maintain an appropriate mixed-use character, the following minimum or maximum percentages, as applicable, of the total non-residential gross floor area proposed are required:

- Retail/service - 20% maximum
- Employment - 60% minimum

(C) Residential uses, excluding hotels. The base residential density must not exceed eight (8) units per acre for the gross tract area. The base density may be increased to accommodate Moderately Priced Dwelling Units (MPDUs) in accordance with Chapter 25A of this Code, as amended, and to accommodate the provision of Transferable Development Rights (TDRs), provided that the final density does not exceed 12.5 units per acre for the gross tract area and does not exceed the recommended total density in the applicable master plan.

(2) Setbacks. All buildings, off-street parking, loading and maneuvering areas must be set back from lot lines in accordance with the following standards:

(A) From abutting residentially zoned property:

- Recommended for one-family zone and development on the applicable master plan, one hundred (100) feet
- Recommended for residential zoning and development other than one-family on the applicable master plan, thirty (30) feet for residential development and one hundred (100) feet for commercial development.
- Recommended for non-residential development, twenty-five (25) feet.

(B) From abutting non-residential development, twenty-five (25) feet.

(C) From an existing or planned limited access freeway one hundred (100) feet for buildings and fifty feet (50) for parking.

(D) From a major highway, fifty (50) feet.

(E) Other setbacks, if any, must be determined by the Planning Board as part of the site plan review.

(F) The Planning Board may allow a reduction in the building, off-street parking, loading and maneuvering area setbacks, if the Board finds that a reduced setback is compatible with adjacent development.

(3) Minimum lot sizes, internal setbacks and frontage requirements must be determined at time of site plan.

59-C-5.44. Special regulations-I-4 zone.

(a) **Location.** It is intended that the I-4 zone be located in an area designated for low-intensity, light industrial use on an adopted and approved master or sector plan. The I-4 zone is also appropriate as a transitional industrial zone between a residentially zoned area and land classified in the I-1 and the I-2 zones.

(b) Area requirements.

(1) No tract of land shall be zoned I-4 unless it has an area of at least 10 acres; except that a tract with an area of not less than 2 acres may be permitted where such tract adjoins and has a common boundary with an I-1, I-2, or I-3 zone, or where such tract is recommended for I-4 zoning on an approved and adopted master or sector plan.

(2) Within any I-4 zoned area located outside of a Transit Station Development Area, each main building erected, together with any accessory building, must be located on a separate lot having an area of at least one acre.

(c) **Floor area.** The total floor area of a building, not including parking areas, must not exceed FAR 1.0.

(d) **Off-street parking.** The off-street parking required by article 59-E must be provided on land that is classified in the I-4 zone. In the I-4 zone, all off-street parking areas must be set back at least as follows unless development occurs under the optional method of development, as specified in paragraph (e):

(1) Fifty feet from any residential zone unless the adjoining residential property is recommended on an approved and adopted master or sector plan for commercial or industrial zoning or has an approved special exception for off-street parking in connection with a commercial use, then the setback shall be not less than 10 feet;

(2) Ten feet from any commercial or industrial zone;

(3) Twenty-five feet from a limited access freeway, a major highway, an arterial road, a railroad or utility right-of-way, or a local street or private drive within the industrial park.

(e) **Optional method of development.** In order to encourage the orderly grouping and planned development of low-intensity, light industrial parks, and to generally enhance the appearance of such planned industrial areas without requiring the extensive building and parking setbacks normally applicable, the following optional method of development may be permitted if the site plan approval procedures in Division 59-D-3 are satisfied. If the optional method of development is used, all of the requirements of the I-4 zone must be satisfied except as follows:

(1) **Setbacks.** Under the optional method of development, all buildings must be set back at least 50 feet from any residential zone except as follows:

- (A) If the lot adjoins a residential zone that is recommended on an approved and adopted master or sector plan for a non-residential land use, the Planning Board may approve a lesser setback upon a finding that the resulting development would not have an adverse impact on such adjoining land;
- (B) If the lot adjoins a residentially zoned property that contains physical features that would permit a lesser setback or that is developed with or dedicated to non-residential use, the Planning Board may approve a lesser setback if it finds that the resulting development would not have an adverse impact on the use of such adjoining land.

(2) **Off-street parking.** Under the optional method of development, off-street parking must be provided as required in article 59-E and the minimum setbacks under section 59-C-5.44(d), off-street parking, shall not apply.

(3) **Area requirements.** Under the optional method of development, the one-acre minimum lot size requirement of subsection 59-C-5.44(b)(2) may be waived by the Planning Board for:

- (A) lots recorded before February 4, 1986; and
- (B) lots recorded before February 4, 1986 that are assembled and resubdivided after February 4, 1986, if the Planning Board finds that the consolidation will result in a more desirable form of development than would occur without the waiver. More than one main building and accessory building may be located on a lot, provided that the lot has an area of at least one acre.

(f) Special Standards - Transit Station Development Area

(1) **Review requirements.** The following special standards may be applied by the Planning Board for a lot in a Transit Station Development Area through the site plan approval procedures of Division 59-D-3.

(2) **Area requirements.** A main building and one accessory building may be located on a separate lot that is smaller than one acre but at least 5,000 square feet. However, more than one main building and accessory building may be located on such a lot if the Planning Board finds this to result in a better design for the lot.

(3) **Setbacks from mixed-use and residential zones.** Any building must be set back at least 50 feet from any mixed-use or residential zone. The Planning Board may approve a lesser setback if it finds that a lesser setback would not have an adverse impact on adjoining residentially or mixed-use zoned property.

(4) **Setbacks from a street.** The Planning Board may approve any building to be set back not less than 10 feet from:

- A. an arterial road that separates the industrial area from a commercial zone; or
- B. an arterial road, local street, or private right-of-way within the industrial area.

(5) **Off-street parking.** Off-street parking must be provided as required under article 59-E, except that the Planning Board may waive the minimum setback requirement to achieve a better development design.

(6) **Green Area.** The Planning Board may approve a reduction of the green area requirement to no less than 10% of the gross tract area. A maximum of 50% of the required green area may be located off-site in the same Transit Station Development Area.

(7) **Accessory Residential Unit.** One or more accessory residential units may be approved subject to the following:

- A. The parking standards for multi-family dwelling units in 59-E-3.7 and the mixed use standards of 59-E-3.1 apply. A parking space for any accessory residential unit may not be located along the front of the building; and
- B. Before issuance of a building permit, the property owner must sign a declaration of use, including all the standards for the use as approved, to provide notice to future owners of the property of its status as a limited residential use subject to the conditions of the approval.

59-C-5.441. Special provisions for lots containing pre-existing uses. Where land, improved by existing lawfully conforming structures and uses under the standards and special regulations of the immediately preceding zone, is reclassified to the I-4 zone and the standards of the I-4 zone do not allow such structures and uses, such structures and uses may continue as conforming structures and uses as of the date of reclassification. However, additions or structural alterations cannot increase the amount of floor area devoted to such uses by more than 10 percent. Any such increase in floor area must conform to the setback, height, floor area ratio, and green area regulations required in Section 59-C-5.35 or Section 59-C-5.44, as applicable.

59-C-5.45. Special regulations-R&D zone.

- (a) **Area requirements.** Within the R&D zone, each lot must contain an area of at least 2 acres.
- (b) **Standard method of development.** Under the standard method of development, a site plan must be filed with the Planning Board under 59-D-3.
- (c) **Optional method of development.** In order to encourage the orderly grouping and planned development of research and development projects at higher densities than permitted under the standard method of development, an optional method of development project may be

59-C-5.471. Purpose.

A life sciences center (LSC) is a major research and development park for facilities of companies specializing in the life sciences and related fields, at a location as recommended in a master or sector plan.

(a) The goals of an LSC are:

- (1) To provide a unique reinforcing focus for the life sciences industry to promote the successful expansion of the industry in Montgomery County;
- (2) To expand the educational and research resources available for Montgomery County residents, employers and work force; and
- (3) A life sciences center may serve the health care needs of the region.
- (b) It is the intent that LSC's be developed in a manner which makes a positive contribution to the quality of life in the County. The facilities, landscaping and open space will create an attractive setting and environment conducive to high technology research, development, production and related uses. The purposes of the life sciences center zone are as follows:

- (1) To promote the development of life science research parks which reflect the highest architectural and environmental standards; to preserve the confidence of corporate users and the surrounding community that future development will be of consistently high quality and to protect and enhance the economic and environmental values of the life sciences center.
- (2) To assure that all buildings are compatible with each other and with their surroundings in terms of exterior design, massing and scale, and type and quality of construction.
- (3) To promote clustering of buildings to encourage and facilitate pedestrian use of open space and common areas and shared facilities.
- (4) To assure the provision of green areas and promote the use of green areas to enhance the appearance of the facilities and the quality of the work environment.

59-C-5.472. Where applicable. No land shall be classified in the LSC zone unless the land is within an area for which there is an approved and adopted master or sector plan which recommends life sciences center development for the land which is subject to the application of the zone.

59-C-5.473. Development standards.

(a) **Building setbacks.**

approved, if: (1) the project is not inconsistent with the applicable approved and adopted master plan; and (2) the requirements for site plan approval under Division 59-D-3 are met. If the optional method of development is used, all the standard requirements of the R&D zone will be in effect, except as follows:

- (1) **Development density.** Increases in density above FAR 0.3 may be permitted, up to a maximum FAR 0.5, if the increased density is not inconsistent with the recommendations in the applicable approved and adopted master plan for the applicable site.
- (2) **Height limit.** No building shall exceed 75 feet in height.
- (3) **Setbacks.** The planning board may approve setbacks less than those required under the standard method of development upon a finding that site design and pedestrian circulation would be enhanced and that the resulting development would not have an adverse impact on the use of adjacent land.
- (4) **Development procedure.** Under the optional method of development, the procedure for site plan approval shall be as set forth in division 59-D-3.
- (5) **Site design guidelines.** In order to achieve better the purposes of the R&D zone, measures should be included or contained in the overall design of a project to meet certain site design guidelines. The following guidelines must be addressed at the time of subdivision or site plan approval.
 - i. Buildings, sidewalks, parking and vehicular access areas should be suited to promote an attractive, active and safe pedestrian-oriented environment within the project and to facilitate use of carpooling and vanpooling by employees of the project.
 - ii. Significant natural features should be preserved and, where appropriate, such features should be incorporated within project green space areas.

59-C-5.46. Environmental control provisions applicable in all of the industrial zones.

Any use in an industrial zone must comply with all applicable Federal, State and County requirements and standards concerning noise, vibration, air pollution, odors, electromagnetic radiation, fire and explosion, stormwater management and sediment control, radioactive materials, glare and heat, non-radioactive liquid and solid waste, hazardous substances and wastes and bioresearch materials.

Any use in an industrial zone that is found by the Director of the Department of Environmental Protection to exceed the legal limits established for emission of dust, fumes, gas, smoke, odor, noise, vibration or other environmental disturbances must be brought into conformance or cease operations. The filing of an appeal with the Board of Appeals or a court of competent jurisdiction does not stay a "cease operations" order unless the Board of Appeals or a court of competent jurisdiction grants a stay of the order.

59-C-5.47. Special regulations LSC zone.

(h) **Site design standards.**

- (1) Buildings should be sited to provide primary visual orientation to the internal road network. Care must be taken so that exposure to roads surrounding the life sciences center do not detract from the overall appearance of the facility or the life sciences center.
- (2) Buildings should appear to be integrated into the natural terrain, avoiding unnatural looking grading.
- (3) Service areas should not detract from the design of the facility. All service areas should be effectively screened from adjoining lots, pedestrian areas, and parking lots by incorporating them into the building or by the use of walls, berms, level changes and landscaping.
- (4) In the Shady Grove Life Sciences Center, pedestrian paths or sidewalks must be provided in accordance with the 1986 Shady Grove Life Sciences Center Development Plan, as amended.

(i) **Building design standards.**

- (1) All sides of the building are to be built with finish materials.
- (2) Recommended finish materials include:
 - (A) Architectural masonry units (excluding standard concrete and cinder block);
 - (B) Natural stone;
 - (C) Precast concrete
 - (D) Aluminum and architectural metals
 - (E) Porcelain covered metal panels; and
 - (F) Glass
- (3) Mechanical equipment should be located within the building or within a mechanical equipment penthouse. If mechanical equipment is located on the roof or is free-standing on the site, it must be effectively screened from view by means fully compatible with the architecture. Mechanical equipment must be screened from view from all roads and immediately adjacent structures (existing or future) four stories in height or less. Required flues or vents must be compatible in design with the architecture and preferably incorporated into that design.
- (4) Outdoor storage must not be permitted except when effectively screened within a court or a wall made of substantial materials compatible with those of the building skin.

34

- (1) Building setback from the rights-of-way of interior roads is 25 feet. Building setback from the rights-of-way of perimeter roads is 50 feet.

- (2) Building setback from the right-of-way line at entry gateways is 50 feet.

- (3) Building setback from an interior lot line is 20 feet.

- (b) **Building height.** Maximum building height is 100 feet, except 125 feet in the health services core of the Shady Grove Life Sciences Center as defined in the 1986 Shady Grove Life Sciences Center Development Plan, as amended.

- (c) **Building coverage.** Maximum building coverage is 25 percent of the lot area except that increased coverage up to 50 percent may be approved when the applicant proposes to construct structured or underground parking.

- (d) **Floor area ratio.** The maximum floor area ratio may be increased to 0.50 if special trip reduction is implemented in accordance with the guidelines in Section 59-C-5.475.

- (e) **Green area.** The minimum green area on the site is 25 percent of the lot area. Roofs of below grade parking may be counted as green space if developed for passive or recreational use.

(f) **Parking setbacks.**

- (1) Parking setback from rights-of-way is 50 feet.
- (2) Parking setback from an interior lot line is 15 feet. Where internal connection between adjacent parking lots is planned, total combined setback is eight (8) feet.
- (3) In the Shady Grove Life Sciences Center, parking setback from the right-of-way line of Blackwell Road and the curb line of access roadways and cul-de-sacs is 25 feet.

(g) **Parking design standards.**

- (1) All parking areas must be effectively screened from adjacent roadways and adjoining lots, through the use of berms, plantings, or the depression of parking areas below surrounding grades.
- (2) Parking areas should be broken up into lots of no more than 150 cars, the lots to be separated by landscaped islands.
- (3) The number of parking spaces provided, and the overall design and layout of parking lots must be in accordance with Article 59-E.
- (4) No access to any lot is allowed directly from perimeter roads.

33

(5) All trash containers, transformers, meters, telephone junction boxes, etc., must be integrated architecturally or effectively screened with screen walls and/or landscaping materials. Locations must be compatible with building and site design.

(6) No temporary structures may be constructed or trailers located within the LSC except for those approved by the Director to service a construction project and only for the duration of the construction.

(i) **Site lighting standards.**

(1) Site lighting must be provided to maintain a minimum level of illumination within the parking areas (ft. candle minimum maintained).

(2) Maximum pole heights for drives and parking lots must be approximately 24 feet with "cut off" type luminaries. Poles and luminaries must be compatible with established lighting in the existing core area.

(3) Lighting bollards must be used adjacent to pedestrian walk areas. The design must be compatible with architectural materials.

59-C-5.474. Landscaping guidelines.

(a) Landscaping should be an integral part of the building design and should provide effective screening and shade.

(b) Every effort should be made to avoid formality in plantings except as it may be integral to an architectural concept. Emphasis should be placed on the natural grouping of groves of trees and every opportunity should be taken to emphasize or take advantage of natural terrain features.

(c) Plants should be restricted to those with low maintenance requirements and which have already proven themselves hardy and easily cared for in this area.

(d) To ensure year-round interest and beauty, a skeletal planting of evergreen trees and major shrubs of seasonal interest should be used in each project so that the design does not disintegrate at leaf-fall.

(e) Native flowering trees should be planted in groves placed near areas of pedestrian use. Whenever possible, larger specimens should be selected in order to create an immediate effect at major points in the design. Smaller plantings may be used in peripheral areas.

59-C-5.475. Special trip reduction guidelines. Where the approved subdivision plan of the life sciences center allows a development density exceeding 0.3 FAR, it is the intent of the special trip reduction guidelines to achieve as a goal a reduction in auto trips for projects of 10 percent below the peak hour trip generation rates adopted by the Planning Board for the administration of the Adequate Public Facilities Ordinance. To help achieve the trip reduction

goal, design measures should be incorporated in the project to meet trip reduction objectives established in this section, as well as non-design measures for the purpose of reducing dependence on single-occupant automobiles. The Planning Board may establish a schedule for achieving the goal and time periods during which the trip reduction measures will be in effect. Any or all of the following trip reduction guidelines or other measures proposed by an applicant are to be considered as appropriate on a case-by-case basis taking into consideration specific circumstances of the project.

(a) **Design guidelines.**

(1) Buildings clustered near internal streets to minimize walking distance to available transit and to promote an attractive, active and safe pedestrian-oriented streetscape, to accommodate bus service, carpooling and vanpooling within a project.

(2) An uninterrupted pedestrian circulation system linking the various uses within a project. The pedestrian system should provide convenient connections to transit service and employee convenience services to reduce dependence on single-occupant automobiles and to promote an active streetscape.

(3) If convenience services are provided, space on the ground floor of a building for such services to reduce the need for private vehicle trips during the day.

(b) **Non-design guidelines.**

(1) Trip reduction programs such as limiting off-street parking after consideration of market demand, flex time, the provision of or participation in share-a-ride programs, transit/vanpool fare discounts, bus shelters, emergency ride-home programs, reserved HOV spaces, or

other acceptable measures that may be proposed; provided that a limitation on off-street parking below the applicable standards of Article 59-E shall not be required in order to achieve trip reduction goals.

(2) Development phased in accordance with public or private transit availability.

(c) **Implementation.**

(1) The Planning Board may establish a schedule for achieving the requirements and time periods during which the trip reduction measures will be in effect. The Planning Board may also require the applicant to enter into an agreement providing for the monitoring, enforcement, and other terms of the trip reduction program. Provision must be made in the agreement to allow for the inclusion of a maximum cost for the implementation of substitute components of the trip reduction measures in the event initial components do not achieve the requirements.

(2) Results of on-site trip reduction programs implemented by the applicant to satisfy other traffic mitigation conditions of development approvals may be credited toward achieving

the trip reduction requirement. All traffic mitigation requirements otherwise applicable remain in effect. The Planning Board may phase implementation of some or all of the trip reduction in accordance with the build-out of the project and/or availability of transit so that the measures are feasible and effective, except the Planning Board must not defer such implementation for more than 10 years from the issuance of any use-and-occupancy permit for a building in the project.

59-C-5.476. Procedure for application and approval.

- (a) The procedure for site plan approval in the LSC zone is set forth in Division 59-D-3.
- (b) The following regulations apply in the LSC zone:

- (1) In the Shady Grove Life Sciences Center except as provided below, an applicant for site plan or subdivision plan approval must comply with the requirements of the Amended and Restated Declaration of Covenants and Easements dated March 9, 1990 and recorded May 25, 1990 in Liber 9332 at folio 591, or as the Declaration may be later amended, that governs the development of the Shady Grove Life Sciences Center. Any project that receives site plan or subdivision plan approval on property identified as University Sites in the 1995 Shady Grove Life Sciences Center Development Plan is not required to comply with the Declaration.

- (2) Properties within the Shady Grove Life Sciences Center except as provided below are subject to the provisions of:

- A. an approved subdivision plan which may restrict the maximum density allowed, and
 - B. the 1986 Shady Grove Life Sciences Center Development Plan, as amended.
- This subparagraph does not apply to any project on the property identified as the University Sites in the 1995 Shady Grove Life Sciences Development Plan. Any application of the 1986 Shady Grove Life Sciences Center Development Plan to such University Sites arises by private agreement only.

- (3) Any proposed development shown on a site plan or plan of development approved prior to June 11, 1996 may be constructed in accordance with the approved plan regardless of whether said development is built in one or more phases. Such development is not subject to the provisions of Section 59-G-4.1 and 59-G-4.25, and may be continued, repaired, reconstructed, or structurally altered in accordance with the approved site plan or plan of development. In cases where detailed review of subsequent phases of an approved plan is anticipated, such reviews will continue to be required under the provisions of Division 59-D-3.

59-C-5.477. Existing approved buildings, building permits, or uses.

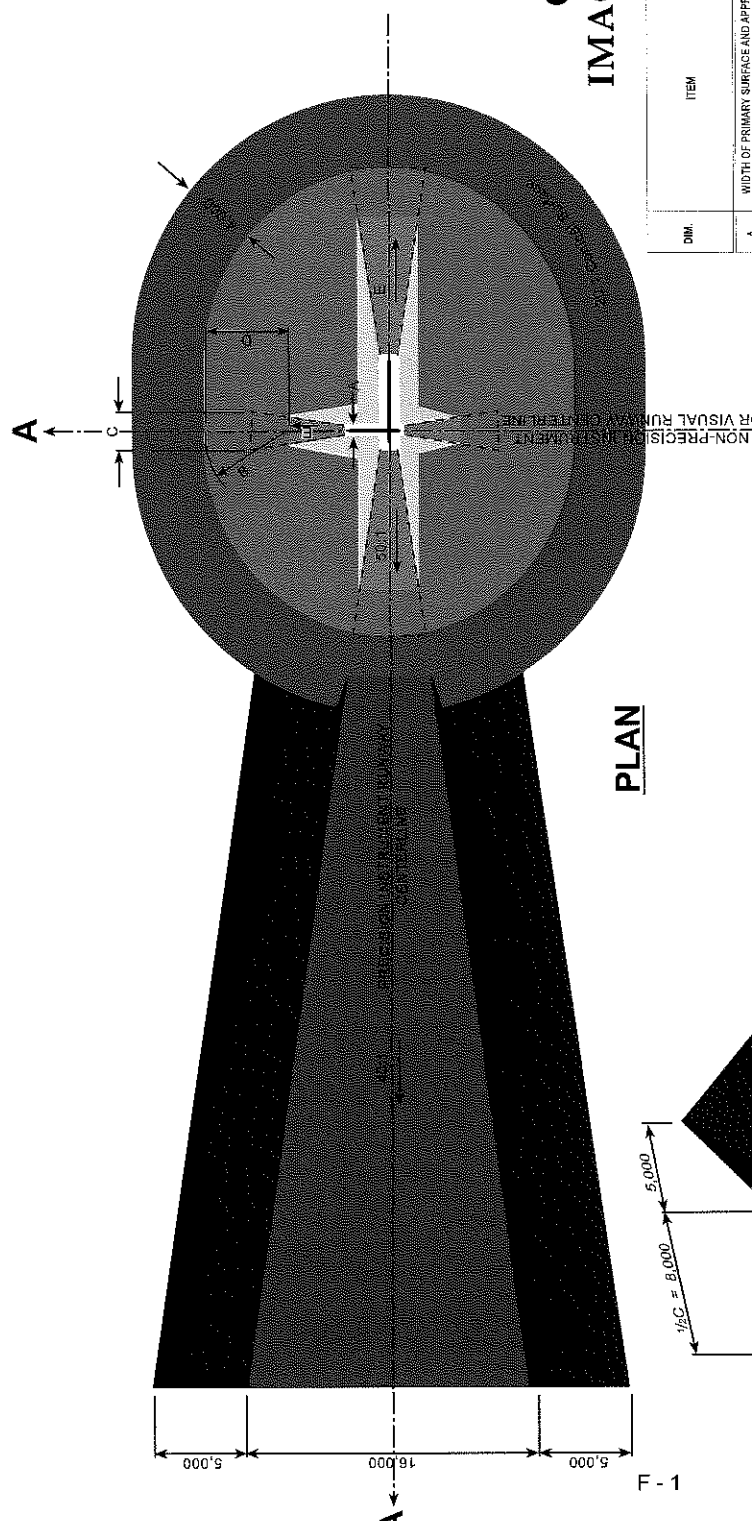
- (a) Any existing building or structure for which a lawful building permit was issued, and any lawful use which was instituted on property within the Shady Grove Life Sciences Center and subject to the provisions of the 1986 Shady Grove Life Sciences Center Development Plan,

as amended, prior to a sectional zoning map amendment approved on June 11, 1996, where such lot was rezoned to the life sciences center zone by sectional or local map amendment, will not be regarded as a non-conforming use. Such building or use may be structurally altered, replaced or repaired, or may be changed in conformance with the requirements of the previous lease agreement or memorandum of understanding with the County entered into prior to June 30, 1984, so long as it remains an otherwise lawful use. Properties which are subject to a lease agreement or memorandum of understanding with the County entered into prior to June 30, 1984 may be developed in accordance with agreements and procedures applicable prior to June 11, 1996. Any lawful uses or development which were approved in a plan of development approved by the District Council may be instituted on the Shady Grove Life Sciences Center properties.

- (b) Construction underway in the Shady Grove Life Sciences Center pursuant to a building permit validly issued and existing at the time of reclassification to the life sciences center zone shall be permitted, and buildings and structures so constructed shall not be considered nonconforming.

(Legislative History: Ord. No. 8-63, § 1; Ord. No. 10-7, § 5; Ord. No. 10-32, § 4; Ord. No. 10-53, § 16; Ord. No. 11-8, § 2; Ord. No. 11-49, § 6; Ord. No. 11-50, §§ 9-22; Ord. No. 12-1, § 1; Ord. No. 12-13, § 1; Ord. No. 12-45, § 1; Ord. No. 12-78, § 1; Ord. No. 13-33, § 1; Ord. No. 13-35, § 1; Ord. No. 13-58, § 3; 13-68, § 3; 13-76, § 1; Ord. No. 13-93, § 1; Ord. No. 13-112, § 1; Ord. No. 14-60, § 1; Ord. No. 15-07, § 1; Ord. No. 15-58, § 1; Ord. No. 16-30, § 1.)

Editor's note: Section 59-C-5.4 [formerly §111-24] is quoted in part in Brown v. Wimpres, 250 Md. 200, 242 A.2d 157 (1968).



F - 1

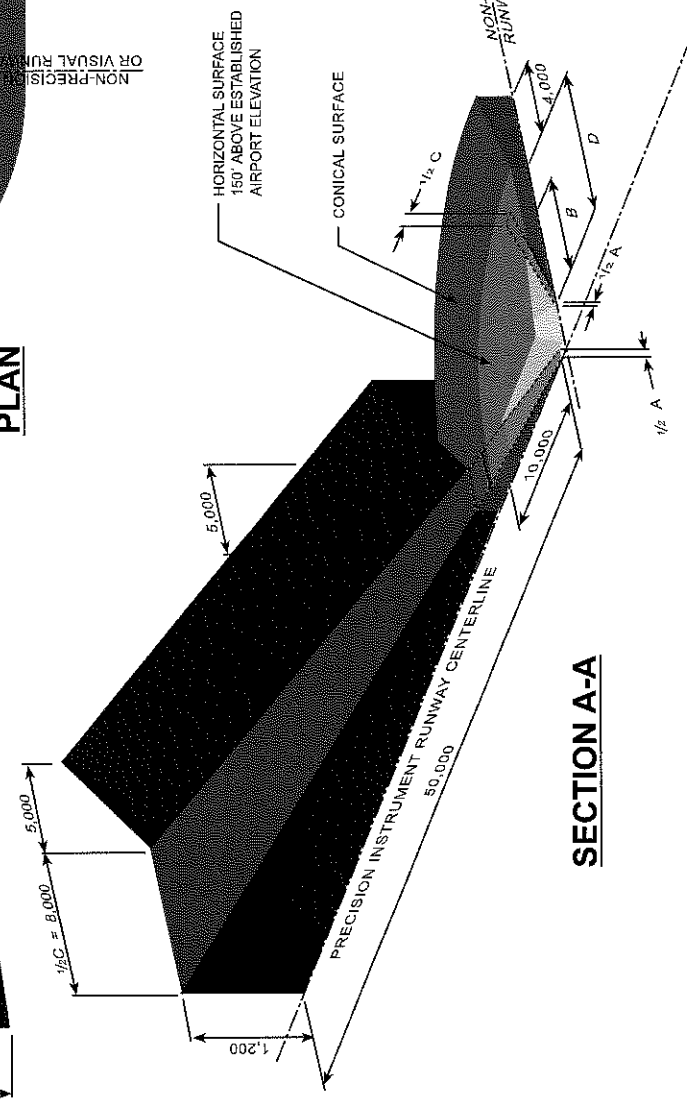
CIVIL AIRPORT IMAGINARY SURFACES

ATTACHMENT F

PLAN

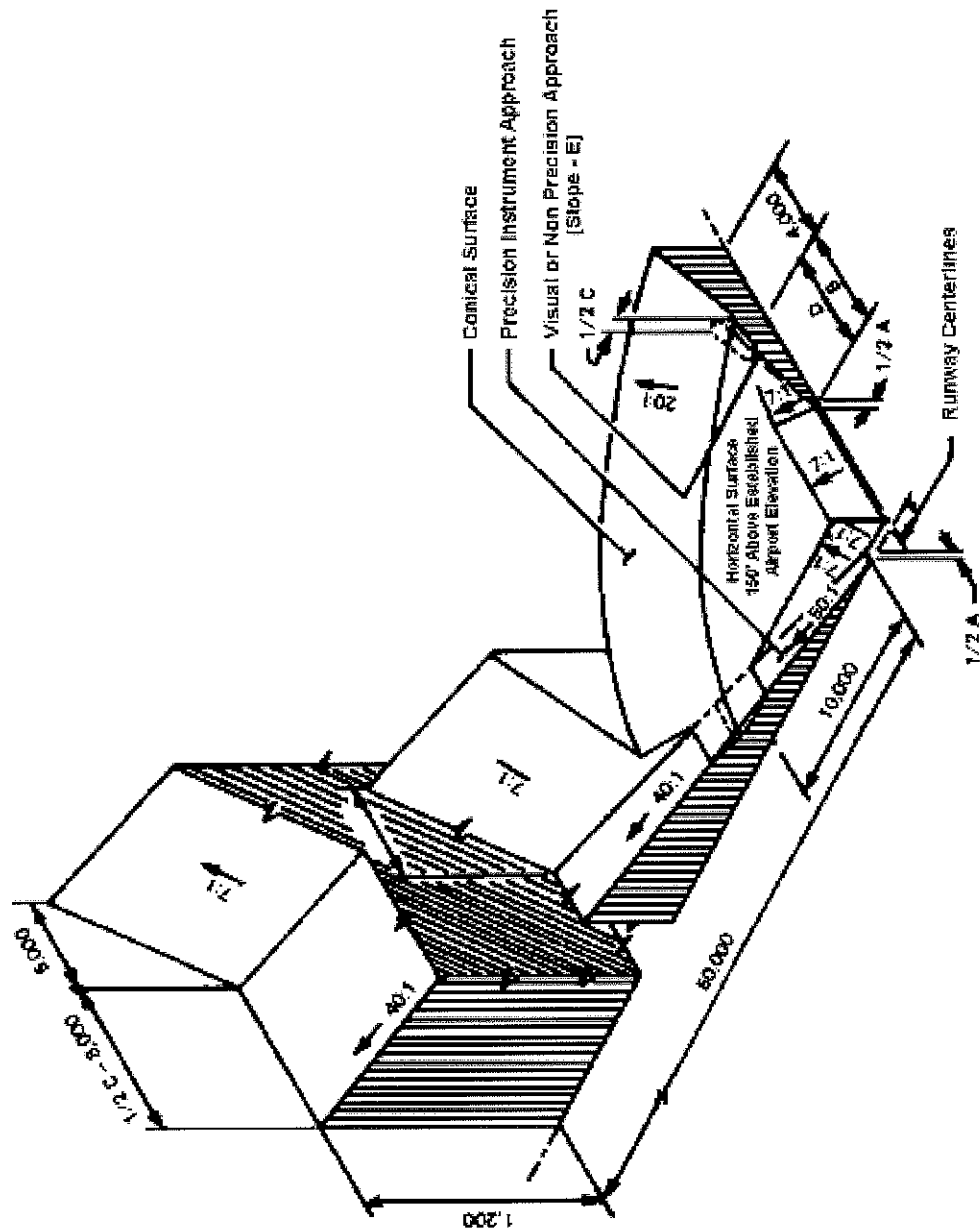
DIM.	ITEM	DIMENSIONAL STANDARDS (FEET)					
		VISUAL RUNWAY		NON-PRECISION INSTRUMENT RUNWAY		PRECISION INSTRUMENT RUNWAY	
		UTILITY	LARGER THAN UTILITY	UTILITY	LARGER THAN UTILITY	UTILITY	LARGER THAN UTILITY
A	WIDTH OF PRIMARY SURFACE AND APPROACH SURFACE WIDTH AT INNER END	250	500	500	500	1,000	1,000
B	RADIUS OF HORIZONTAL SURFACE	5,000	5,000	10,000	10,000	10,000	10,000
C	APPROACH SURFACE WIDTH AT END	1,250	1,500	2,000	2,500	4,000	15,000
D	APPROACH SURFACE LENGTH	5,000	5,000	5,000	10,000	10,000	*
E	APPROACH SLOPE	20:1	20:1	20:1	34:1	34:1	*

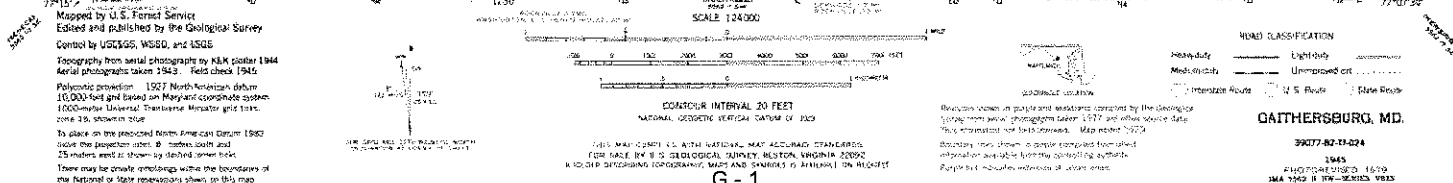
X - VISIBILITY MINIMUMS GREATER THAN 1/4 MILE
Y - VISIBILITY MINIMUMS AS LOW AS 1/4 MILE
* - PRECISION INSTRUMENT APPROACH SLOPE IS 50:1 FOR INNER 10,000 FEET AND 40:1 FOR AN ADDITIONAL 40,000 FEET



SECTION A-A

ATTACHMENT F

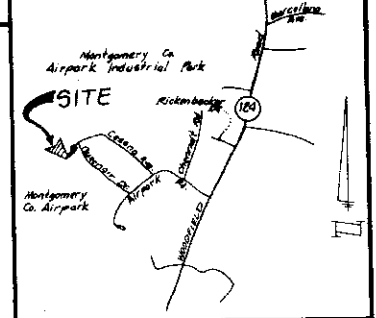




PLAT No. 18995

ATTACHMENT H

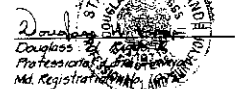
VICINITY MAP-SCALE: 1"=2000'



SURVEYOR'S CERTIFICATE

I hereby certify that the plat shown hereon is correct; that it is a resubdivision of part of the land conveyed by James E. Richardson, Jerald E. Williamson and William G. Clark, Trustees for the Airport Associates Joint Venture to Smart Ltd. by deed dated April 30, 1986 and recorded among the Land Records of Montgomery County, Maryland, in Liber 7209 at Folio 184. Permanent property line markers will be placed as required by section 50-24 (c) of the Montgomery County Subdivision Regulations. There is no street dedication by this plat.

August 10, 1992
Date



OWNER'S DEDICATION

Smart, Ltd. a Maryland Corporation, by E. Kevin Smart, Vice President, owner of the property shown hereon, hereby adopt this plan of resubdivision, establish and grant to Montgomery County, Md. or other appropriate agency, temporary slope easements twenty-five (25) feet over the lot shown hereon, adjacent, contiguous and parallel to the street line, the slope easement shall be extinguished after all required public improvement in adjacent roadways have been accepted for maintenance by Montgomery County, Maryland or other appropriate agency.

There are no suits, liens, leases, mortgages, or trusts affecting the property included in this plan of subdivision except a certain deed of trust and the parties in interest thereto have affixed their signatures below indicating their assent to this plan of subdivision.

Smart, Ltd. (Seal)

Date 07/23/92 E. Kevin Smart, Vice Pres.

We hereby assent to this plan of subdivision.
Signet Bank N.A.

Lawrence A. Sinclair, Trustee
James A. Faust, Trustee
Kevin J. Barton VP
Signet Bank, N.A.

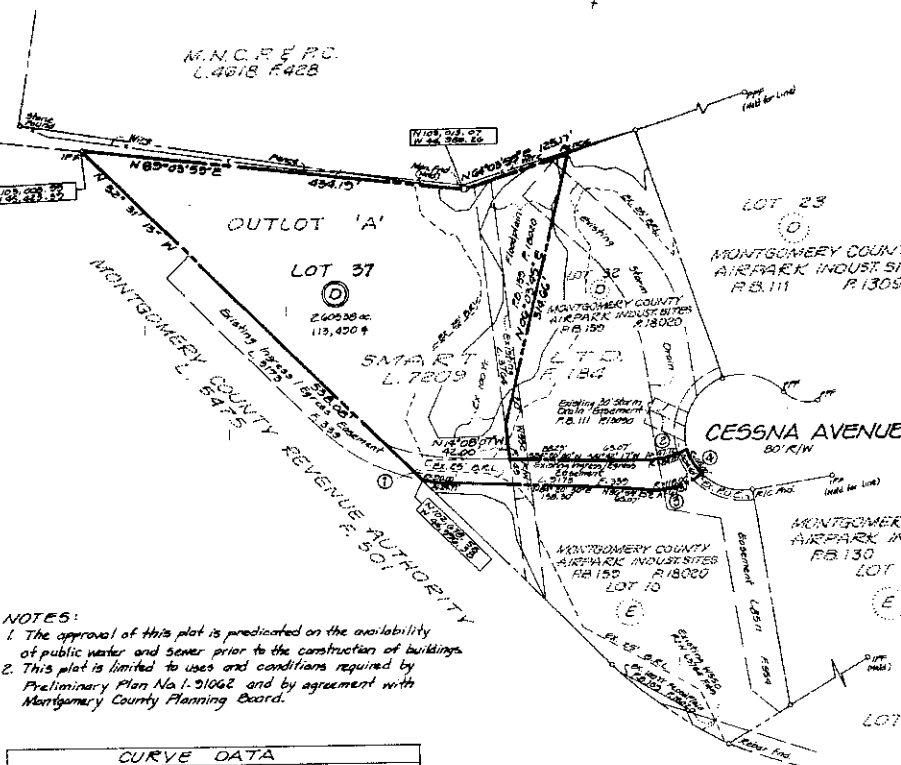
PLAT OF RESUBDIVISION

LOT 37, BLOCK 'D'
MONTGOMERY COUNTY AIRPARK INDUSTRIAL SITES

ELECTION DISTRICT NO. 1
MONTGOMERY COUNTY, MARYLAND
SCALE: 1"=100'
APRIL, 1992

MACRIS, HENDRICKS & GLASCOCK, P.A.

ENGINEERS • PLANNERS • SURVEYORS
8220 WIGHTMAN ROAD • SUITE NO. 120
GAITHERSBURG, MARYLAND 20879
(301) 670-0840



NOTES:

1. The approval of this plat is predicated on the availability of public water and sewer prior to the construction of buildings.
2. This plat is limited to uses and conditions required by Preliminary Plan No. 1-91062 and by agreement with Montgomery County Planning Board.

CURVE DATA						
No.	Radius	Delta	Arc	Tan	Chord	Chord Bearing
1	210.00'	08°01'15"	23.77'	14.91'	23.78'	S 88°04'30" W
2	04.00'	32°05'15"	47.76'	24.53'	47.08'	N 68°04'15" E
3	118.00'	32°40'54"	67.31'	34.60'	66.00'	S 68°00'23" W
4	66.00'	30°15'24"	34.40'	17.61'	34.00'	S 38°35'03" E

PLAT TABULATION

Number of Lots 1
Area of Lot 113,490 ±
Street Dedication 0
Area Total = 113,490 ± or 2.60538 Acres

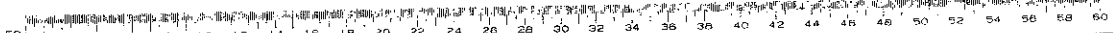
FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

292099131062010047301410704AGR W00VF

MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
MONTGOMERY COUNTY PLANNING BOARD
APPROVED: JUNE 25, 1992
CHAIRMAN
M.N.C.P. & P.C. RECORD FILE NO. 589-57

MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
APPROVED: AUGUST 27, 1992
FOR DIRECTOR

MONTGOMERY COUNTY, MARYLAND
DEPT. OF ENVIRONMENTAL PROTECTION
APPROVED: SEPTEMBER 9, 1992
FOR DIRECTOR



Maryland State Archives

H-1

65-190

589-57

ATTACHMENT J

Option 1: Reskin Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
32	1	General Conditions	General Conditions	EA	0	\$ 437,470	1	\$ 43,747
32	1	General Contractor	Overhead @ 5%	EA	0	\$ 481,217.00	1	\$ 24,061
32	1	General Contractor	Profit @ 10%	EA	0	\$ 505,277	1	\$ 50,528
32	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
32	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
32	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
32	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
32	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
32	2	Paving	Driveways - New at New Hangar row 32	SY	478	\$ 13.20	0.883	\$ 5,566
32	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
32	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
32	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
32	3	Concrete	Concrete for divider walls	CY	41	107	0.906	\$ 3,994
32	3	Concrete	Place divider walls	CY	41	47	0.906	\$ 1,755
32	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
32	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
32	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
32	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row 32 \$ 555,805

B	1	General Conditions	General Conditions	EA	0	\$ 128,613.00	1	\$ 12,861
B	1	General Contractor	Overhead @ 5%	EA	0	\$ 141,474.00	1	\$ 7,074
B	1	General Contractor	Profit @ 10%	EA	0	\$ 148,548	1	\$ 14,855
B	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
B	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
B	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
B	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
B	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
B	3	Concrete	In Place Slab on Grade 4" - wing area	CY	83	222	0.906	\$ 16,687
B	3	Concrete	In Place Slab on Grade 4" - tail area	CY	41	222	0.906	\$ 8,343
B	5	Divider Walls	Reskin	SF	6,480	\$ 1.57	0.88	\$ 8,953
B	5	Divider Walls	Demo Skin	SF	6,480	\$ 0.95	0.88	\$ 5,417
B	5	Doors	Reskin	SF	4,423	\$ 1.57	0.88	\$ 6,110
B	5	Doors	Demo Skin	SF	4,423	\$ 0.95	0.88	\$ 3,697
B	5	Roof	Reskin	SF	10,675	\$ 1.57	0.942	\$ 15,788
B	5	Roof	Demo Skin	SF	10,675	\$ 0.95	0.942	\$ 9,553
B	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
B	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
B	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254

Subtotal Hangar Row B \$ 163,403

C	1	General Conditions	General Conditions	EA	0	\$ 101,317.00	1	\$ 10,132
C	1	General Contractor	Overhead @ 5%	EA	0	\$ 111,449.00	1	\$ 5,572

ATTACHMENT J

Option 1: Reskin Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
C	1	General Contractor	Profit @ 10%	EA	0	\$ 117,021	1	\$ 11,702
C	2	Earthwork	Fine Grade Building pad	SY	593	\$ 4.04	0.883	\$ 2,116
C	2	Landscape	Hydroseed	SY	1,650	\$ 0.45	0.885	\$ 657
C	2	Landscape	Hydroseed subtract hangar area	SY	(593)	\$ 0.45	0.885	\$ (236)
C	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
C	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
C	3	Concrete	In Place Slab on Grade 4" - wing area	CY	83	222	0.906	\$ 16,687
C	3	Concrete	In Place Slab on Grade 4" - tail area	CY	41	222	0.906	\$ 8,343
C	5	Divider Walls	Reskin	SF	3,240	\$ 1.57	0.88	\$ 4,476
C	5	Divider Walls	Demo Skin	SF	3,240	\$ 0.95	0.88	\$ 2,709
C	5	Doors	Reskin	SF	2,211	\$ 1.57	0.88	\$ 3,055
C	5	Doors	Demo Skin	SF	2,211	\$ 0.95	0.88	\$ 1,849
C	5	Roof	Reskin	SF	5,338	\$ 1.57	0.942	\$ 7,894
C	5	Roof	Demo Skin	SF	5,338	\$ 0.95	0.942	\$ 4,777
C	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
C	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
C	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254

Subtotal Hangar Row C \$ 128,723

D	1	General Conditions	General Conditions	EA	0	\$ 332,769.50	1	\$ 33,277
D	1	General Contractor	Overhead @ 5%	EA	0	\$ 366,046	1	\$ 18,302
D	1	General Contractor	Profit @ 10%	EA	0	\$ 384,349	1	\$ 38,435
D	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
D	2	Earthwork	underslab stone fill for drainage for spring	SY	1,186	\$ 24.68	0.883	\$ 25,843
D	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
D	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
D	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
D	2	Utilities - Storm	Install storm Manhole	EA	1	\$ 4,150.00	0.883	\$ 3,664
D	2	Utilities - Storm	Install storm Sewer for spring	LF	495	\$ 87.50	0.883	\$ 38,245
D	2	Utilities - Storm	underslab drainage to storm for spring	LF	425	\$ 7.90	0.883	\$ 2,965
D	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
D	3	Concrete	Concrete for divider walls	CY	41	107	0.906	\$ 3,994
D	3	Concrete	Place divider walls	CY	41	47	0.906	\$ 1,755
D	3	Concrete	In Place Slab on Grade 4" - wing area	CY	83	222	0.906	\$ 16,687
D	3	Concrete	In Place Slab on Grade 4" - tail area	CY	41	222	0.906	\$ 8,343
D	5	Divider Walls	Reskin	SF	6,480	\$ 1.57	0.88	\$ 8,953
D	5	Divider Walls	Demo Skin	SF	6,480	\$ 0.95	0.88	\$ 5,417
D	5	Doors	Reskin	SF	4,423	\$ 1.57	0.88	\$ 6,110
D	5	Doors	Demo Skin	SF	4,423	\$ 0.95	0.88	\$ 3,697
D	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657

ATTACHMENT J

Option 1: Reskin Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
D	15	Fire Protection	Fire Pump	EA	1	\$ 18,000.00	0.885	\$ 15,930
D	15	Fire Protection	Fire Department Connection	EA	1	\$ 350.00	0.885	\$ 310
D	15	Fire Protection	Preaction valve assembly	EA	1	\$ 2,750.00	0.885	\$ 2,434
D	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
D	15	HVAC	Unit Heater	EA	1	\$ 69.50	0.885	\$ 62
D	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
D	16	Electrical	Power cable to buildings	LF	235	\$ 580.00	0.986	\$ 134,296

Subtotal Hangar Row D \$ 422,784

E	1	General Conditions	General Conditions	EA	0	\$ 103,603.65	1	\$ 10,360
E	1	General Contractor	Overhead @ 5%	EA	0	\$ 113,964.01	1	\$ 5,698
E	1	General Contractor	Profit @ 10%	EA	0	\$ 119,662	1	\$ 11,966
E	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
E	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
E	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
E	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
E	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
E	3	Concrete	Concrete for divider walls	CY	41	107	0.906	\$ 3,994
E	3	Concrete	Place divider walls	CY	41	47	0.906	\$ 1,755
E	3	Concrete	In Place Slab on Grade 4" - wing area	CY	83	222	0.906	\$ 16,687
E	3	Concrete	In Place Slab on Grade 4" - tail area	CY	41	222	0.906	\$ 8,343
E	5	Divider Walls	Reskin	SF	6,480	\$ 1.57	0.88	\$ 8,953
E	5	Doors	Reskin	SF	4,423	\$ 1.57	0.88	\$ 6,110
E	5	Doors	Demo Skin	SF	4,423	\$ 0.95	0.88	\$ 3,697
E	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
E	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
E	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254

Subtotal Hangar Row E \$ 131,628

F	1	General Conditions	General Conditions	EA	0	\$ 97,854.74	1	\$ 9,785
F	1	General Contractor	Overhead @ 5%	EA	0	\$ 107,640.22	1	\$ 5,382
F	1	General Contractor	Profit @ 10%	EA	0	\$ 113,022	1	\$ 11,302
F	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
F	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
F	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
F	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
F	2	Landscape	Hydroseed Subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
F	3	Concrete	In Place Slab on Grade 4" - wing area	CY	83	222	0.906	\$ 16,687
F	3	Concrete	In Place Slab on Grade 4" - tail area	CY	41	222	0.906	\$ 8,343
F	5	Divider Walls	Reskin	SF	6,480	\$ 1.57	0.88	\$ 8,953
F	5	Doors	Reskin	SF	4,423	\$ 1.57	0.88	\$ 6,110

ATTACHMENT J

Option 1: Reskin Existing Hangars B-F and Construct New Hangar Row 32

<u>Hangar</u>	<u>Division</u>	<u>Scope</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Total</u>	<u>Unit Rate</u>	<u>City Cost Index</u>	<u>Cost</u>
F	5	Doors	Demo Skin	SF	4,423	\$ 0.95	0.88	\$ 3,697
F	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
F	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
F	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254

Subtotal Hangar Row F \$ 124,324

Reskin Hangars Option Total \$ 1,526,668

ATTACHMENT J

Option 2: Demolish and Rebuild Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
32	1	General Conditions	General Conditions	EA	0	\$ 437,470	1	\$ 43,747
32	1	General Contractor	Overhead @ 5%	EA	0	\$ 481,217.00	1	\$ 24,061
32	1	General Contractor	Profit @ 10%	EA	0	\$ 505,277	1	\$ 50,528
32	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
32	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
32	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
32	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
32	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
32	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
32	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
32	3	Concrete	Concrete for divider walls	CY	41	107	0.906	\$ 3,994
32	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
32	3	Concrete	Place divider walls	CY	41	47	0.906	\$ 1,755
32	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
32	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
32	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
32	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
32	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row 32 \$ 555,805

B	1	General Conditions	General Conditions	EA	0	\$ 451,232	1	\$ 45,123
B	1	General Contractor	Overhead @ 5%	EA	0	\$ 496,355.73	1	\$ 24,818
B	1	General Contractor	Profit @ 10%	EA	0	\$ 521,174	1	\$ 52,117
B	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
B	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
B	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
B	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
B	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
B	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
B	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
B	2	Demolition	Demolish existing buildings	SF	10,675	\$ 2.07	0.883	\$ 19,512
B	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
B	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
B	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
B	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
B	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
B	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row B \$ 573,291

C	1	General Conditions	General Conditions	EA	0	\$ 451,232	1	\$ 45,123
C	1	General Contractor	Overhead @ 5%	EA	0	\$ 496,355.73	1	\$ 24,818
C	1	General Contractor	Profit @ 10%	EA	0	\$ 521,174	1	\$ 52,117
C	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
C	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
C	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
C	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314

ATTACHMENT J

Option 2: Demolish and Rebuild Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
C	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
C	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
C	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
C	2	Demolition	Demolish existing buildings	SF	10,675	\$ 2.07	0.883	\$ 19,512
C	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
C	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
C	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
C	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
C	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
C	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row C \$ 573,291

D	1	General Conditions	General Conditions	EA	0	\$ 686,628	1	\$ 68,663
D	1	General Contractor	Overhead @ 5%	EA	0	\$ 755,291.09	1	\$ 37,765
D	1	General Contractor	Profit @ 10%	EA	0	\$ 793,056	1	\$ 79,306
D	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
D	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
D	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
D	2	Earthwork	underslab stone fill for drainage for spring	SY	1,186	\$ 24.68	0.883	\$ 25,843
D	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
D	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
D	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
D	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
D	2	Utilities - Storm	Install storm Manhole	EA	1	\$ 4,150.00	0.883	\$ 3,664
D	2	Utilities - Storm	Install storm Sewer for spring	LF	495	\$ 87.50	0.883	\$ 38,245
D	2	Utilities - Storm	underslab drainage to storm for spring	LF	425	\$ 7.90	0.883	\$ 2,965
D	2	Demolition	Demolish existing buildings	SF	10,675	\$ 2.07	0.883	\$ 19,512
D	3	Concrete	Concrete for divider walls	CY	63	107	0.906	\$ 6,104
D	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
D	3	Concrete	Place divider walls	CY	63	47	0.906	\$ 2,681
D	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
D	15	Fire Protection	Fire Department Connection	EA	1	\$ 350.00	0.885	\$ 310
D	15	Fire Protection	Fire Pump	EA	1	\$ 18,000.00	0.885	\$ 15,930
D	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
D	15	Fire Protection	Preaction valve assembly	EA	1	\$ 2,750.00	0.885	\$ 2,434
D	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
D	15	HVAC	Unit Heater	EA	1	\$ 69.50	0.885	\$ 62
D	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
D	16	Electrical	Terminations supply power	EA	2	\$ 39.00	0.986	\$ 77
D	16	Electrical	Transformer	EA	1	\$ 2,825.00	0.986	\$ 2,785
D	16	Electrical	Power cable to buildings	LF	235	\$ 580.00	0.986	\$ 134,296
D	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row D \$ 872,361

ATTACHMENT J

Option 2: Demolish and Rebuild Existing Hangars B-F and Construct New Hangar Row 32

Hangar	Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
E	1	General Conditions	General Conditions	EA	0	\$ 460,017	1	\$ 46,002
E	1	General Contractor	Overhead @ 5%	EA	0	\$ 506,019.06	1	\$ 25,301
E	1	General Contractor	Profit @ 10%	EA	0	\$ 531,320	1	\$ 53,132
E	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
E	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
E	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
E	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
E	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
E	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
E	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
E	2	Demolition	Demolish existing buildings	SF	10,675	\$ 2.07	0.883	\$ 19,512
E	3	Concrete	Concrete for divider walls	CY	63	107	0.906	\$ 6,104
E	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
E	3	Concrete	Place divider walls	CY	63	47	0.906	\$ 2,681
E	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
E	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
E	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
E	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
E	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row E \$ 584,452

F	1	General Conditions	General Conditions	EA	0	\$ 467,162	1	\$ 46,716
F	1	General Contractor	Overhead @ 5%	EA	0	\$ 513,878.73	1	\$ 25,694
F	1	General Contractor	Profit @ 10%	EA	0	\$ 539,573	1	\$ 53,957
F	2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
F	2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.885	\$ 1,836
F	2	Earthwork	Fine Grade Building pad	SY	1,186	\$ 4.04	0.883	\$ 4,231
F	2	Landscape	Hydroseed	SY	3,300	\$ 0.45	0.885	\$ 1,314
F	2	Landscape	Hydroseed subtract Driveways	SY	(478)	\$ 0.45	0.885	\$ (190)
F	2	Landscape	Hydroseed subtract hangar area	SY	(1,186)	\$ 0.45	0.885	\$ (472)
F	2	Paving	Driveways	SY	478	\$ 13.20	0.883	\$ 5,566
F	2	Demolition	Demolish existing buildings	SF	10,675	\$ 2.07	0.883	\$ 19,512
F	3	Concrete	Concrete for Footings	CY	15	107	0.906	\$ 1,436
F	3	Concrete	Place Footings	CY	15	47	0.906	\$ 631
F	15	Fire Protection	Fire Pump	EA	1	\$ 18,000.00	0.885	\$ 15,930
F	15	Fire Protection	Piping	LF	540	\$ 24.50	0.885	\$ 11,705
F	15	Fire Protection	sprinkler heads	EA	712	\$ 45.50	0.885	\$ 28,657
F	16	Distribution	Submetering	EA	10	\$ 330.00	0.986	\$ 3,254
F	5 & 16	Eaglespan Estimate		SF	10,675	\$ 35.00	1	\$ 373,625

Subtotal Hangar Row E \$ 593,530

Demo & Rebuild Hangars Option Total \$ 3,752,730

ATTACHMENT J

Option 3: New Hangars at the North FBO Lease Area

Division	Scope	Description	Unit	Unit Total	Unit Rate	City Cost Index	Cost
1	General Conditions	General Conditions	EA	0	\$ 1,550,511.37	1	\$ 155,051
1	General Contractor	Overhead @ 5%	EA	0	\$ 1,705,562.51	1	\$ 85,278
1	General Contractor	Profit @ 10%	EA	0	\$ 1,790,840.63	1	\$ 179,084
2	Clearing & Grubbing		Acre	2.21	\$ 5,900.00	0.883	\$ 11,517
2	Earthwork	Excavate for ductbank	BCY	271	\$ 6.75	0.883	\$ 1,617
2	Earthwork	Backfill Ductbank	BCY	181	\$ 3.14	0.883	\$ 502
2	Earthwork	Fill and Rough Grade site Area 1	BCY	35,700	\$ 2.03	0.883	\$ 63,992
2	Earthwork	Compaction	BCY	35,700	\$ 1.60	0.883	\$ 50,437
2	Earthwork	Rough Grade site Area 2	BCY	8,795	\$ 0.88	0.883	\$ 6,834
2	Earthwork	Fine Grade Building pad 4 small	SY	1,600	\$ 4.04	0.883	\$ 5,708
2	Earthwork	Fine Grade Building pad 1 large	SY	889	\$ 4.04	0.883	\$ 3,171
2	Earthwork	Fine Grade Taxiways parallel to runway	SY	1,783	\$ 4.04	0.883	\$ 6,362
2	Earthwork	Fine Grade Taxiways perpendicular to runway	SY	611	\$ 4.04	0.883	\$ 2,180
2	Earthwork	Excavate for Footings	BCY	83	\$ 25.00	0.883	\$ 1,831
2	Earthwork	Backfill Footings	BCY	46	\$ 3.14	0.883	\$ 128
2	Landscape	Hydroseed area 1	SY	14,488	\$ 0.45	0.885	\$ 5,770
2	Landscape	Hydroseed subtract paving perp to runway	SY	(1,222)	\$ 0.45	0.885	\$ (487)
2	Landscape	Hydroseed subtract paving parallel to runway	SY	(3,567)	\$ 0.45	0.885	\$ (1,420)
2	Landscape	Hydroseed area 2	SY	2,500	\$ 0.45	0.885	\$ 996
2	Paving	Access Road	SY	3,729	\$ 13.20	0.883	\$ 43,464
2	Paving	Bottom lift perpendicular to runway	SY	1,222	\$ 13.20	0.883	\$ 14,246
2	Paving	Top lift perpendicular to runway	SY	1,222	\$ 13.20	0.883	\$ 14,246
2	Paving	Bottom lift parallel to runway	SY	3,567	\$ 13.20	0.883	\$ 41,572
2	Paving	Top lift parallel to runway	SY	3,567	\$ 13.20	0.883	\$ 41,572
2	Utilities - Storm	Install storm Manhole	EA	1	\$ 4,150.00	0.883	\$ 3,664
2	Utilities - Storm	Install storm Sewer for creek	LF	600	\$ 87.50	0.883	\$ 46,358
2	Utilities - Electrical	Install Ductbank	LF	700	\$ 22.00	0.883	\$ 13,598
2	Utilities - Electrical	Install Ductbank Manhole	EA	2	\$ 4,075.00	0.883	\$ 7,196
3	Concrete	Concrete for Footings	CY	15	\$ 107.00	0.906	\$ 1,436
3	Concrete	Place Footings	CY	15	\$ 47.00	0.906	\$ 631
15	HVAC	Unit Heater	EA	1	\$ 69.50	0.885	\$ 62
15	HVAC	Ventilation Fan	EA	5	\$ 385.00	0.885	\$ 1,704
15	Fire Protection	sprinkler heads	EA	1,493	\$ 45.50	0.885	\$ 60,133
15	Fire Protection	Fire Pump	EA	1	\$ 18,000.00	0.885	\$ 15,930
15	Fire Protection	Fire Department Connection	EA	1	\$ 350.00	0.885	\$ 310
15	Fire Protection	Precision valve assembly	EA	1	\$ 2,750.00	0.885	\$ 2,434
15	Fire Protection	Piping	LF	3,468	\$ 24.50	0.885	\$ 75,195
15	Utilities - Water	Distribution piping	LF	623	\$ 34.50	0.883	\$ 18,979
16	Distribution	Submetering	EA	5	\$ 330.00	0.986	\$ 1,627
16	Electrical	Power cable to buildings	LF	350	\$ 580.00	0.986	\$ 200,158
16	Electrical	Terminations supply power	EA	2	\$ 39.00	0.986	\$ 77
16	Electrical	Transformer	EA	1	\$ 2,825.00	0.986	\$ 2,785
5 & 16	Eaglespan Estimate		SF	22,400	\$ 35.00	1	\$ 784,000
Total							\$ 1,969,925



<http://www.montgomerycountymd.gov/permittingservices/>

Application for Sediment Control Permit

Stormwater Concept #: _____ Preliminary Plan #: _____ Sediment Control Permit # _____

Project Information:

Subdivision/Project Name: _____

Property Size/Area: _____ Square Feet (Acres for Forest Harvest Permits)

Property Address/Location: _____

Lot(s): _____ Block(s): _____ Parcel(s): _____ Watershed: _____

Property Owner Information:

Name _____
Property Owner's Name Contact ID #

Mailing Address _____
City State Zip Code

Telephone #: _____ Fax #: _____ Email: _____

Engineer Information:

Name _____
Firm Name and/or Contact Person Contact ID #

Mailing Address _____
City State Zip Code

Telephone #: _____ Fax #: _____ Email: _____

Type of Application (Please Check Item that applies to desired permit)

☐ **Small Land Disturbance** Total Disturbed Area: _____ Square Feet.

Note: A copy of an approved stormwater management Concept letter must be submitted with this application. If this site does not have an approved stormwater management concept, the Department of Permitting Services will determine if one is needed during the review of this application

☐ **Engineered Sediment Control** Total Disturbed Area: _____ Square Feet.

☐ Rough Grading Only ☐ Full Construction
For Plans requiring Stormwater Management - Estimated Stormwater Mgmt Costs: \$ _____
(Attach copy of Estimate)

☐ **Builders Sediment Control/Ownership Transfer**

Note: Department of Permitting Services' Transfer Form must be provided.

☐ **Forest Harvest**

☐ **Post-Construction Monitoring**

ATTACHMENT K

☐ **Stormwater Maintenance**

☐ **Revision to Previously Approved Sediment Control Plan***

* **Revision Plan Type:** **Original Sediment Control Permit #** _____

☐ Remove Rough Grading Only/Add Bldg. Construction ☐ Add/Revise Stormwater Mgmt.

☐ Revise Sediment Control and/or Site Development Plan ☐ As-Built Submission

☐ Other _____

Total Additional Disturbed Area _____ Square Feet.

Total Revised Disturbed Area _____ Square Feet.

Change in estimated Stormwater Management Costs: \$ _____

(Attach copy of Estimate)

- Is the land disturbing activity within/near the 100-year floodplain limits of a channel, drainageway, stream or creek? ☐ Yes ☐ No
- If YES, provide the drainage area to the property above the construction activity (in acres) _____. If the drainage area is 30 acres or greater a Floodplain District Permit is required.
- Is the proposed land disturbing activity within a designated wetland? ☐ Yes ☐ No

I declare and affirm, under penalty of perjury, that to the best of my knowledge, information and belief all matters and facts in this application are correct. I declare that I am the owner of the property or duly authorized to make this application on behalf of the owner and the standard conditions on the reverse side are made part of the approved Sediment Control Plans.

Signature: _____

Signature Property Owner or Authorized Agent

Printed Name

Date

Conditions of approval:

1. All sediment control work must comply with written requirements, the approved Sediment Control Plan, "Standards and Specifications for Soil Erosion and Sediment Control" and /or all violation notices, which may be issued by the Department.
2. The site, work, materials, plans, and specifications shall be available at all times for inspection by the Department.
3. The sediment control permit is subject to revocation or suspension whenever determination is made and after notice is given that the applicant is in violation of State and County sediment control laws or any rules and regulations promulgated under those laws. This includes conditions specified on the approved plan.
4. If the Department finds that the original sediment control plans are inadequate or inappropriate, then additional plans or modifications thereof will be required.
5. A grading permit must be obtained prior to start of any earthwork, construction, etc., within dedicated street right-of-ways.
6. Any temporary sediment basin or trap which will pond water in a pool greater than 9 feet in diameter and 18 inches in depth must be surrounded by permanent, semi-permanent or portable fences not less than 42 inches in height with openings not greater than three inches in width. This fence must be firmly anchored and constructed in a manner to prevent sagging and maintained in good condition.

ATTACHMENT K

Montgomery County Maryland
Department of Permitting Services
(240) 777-6300



255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4166
Fax (240) 777-6339

<http://www.montgomerycountymd.gov/permittingservices/>

APPLICATION FOR WORK IN PUBLIC RIGHT-OF-WAY PERMIT

Use Permit # _____

Building Permit # _____

CONTACT INFORMATION:

Contact #: _____

Name of Applicant _____

Address _____ City _____ State _____ Zip _____

Daytime Phone # _____ Fax # _____ Email _____

LOCATION OF WORK:

Address _____
House Number _____ Street Name _____ City _____ State _____ Zip _____

Lot _____ Block _____ Subdivision Name _____

TYPE OF WORK: (check all that apply)

☐ New ☐ Existing ☐ Residential ☐ Commercial

Note: For all work, include two site plans and/or construction drawing(s) showing proposed work. Two copies of the Record Plat and/or two copies of the preliminary plan must be provided if development is approved by MNCPPC.

☐ Driveway ☐ GP (Grading/Paving) ☐ Existing Right of Way Permit Number: _____

Note: Letter of Permission will be required if applicant requests building permit release under an existing driveway or GP permit.

☐ Temporary Construction Entrance: Existing Entrance _____ New Entrance _____

☐ Additional work in the public right-of-way is required for this site (sidewalk, storm drain, street trees, etc.).
Explain: _____

☐ crane ☐ construction fence ☐ dumpster to be placed within the public right-of-way.

☐ The public sidewalk and/or a travel/parking lane will require closure during construction.

Note: If checked, a Traffic Control Plan is required.

☐ Other (explain): _____

The proposed work shall be performed in accordance with the conditions of this permit, subject to the provisions of the Montgomery County Road Construction Code, Standards, Specifications and Inspection and Control of the Director of the Department of Permitting Services.

Print Name _____ Applicant Signature _____ Date _____

**FOR STAFF REVIEW AND INFORMATION
FIELD REPORT – DRIVEWAY APRONS – CONDITIONS:**

No. of Driveways: _____ MC.DPW&T Std. No.: _____ Pipe Size: _____

Sight Distance: ☐ Checked: _____ ☐ Required: _____ ☐ Rural Rustic Road: _____

Modification/Additional Work Required (Explain): _____

Bond Amount: \$ _____ Permit Fee: \$ _____ (14.93% of BOND amount plus 10% Automation Fee)

Date: _____ Inspector: _____

CONDITIONS OF THE PERMIT

1. The permittee agrees to save harmless the County from all liability arising from the construction associated with this permit.
2. This permit is non-transferable.
3. Unless otherwise noted, this permit automatically expires 18 months from the date of its issuance unless extended in writing by the Director of the Department of Permitting Services. An extension is granted after a request is made in writing and the appropriate fees are paid prior to the expiration date of the permit.
4. All work done under this permit shall comply with written requirements or directions which may be issued by the Director of the Department of Permitting Services relating to the particular project. If the conditions of this permit are being violated, this permit is subject to revocation by the Director of the Department of Permitting Services.
5. The work, materials, plans and specifications shall be available at all times for inspection by duly authorized officials of Montgomery County.
6. Driveway apron(s) constructed under this permit are for the purpose of providing access to lots adjacent to the right of way. Maintenance will be the responsibility of the property owner.
7. No permit shall be issued for construction unless the right of way has been acquired by the County or has been dedicated to public use and such acquisition or dedication has been recorded among the land records of Montgomery County.
8. If the Director of the Department of Permitting Services finds that the original plans, standards and specifications under which this permit is issued are inadequate or inappropriate for the particular project, he may require different or additional plans, standards and specifications and they shall thereafter, or modification thereof, become a part and condition of this permit.
9. A permit from the State of Maryland Forest, Park and Wildlife Service is required for the removal, and/or planting of any trees on improved public rights of way. Contact (301) 854-6060.
10. The relocation and/or adjustment of any public or private utility shall be the responsibility of the permittee prior to any construction authorized by this permit.
11. Coordinate the relocation of any traffic control signs, parking meters or signalization devices with the Division of Traffic and Parking Services. Contract (240) 777-6000.
12. Construction materials and equipment must not be stored or parked on the public right of way, unless otherwise noted as a condition of this permit.
13. Prior to the release of this permit, complete repair (restoration of right of way) shall be made of any and all damages done to the existing improvements in the public right of way caused by construction operations on this site. All disturbed areas shall be fine graded and sodded.
14. Proper precautions must be taken to keep existing roadways free of mud, debris and other obstructions.
15. Notify "Miss Utility" at 1-800-257-7777 prior to any excavation in the public right-of way.



ATTACHMENT K

Montgomery County Maryland
Department of Permitting Services(240) 777-6300 Fax (240) 777-6262
<http://www.montgomerycountymd.gov/permittingservices/>255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4153APPLICATION FOR **COMMERCIAL BUILDING PERMIT**Sediment Control # _____
U & O # _____Building AP#(s) _____
Demolition # _____**DESCRIPTION OF WORK:** (check all that apply)

- ☐ ADDITION
- ☐ ALTERATION
- ☐ CONSTRUCT
- ☐ DEMOLISH
- ☐ MOVE
- ☐ FOUNDATION ONLY
- ☐ RESTORE and/or REPAIR
- ☐ CHANGE OF USE
- Gross Sq. Ft. of Area Created or Affected by this Action: _____
- Disturbed Land Area: _____
- Estimated Project Cost: \$ _____

USE OF BUILDING OR SPACE:

- ☐ ASSEMBLY
- ☐ BIOSCIENCE
- ☐ BOARDING HOUSE
- ☐ EDUCATIONAL
- ☐ GARAGE
- ☐ HOTEL
- ☐ INSTITUTION
- ☐ MULTI-FAMILY SENIOR **
- ☐ BANK
- ☐ BUSINESS OFFICES
- ☐ DAY CARE FACILITY
- ☐ FENCE*
- ☐ HOSPITAL
- ☐ INDUSTRIAL
- ☐ MERCANTILE
- ☐ MULTI-FAMILY **
- **Note # OF UNITS _____

☐ **GREEN BUILDING**

RATING

- ☐ Certified 26-32 points
- ☐ Silver 33-38 points
- ☐ Gold 39-51 points
- ☐ Platinum 52-69 points
- ☐ Other (please specify) _____

- ☐ PLACE OF WORSHIP
- ☐ RESTAURANT
- ☐ POOL IN GROUND
- ☐ STORAGE
- ☐ TRAILER**
- ☐ OTHER USE: _____
- ☐ POOL ABOVE GROUND
- ☐ RETAINING WALL*
- ☐ POST OFFICE
- ☐ THEATER
- ☐ MODULAR BUILDING***

* IF BUILDING A FENCE OR RETAINING WALL (A signed approval letter from the adjacent lot owner's is required)

HEIGHT _____ ft. _____ ins

- ☐ Located entirely on the land of the owner
- ☐ Public Right of Way/Easement
- ☐ Located on the lot line.

*** Manufacture's Name & Model # for all Trailers & Modular Buildings: _____

REVISION to ORIGINAL PERMIT # _____

(Original permit has been issued and is active)

- ☐ STRUCTURAL ☐ ELECTRICAL ☐ MECHANICAL ☐ SITE ☐ ARCHITECTURAL ☐ OTHER: _____

BUILDING PREMISE ADDRESS:Street _____
Number _____ Street _____ City _____ Zip _____

Lot(s) _____ Block _____ Subdivision _____

Floor/Suite # _____ Nearest Cross Street _____

APPLICANT INFORMATION:

Contact ID#: _____ Fax #: _____ Email: _____

Name of Applicant _____ Daytime Phone #: _____
(Permit will be issued to applicant)

Address _____ City _____ State _____ Zip _____

POINT OF CONTACT:

(If other than applicant) Contact ID#: _____ Fax #: _____ Email: _____

Contact Person _____ Daytime Phone #: _____

Address _____ City _____ State _____ Zip _____

EXPEDITED PLAN REVIEW: ☐ I request an Expedited Plan Review, when available, which is subjected to additional fees.

(Applicant's Signature) _____

Date _____

(Print Name) _____

ATTACHMENT K

ADDITIONAL APPROVALS:

Properties located within historic districts, municipalities and special taxing districts may require additional approvals beyond the required Department of Permitting Services (DPS) building permit.

For projects located in the City of Takoma Park's Commercial Revitalization Overlay, certain permits must be approved by the City prior to commencing construction.

Please refer to "Permit Procedures for Properties within a Montgomery County Municipality".

IMPERVIOUS AREAS:

Existing Building _____ Sq. Ft. New Building _____ Sq. Ft. Site _____ Sq. Ft.

TYPE OF WATER SUPPLY ☐ WSSC ☐ WELL ☐ OTHER _____

SEWAGE DISPOSAL ☐ WSSC ☐ SEPTIC ☐ OTHER _____

MPDU ... 20% of this development will be built as Moderately Priced Dwelling Units ☐ No ☐ Yes

IMPACT TAX ... New Buildings and Additions will be assessed an Impact Tax based on the area where built (see Impact Tax guide). ☐ I will exercise an approved Impact Tax Credit, a copy of which is attached

DAP & EDAET AGREEMENTS.... Agreement must be attached for new buildings when applicable.

SPECIAL EXCEPTION: Is this lot subject to a Special Exception? ☐ Yes, Case # _____ ☐ No

HISTORIC AREA IN ATLAS or MASTER PLAN: Is the property a Historic resource? ☐ Yes ☐ No

USE: Has this space been occupied before? ☐ Yes ☐ No

 If yes, Previous Use _____ Intended Use _____

DEMOLITION: (Answer required for demolition of entire building only)

 Is this building over 25 years old? ☐ Yes ☐ No

AUTHORIZED AGENT AFFIDAVIT: *I hereby declare and affirm, under the penalty of perjury, that:*

1. I am duly authorized to make this permit application on behalf of: _____
(please print property owner's name)
2. The work proposed by this building permit application is authorized by the property owner; and
3. All matters and facts set forth in this Affidavit are true and correct to the best of my knowledge, information and belief.

(Agent's Signature)

Date

(Print Name)

TO BE READ BY THE APPLICANT

Any information that the applicant has set forth in this application that is false or misleading may result in the rejection of the application. A condition for the issuance of this permit is that the proposed construction will comply at all times with the plans as approved by all applicable government agencies. I hereby declare and affirm, under the penalty of perjury, that all matters and facts set forth in the building permit application are true and correct to the best of my knowledge, information and belief.

(Applicant's Signature)

Date

(Print Name)

FOR OFFICE USE: Permit Fee: \$ _____ + Impact Tax, DAP or EDAET: \$ _____ Balance: \$ _____



Application for Use and Occupancy Certificate

CERTIFICATE AP# _____

BUILDING AP# _____

TYPE OF APPLICATION:

- ☐ Use and Occupancy
☐ Open Land Use
☐ Home Health Practitioner
☐ Home Child Care Provider < 12 Children
☐ Shell and Core
☐ Change of Use
☐ Other _____

PRINCIPLE USE: (Check one)

- ☐ Assembly ☐ Boarding House ☐ Business*
☐ Educational ☐ Hotel ☐ Industrial
☐ Mercantile ☐ Misc. Structure ☐ Motel
☐ Place of Worship ☐ Public Utility ☐ Restaurant
☐ Storage ☐ Townhouse ☐ Construction Trailer
☐ Multi-Family -OR- ☐ Multi-Family Senior Building: # of Units ____
☐ Other _____

*If Business, please specify use: _____

LOCATION OF BUILDING PREMISE:

Street Number: _____ Street: _____

Town/City: _____ Zip: _____

Lot: _____ Block: _____ Parcel: _____

Floor: _____ Suite: _____ Unit/Bay/Store#: _____

OWNER'S INFORMATION:

Property Owner's Name: _____ Email: _____

Address _____ City _____ State _____ Zip Code _____

Owner's Representative: _____ Telephone No.: _____ Fax No.: _____

TENANT'S INFORMATION:

Tenant's Company Name: _____ Email: _____

Tenant's Name: _____ Telephone No.: _____ Fax No.: _____
 (Person connected with Trade Company)

Mailing Address: _____
 (For Leasee, if other than premise address) Address _____ City _____ State _____ Zip Code _____

DESCRIPTION OF OCCUPANCY:

HAZARDOUS MATERIALS?

☐ YES

☐ NO

Existing Use: _____ Proposed Use: _____

Square Footage to be Occupied: _____ Number of Employees: _____ Number of Company Vehicles: _____

The PRIMARY use will be: _____ which is: _____ % of the space.

The SECONDARY use will be: _____ which is: _____ % of the space.

Is this space ready for inspection now?

☐ YES

☐ NO, I WILL CALL WHEN READY

Person to contact to gain entry to space _____

Daytime Phone No _____

Applicant's Signature _____

Print Name _____

Date _____

FOR OFFICE USE ONLY

BUILDING & USE INFORMATION

Floor No (s): _____

Max. Live Load: _____

Construction Type: _____

IBC Use Group: _____

Occupancy Load: _____

Code/Edition: _____

Conditions: _____

Fully Sprinkled & Monitored: _____

ZONING USE ONLY

Zoning Use Category: _____

Zoning Type: _____ Zoning Sheet: _____

Parking Required: _____ Parking Provided: _____

Special Exception Case Number: _____

Secondary Use: _____ @ _____ %

☐ Approved ☐ Disapproved

Reason for Disapproval: _____



<http://www.montgomerycountymd.gov/permittingservices/>

Demolition Submittal Guidelines

1. APPLY FOR A SEDIMENT CONTROL PERMIT, IF YOU ARE DISTURBING 5,000 SQUARE FEET OR GREATER AND PAY THE APPROPRIATE FILING FEE.
 2. SUBMIT COMPLETED APPLICATION (PLEASE PROVIDE NAME OF CONTACT PERSON) EITHER BY MAIL OR IN PERSON TO: **Montgomery County, Department of Permitting Services, 255 Rockville Pike, 2nd Floor, Rockville, Maryland 20850-4166.** OFFICE HOURS ARE 7:30 A.M. TO 4 P.M., MONDAY THRU FRIDAY. **MAKE SURE YOU HAVE READ SECTION 8.27 OF THE MONTGOMERY COUNTY CODE THAT DESCRIBES THE DEMOLITION AND REMOVAL OF BUILDINGS** (copy of the code is attached).
 3. PAY A NON-REFUNDABLE APPLICATION FEE¹ OF \$205² to \$325³ (PLUS a 10% automation enhancement fee) WITH YOUR APPLICATION.
 4. OBTAIN A BOND IN THE SAME AMOUNT AS THE ESTIMATED COST OF THE DEMOLITION (MINIMUM \$400) AND SUBMIT THIS AS SOON AS POSSIBLE.
There are four types of bonds:
 1. **Performance Bond** executed by the Insurance Company according to the forms provided by the County; which includes a Power-of-Attorney statement and a Certification form completed by the Clerk of the Circuit Court (must be attached).
 2. **Letter of Credit** executed by the bank, in the form provided by the County.
 3. **Cash Bonds** may be posted in the form of cash, check, or money orders.
 4. **Certificate of Guarantee** obtainable by members of the Maryland Development of Guarantee Group (**ONLY**).
 5. PROVIDE A LIST OF ADJACENT AND CONFRONTING PROPERTY OWNERS NAME AND ADDRESSES (see attached diagram).
 6. IF THE PROPERTY IS (OR EVER WAS) SERVED BY A PRIVATE WATER WELL, CONTRACT WITH A MARYLAND LICENSED WELL DRILLER TO PROPERLY ABANDON AND SEAL ANY WATER WELLS ON THE PROPERTY AND SUBMIT A WELL ABANDONMENT REPORT TO THE WELL & SEPTIC SECTION OF DPS (call 240-777-6300 for questions).
 7. CONTACT THE UTILITY COMPANIES TO REQUEST DISCONNECTIONS. SUBMIT COPIES OF DISCONNECTION LETTERS TO THE DEPARTMENT OF PERMITTING SERVICES. FAXED COPIES WILL BE ACCEPTED (see back for address listings).
 8. SUBMIT A SIGNED AFFIDAVIT FROM A COMPANY LICENSED BY THE STATE OF MARYLAND, DEPARTMENT OF AGRICULTURE, LICENSED UNDER THE CATEGORY OF INDUSTRIAL, INSTITUTIONAL, STRUCTURAL AND HEALTH RELATED (RODENTS), STATING THAT THE PROPERTY HAS BEEN INSPECTED AND IS FREE OF ANY RODENTS OR OTHER PESTS.
 9. REMOVE ANY ASBESTOS OR OTHER HAZARDOUS MATERIALS IN ACCORDANCE WITH THE MARYLAND DEPARTMENT OF THE ENVIRONMENT REGULATIONS **PRIOR TO DEMOLITION.** FOR MORE INFORMATION, CALL **1-800-633-6101.**
 10. ACCESS TO PROPERTY BY CONSTRUCTION VEHICLES MUST BE THROUGH A DPS PERMITTED CONSTRUCTION ENTRANCE OR AN EXISTING PERMITTED DRIVEWAY.
 11. FOLLOW UP ON ALL REQUIRED APPROVALS AND SUBMIT TO THIS OFFICE UNTIL PERMIT IS OBTAINED.
- AFTER THE PERMIT IS ISSUED:**
12. DEMOLISH THE BUILDING(S).
 13. CLEAN UP THE LOT.
 14. ARRANGE FOR INSPECTION BY CALLING **240-777-6300** BETWEEN 7:30 A.M. - 4 P.M., MONDAY THRU FRIDAY.

¹ Fees as shown in (DPS) EO-10-06.

² If the site address is located in the Department of Permitting Services plan review area.

³ If the site address is located in the Maryland - National Capital Park and Planning Commission plan review area.

ATTACHMENT L

NOTE: BE SURE TO ARRANGE FOR FINAL INSPECTION. ONCE THE INSPECTION IS PASSED, THE BOND WILL BE RETURNED.

MAILING LIST

PEPCO

(POTOMAC ELECTRIC POWER CO)
MONTGOMERY CO. REGIONAL OFFICE
CUSTOMER SERVICE CENTER
210 WEST GUDE DRIVE
ROCKVILLE, MARYLAND 20850
MONDAY – FRIDAY, 10 a.m. - 2 p.m.
ATTN: ELIZA HEMINGWAY
TELEPHONE: 301-548-4300
FAX: 301-670-8718
MISS UTILITY: 1-800-257-7777

HISTORICAL SOCIETY

1209 SPRING STREET
SILVER SPRING, MARYLAND 20910
ATTN: GWEN WRIGHT
TELEPHONE: 301-563-3400
FAX NO: 301-495-1370

BALTIMORE GAS & ELECTRIC CO. (BG&E)

SOUTHERN DISTRIBUTOR DEPT.
PARKWAY INDUSTRIAL CENTER
731 PARKWAY DRIVE, SOUTH
HANOVER, MARYLAND 21076
ATTN: EXPEDITING
TELEPHONE: 410-850-4620
FAX NO: 410-859-9354

ALLEGHENY POWER

INFORMATION CENTER
421 E. PATRICK STREET
P.O. BOX 488
FREDERICK, MARYLAND 21701
ATTN: DANE ROBINSON
TELEPHONE: 301-694-4450
FAX NO: 301-694-4440
(DAMASCUS/POOLESVILLE)

WASHINGTON GAS LIGHT CO.

SPRINGFIELD OPERATION CENTER
6801 INDUSTRIAL RD. ROOM 206
SPRINGFIELD, VIRGINIA 22151
ATTN: RAZING DESK
TELEPHONE: 703-750-4314
FAX NO: 703-750-7570

WSSC

14501 SWEITZER LANE
LOBBY LEVEL
LAUREL, MARYLAND 20707
ATTN: JACKIE SWAN/LOUIS PATIA
TELEPHONE: 301-206-8634
FAX NO: 301-206-8114

VERIZON

3901 CALVERTON BLVD., 3RD FLOOR
BELTSVILLE, MARYLAND 20705
ATTN: TERRI MARCOUX
TELEPHONE: 301-595-6122
FAX NO: 301-595-3227

VERIZON

ENGINEERING DEPARTMENT
92 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702
TELEPHONE: 301-694-3996
(POOLESVILLE/DICKERSON)

WELL & SEPTIC SYSTEM

MONTGOMERY CO.
PERMITTING SERVICES
255 ROCKVILLE PIKE, 2ND FLOOR
ROCKVILLE, MARYLAND 20850-4166
ATTN: JAY BEATTY
TELEPHONE: 240-777-6300
FAX NO. 240-777-6300

ATTACHMENT L

Sec. 8-27. Demolition or removal of buildings.

- (a) Notice. The Director must mail written notice, at least 10 days before the Director issues a permit to remove or demolish a building or structure, to the owner of each adjacent and confronting lot. The applicant must give the Department the name and address of the owner of each adjacent and confronting lot. The notice must identify the building or structure to be demolished or removed, specify the process for issuing the permit and the time limit to appeal the issuance of a permit to the Board of Appeals, and include any other information the Director finds useful. The Director need not deliver this notice if unsafe conditions require immediate demolition or removal of the building or structure.
- (b) Signage. The Director need not deliver the notice required by subsection (a) if, at least 10 days before the Director issues a permit to remove or demolish a building or structure, the applicant posts at a conspicuous location on the lot a sign describing the proposed demolition or removal, specifying the process for issuing the permit and the time limit to appeal the issuance of a permit to the Board of Appeals, and including any other information the Director requires. The sign must conform to design, content, size, and location requirements set by regulation under Section 8-13(a).
- (c) Special notice for older buildings. At least 30 days before the Director issues a permit to demolish or remove a building, other than a single-family dwelling, that will be more than 25 years old when it is demolished or removed, the Director must list the address of the property on a properly designated website or other widely available form of electronic notice.
- (d) Notice to utilities. Before the Director may issue a demolition or removal permit, the applicant must notify each connected public utility and obtain a written release confirming that all service connections and appurtenant equipment, such as meters and regulators, have been safely disconnected and sealed.
- (e) Permit requirement; conditions. A person must not demolish or remove a building or structure unless the Director has issued a permit to do so under this Section. Each demolition or removal permit must require the applicant to:
 - (1) before demolishing or removing a building or structure, exterminate any rodents or other pests in it;
 - (2) after demolition or removal, clear all construction and demolition debris;
 - (3) restore the established grade of the surrounding land, unless a sediment control permit is otherwise required; and
 - (4) at all times keep the site free from any unsafe condition.
- (f) Bond or surety. Each applicant for a demolition or removal permit must file a performance bond, cash, certificate of guarantee, or surety with the Department, in an amount equal to the cost of demolition or removal, to assure the safe and expedient demolition or removal of the building or structure and clearing of the site. If the building or structure is not demolished or removed and the site is not cleared of all debris within the time specified in the permit, but not sooner than 60 days after the permit is issued, the Director may enter the property, demolish or remove the building or structure, clear the site of debris, and take action to forfeit the performance bond, enforce the guarantee, or otherwise reimburse the Department for its cost.
- (g) Definitions. As used in this Section:
 - (1) remove means to move a building or structure substantially intact from or within a site; and
 - (2) demolish means to tear down or destroy an entire building or structure, or all of a building or structure except a single wall or facade. (1975 L.M.C., ch. 1, § 3; 2002 L.M.C., ch. 24, § 1.)

ATTACHMENT L

MUST BE ON COMPANY LETTER HEAD

DATE

Department of Permitting Services
255 Rockville Pike
Rockville, Maryland 20850

Attention Division of Casework Management:

Re: Property Address of Demolition
Address
Address

(Name of Company) is licensed with the Maryland Department of Agriculture in the category of "Industrial, Institutional, Structural & Related – Rodent". You will find our company listed with the following information:

Business Name:
Business License Number:
Expiration Date:

(Name of Company) has inspected (property address) and finds that it is free of any rodents or other pests.

ATTACHMENT M

3.19 NONTIDAL WETLANDS (NONTIDAL WETLANDS AND WATERWAYS PERMITS)

- ☐ *Question: Does your project require work to be performed in a non-tidal wetland, the non-tidal wetland buffer?*

Why do I need this approval?

Nontidal wetlands are commonly known as marshes, swamps, bogs, wet meadows and bottomland forests. They are inland, freshwater areas usually covered or saturated with water for long periods during the growing season. Nontidal wetlands help protect the Chesapeake and Coastal Bays and streams by filtering phosphorus, nitrogen, and other pollutants from upland runoff. They form natural flood retention areas able to store floodwater and slowly release them downstream, reducing flood damages. Nontidal wetland vegetation helps stabilize streambanks and reduce streambank erosion. They also provide habitat for fish and wildlife, including many rare, threatened and endangered species, and organic material for the food chain. Nontidal wetlands are also areas of scenic beauty and provide recreational opportunities. The goal of the nontidal wetlands and waterways program is to manage nontidal wetlands and to provide essential resource protection by authorizing only necessary and unavoidable impacts. To accomplish this goal, the following activities are regulated by the Department:

- Grading or filling
- Excavating or dredging
- Changing existing drainage patterns
- Disturbing the water level or water table
- Destroying or removing vegetation

What laws or regulations give MDE the legal authority to issue this approval?

STATE: Environment Article Title 5, Subtitle 5-901 through 5-911; Annotated Code of Maryland; COMAR 26.23.

What is the process to get this approval?

- 1) Complete a "Joint Federal/State Application for the Alteration of any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland" application.
- 2) Mail the original plus four copies of the application, plans, vicinity maps, and any supporting documentation to:
Regulatory Services Coordination Office (RSC)
MDE, Water Management Administration
1800 Washington Boulevard, Suite 430
Baltimore, Maryland 21230-1708
- 3) Upon receipt of the application package, the RSC will determine what type of authorization is necessary and will forward the application to the appropriate governmental agencies. The RSC receives applications for the Nontidal Wetlands and Waterways Division, Tidal Wetlands Division and the Dam Safety Division of the Maryland Department of the Environment, as

well as the U.S. Army Corps of Engineers. The Department conducts the application review in cooperation with local, State and federal agencies.

4) Depending on the nature of the project, it may be advertised for comment and an opportunity for a public informational hearing. The applicant may be required to notify adjacent property owners. If requested, a public informational hearing is conducted by the Department

5) The Department may perform a site evaluation.

6) At the conclusion of the review process, the Department will make a decision on the application. Upon receipt of final construction plans, a permit or letter of authorization may be issued by the Department.

WATER QUALITY CERTIFICATION

A State Water Quality Certification (WQC), which insures the protection of waters of the State, is necessary for activities requiring a U.S. Army Corps of Engineers Section 404 permit. When an activity is approved by a nontidal wetlands and waterways authorization, the WQC is incorporated into that authorization. When an activity is exempt from the requirement to obtain a nontidal wetlands and waterways authorization, an individual WQC is issued by the Department.

Is this approval directly related or contingent on other approvals?

Chesapeake Bay Critical Area Protection Program; Erosion/sediment control and stormwater management plan approvals (3.20); and
Local building permits.

Are there any other requirements?

An authorization is required for any activity that alters a nontidal wetland or its 25-foot buffer. The 25-foot buffer is expanded to 100 feet for wetlands of special state concern as defined in COMAR 26.23.06.

Applicants are required to demonstrate that proposed impacts to nontidal wetlands are necessary and unavoidable. The application review process first eliminates, then reduces impacts through avoidance and minimization. An alternatives analysis may be required as part of this process. Mitigation is required for all authorized impacts. Wetland mitigation monitoring is required and will extend beyond construction of an approved mitigation project.

ATTACHMENT M

How long should I expect it to take to get this approval once I submit a complete application?

Type of Project *	Turnaround Time
Minor projects	10 months (300 days)
Major projects	12 months (360 days)

* **Minor Project:** Generally, projects that involve permanent impacts of less than 5,000 square feet to nontidal wetlands, or less than one acre of isolated nontidal wetlands. These projects do not require an alternative site analysis, public notice or mitigation by the applicant.

Major Project: Projects with permanent impacts to nontidal wetlands equal to or greater than 5,000 square feet; or projects with less than 5,000 square feet but within the Critical Area, a Nontidal Wetland of Special State Concern, or within a Use III or IV watershed. An alternative site analysis, public notice, including the opportunity for the public to request a public informational hearing, and mitigation by the applicant are required.

Once I get this approval, how long will it last?

Maximum of five years and may be extended for an additional five years. Construction must be initiated within three years.

Is there a fee?

Yes. Please refer to our website for more information http://www.mde.state.md.us/assets/document/wetlands_application_fee.pdf

Do I need to know any additional information?

Contact the Department at (410) 537-3768 for technical assistance and guidance on the preparation of a complete application. For permit application status call 1-800-876-0200.

Who do I contact with additional questions?

Amanda Sigillito
Nontidal Wetlands and Waterways Division
asigillito@mde.state.md.us
(410) 537-3766

Related link:

http://www.mde.state.md.us/Programs/WaterPrograms/Wetlands_Waterways/permits_applications/index.asp

ATTACHMENT M
**JOINT FEDERAL/STATE APPLICATION FOR THE ALTERATION OF ANY FLOODPLAIN,
WATERWAY, TIDAL OR NONTIDAL WETLAND IN MARYLAND**

FOR AGENCY USE ONLY

Application Number _____	Date Determined Complete _____
Date Received by State _____	Date(s) Returned _____
Date Received by Corps _____	_____
Type of State permit needed _____	Date of Field Review _____
Type of Corps permit needed _____	Agency Performed Field Review _____

- +++++
- Please submit 1 original and 4 copies of this form, required maps and plans to the Wetlands and Waterways Program as noted on the last page of this form.
 - Any application which is not completed in full or is accompanied by poor quality drawings may be considered incomplete and result in a time delay to the applicant.

Please check one of the following:

RESUBMITTAL: _____ APPLICATION AMENDMENT: _____ MODIFICATION TO AN EXISTING PERMIT: _____
JURISDICTIONAL DETERMINATION ONLY _____ APPLYING FOR AUTHORIZATION _____
PREVIOUSLY ASSIGNED NUMBER (RESUBMITTALS AND AMENDMENTS) _____
DATE _____

1. APPLICANT INFORMATION:

APPLICANT NAME:

A. Name: _____ B. Daytime Telephone: _____
C. Company: _____ D. Email Address: _____
E. Address: _____
F. City: _____ State: _____ Zip: _____

AGENT/ENGINEER INFORMATION:

A. Name: _____ B. Daytime Telephone: _____
C. Company: _____ D. Email Address: _____
E. Address: _____
F. City: _____ State: _____ Zip: _____

ENVIRONMENTAL CONSULTANT:

A. Name: _____ B. Daytime Telephone: _____
C. Company: _____ D. Email Address: _____
E. Address: _____
F. City: _____ State: _____ Zip: _____

CONTRACTOR (If known): _____

A. Name: _____ B. Daytime Telephone: _____
C. Company: _____ D. Email Address: _____
E. Address: _____
F. City: _____ State: _____ Zip: _____

PRINCIPAL CONTACT:

A. Name: _____ B. Daytime Telephone: _____
C. Company: _____ D. Email Address: _____
E. Address: _____
F. City: _____ State: _____ Zip: _____

PCA 13910
OBJ 4142

ATTACHMENT M

2. PROJECT DESCRIPTION

a. GIVE WRITTEN DESCRIPTION OF PROJECT:

Has any portion of the project been completed? _____ Yes _____ No If yes, explain _____

Is this a residential subdivision or commercial development? _____ Yes _____ No

If yes, total number of acres on property _____ acres

b. ACTIVITY: Check all activities that are proposed in the wetland, waterway, floodplain, and nontidal wetland buffer as appropriate.

- | | | |
|---------------------|---------------------------------|---------------------------------|
| A. _____ filling | D. _____ flooding or impounding | F. _____ grading |
| B. _____ dredging | E. _____ water | G. _____ removing or destroying |
| C. _____ excavating | E. _____ draining | vegetation |
| | | H. _____ building structures |

Area for item(s) checked: Wetland _____ (sq. ft.) Buffer (Nontidal Wetland Only) _____ (sq. ft.)

Expanded Buffer (Nontidal Wetland Only) _____ (sq. ft.)

Area of stream impact _____ (sq. ft.)

Length of stream affected _____ (linear feet)

c. TYPE OF PROJECTS: Project Dimensions

For each activity, give overall length and width (in feet), in columns 1 and 2. For multiple activities, give total area of disturbance in square feet in column 3. For activities in tidal waters, give maximum distance channelward (in feet) in column 4. For dam or small ponds, give average depth (in feet) for the completed project in column 5. Give the volume of fill or dredged material in column 6.

	Length h (Ft.) 1	Width (Ft.) 2	Area Sq. Ft. 3	Maximum/Average Channelward Encroachment 4	Pond Depth 5	Volume of fill/dredge material (cubic yards) below MHW or OHW 6
A. _____ Bulkhead	_____	_____	_____	_____	_____	_____
B. _____ Revetment	_____	_____	_____	_____	_____	_____
C. _____ Vegetative Stabilization	_____	_____	_____	_____	_____	_____
D. _____ Gabions	_____	_____	_____	_____	_____	_____
E. _____ Groins	_____	_____	_____	_____	_____	_____
F. _____ Jetties	_____	_____	_____	_____	_____	_____
G. _____ Boat Ramp	_____	_____	_____	_____	_____	_____
H. _____ Pier	_____	_____	_____	_____	_____	_____
I. _____ Breakwater	_____	_____	_____	_____	_____	_____
J. _____ Repair & Maintenance	_____	_____	_____	_____	_____	_____
K. _____ Road Crossing	_____	_____	_____	_____	_____	_____
L. _____ Utility Line	_____	_____	_____	_____	_____	_____
M. _____ Outfall Construction	_____	_____	_____	_____	_____	_____
N. _____ Small Pond	_____	_____	_____	_____	_____	_____
O. _____ Dam	_____	_____	_____	_____	_____	_____
P. _____ Lot Fill	_____	_____	_____	_____	_____	_____
Q. _____ Building Structures	_____	_____	_____	_____	_____	_____
R. _____ Culvert	_____	_____	_____	_____	_____	_____
S. _____ Bridge	_____	_____	_____	_____	_____	_____
T. _____ Stream Channelization	_____	_____	_____	_____	_____	_____
U. _____ Parking Area	_____	_____	_____	_____	_____	_____
V. _____ Dredging	_____	_____	_____	_____	_____	_____

1. _____ New 2. _____ Maintenance 3. _____ Hydraulic 4. _____ Mechanical
W. _____ Other (explain) _____

ATTACHMENT M

d. **PROJECT PURPOSE:** Give brief written description of the project purpose:

3. PROJECT LOCATION:

a. LOCATION INFORMATION:

A. County: _____ B. City: _____ C. Name of waterway or closest waterway: _____
D. State stream use class designation: _____
E. Site Address or Location: _____
F. Directions from nearest intersection of two state roads: _____

G. Is your project located in the Chesapeake Bay Critical Area (generally within 1,000 feet of tidal waters or tidal wetlands)?:
Yes _____ No _____

H. County Book Map Coordinates (Alexandria Drafting Co.); Excluding Garrett and Somerset Counties:
Map: _____ Letter: _____ Number: _____ (to the nearest tenth)

I. FEMA Floodplain Map Panel Number (if known): _____

J. 1. _____ latitude 2. _____ longitude

b. **ACTIVITY LOCATION:** Check one or more of the following as appropriate for the type of wetland/waterway where you are proposing an activity:

A. _____ Tidal Waters	F. _____ 100-foot buffer (nontidal wetland of special State concern)	H. _____ 100-year floodplain (outside stream channel)
B. _____ Tidal Wetlands	G. _____ In stream channel	I. _____ River, lake, pond
C. _____ Special Aquatic Site (e.g., mudflat, vegetated shallows)	1. _____ Tidal 2. _____ Nontidal	J. _____ Other (Explain) _____
D. _____ Nontidal Wetland		
E. _____ 25-foot buffer (nontidal wetlands only)		

c. LAND USE:

A. Current Use of Parcel Is: 1. _____ Agriculture: Has SCS designated project site as a prior converted cropland?
Yes _____ No _____ 2. _____ Wooded 3. _____ Marsh/Swamp 4. _____ Developed
5. _____ Other _____

B. Present Zoning Is: 1. _____ Residential 2. _____ Commercial/Industrial 3. _____ Agriculture 4. _____ Marina 5. _____ Other

C. Project complies with current zoning _____ Yes _____ No

THE FOLLOWING INFORMATION IS REQUIRED BY THE STATE (blocks 4-7):

4. **REDUCTION OF IMPACTS:** Explain measures taken or considered to avoid or minimize wetland losses in F. Also check Items A-E if any of these apply to your project.

A. _____ Reduced the area of disturbance
B. _____ Reduced size/scope of project
C. _____ Relocated structures
D. _____ Redesigned project
E. _____ Other _____

ATTACHMENT M

F. Explanation _____

Describe reasons why impacts were not avoided or reduced in Q. Also check Items G-P that apply to your project.

G. _____ Cost	K. _____ Parcel size	N. _____ Safety/public welfare issue
H. _____ Extensive wetlands on site	L. _____ Other regulatory requirement	O. _____ Inadequate zoning
I. _____ Engineering/design constraints	M. _____ Failure to accomplish project purpose	P. _____ Other _____
J. _____ Other natural features		

Q. Description _____

5. LETTER OF EXEMPTION: If you are applying for a letter of exemption for activities in nontidal wetlands and/or their buffers, explain why the project qualifies:

A. _____ No significant plant or wildlife value and wetland impact	B. _____ Repair existing structure/fill	
1. _____ Less than 5,000 square feet	C. _____ Mitigation Project	
2. _____ In an isolated nontidal wetland less than 1 acre in size	D. _____ Utility Line	
	1. _____ Overhead	
	2. _____ Underground	
E. Other (explain) _____		

F. _____ Check here if you are **not** applying for a letter of exemption.

IF YOU ARE APPLYING FOR A LETTER OF EXEMPTION, PROCEED TO BLOCK 11

6. ALTERNATIVE SITE ANALYSIS: Explain why other sites that were considered for this project were rejected in M. Also check any items in D-L if they apply to your project. **(If you are applying for a letter of exemption, do not complete this block):**

A. _____ 1 site	B. _____ 2 - 4 sites	C. _____ 5 or more sites
Alternative sites were rejected/not considered for the following reason(s):		
D. _____ Cost	H. _____ Greater wetlands impact	L. _____ Other _____
E. _____ Lack of availability	I. _____ Water dependency	
F. _____ Failure to meet project purpose	J. _____ Inadequate zoning	
G. _____ Located outside general/market area	K. _____ Engineering/design constraints	
M. Explanation: _____		

7. PUBLIC NEED: Describe the public need or benefits that the project will provide in F. Also check Items in A-E that apply to your project. **(If you are applying for a letter of exemption, do not complete this block):**

A. _____ Economic	C. _____ Health/welfare	E. _____ Other _____
B. _____ Safety	D. _____ Does not provide public benefits	
F. Description _____		

ATTACHMENT M

8. OTHER APPROVALS NEEDED/GRANTED:

A. Agency	B. Date Sought	C. Decision		D. Decision Date	E. Other Status
		1. Granted	2. Denied		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

9. MITIGATION PLAN: Please provide the following information:

- a. Description of a monetary compensation proposal, if applicable (for **state requirements** only). Attach another sheet if necessary. _____

- b. Give a brief description of the proposed mitigation project. _____

- c. Describe why you selected your proposed mitigation site, including what other areas were considered and why they were rejected. _____

- d. Describe how the mitigation site will be protected in the future. _____

10. HAVE ADJACENT PROPERTY OWNERS BEEN NOTIFIED?:

A. _____ Yes B. _____ No

Provide names and mailing addresses below (Use separate sheet, if necessary):

- | | | |
|----------|----------|----------|
| a. _____ | b. _____ | c. _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

11. HISTORIC PROPERTIES: Is your project located in the vicinity of historic properties? (For example: structures over 50 years old, archeological sites, shell mounds, Indian or Colonial artifacts). Provide any supplemental information in Section 13.

A. _____ Yes B. _____ No C. _____ Unknown

12. ADDITIONAL INFORMATION: Use this space for detailed responses to any of the previous items. Attach another sheet if necessary:

ATTACHMENT M

Check box if data is enclosed for any one or more of the following (see checklist for required information):

- | | | |
|---|---|---|
| A. <input type="checkbox"/> Soil borings | D. <input type="checkbox"/> Field surveys | G. <input type="checkbox"/> Site plan |
| B. <input type="checkbox"/> Wetland data sheets | E. <input type="checkbox"/> Alternate site analysis | H. <input type="checkbox"/> Avoidance and |
| C. <input type="checkbox"/> Photographs | F. <input type="checkbox"/> Market analysis | minimization analysis |
| I. <input type="checkbox"/> Other (explain) _____ | | |
-
-

CERTIFICATION:

I hereby designate and authorize the agent named above to act on my behalf in the processing of this application and to furnish any information that is requested. I certify that the information on this form and on the attached plans and specifications is true and accurate to the best of my knowledge and belief. I understand that any of the agencies involved in authorizing the proposed works may request information in addition to that set forth herein as may be deemed appropriate in considering this proposal. I certify that all Waters of the United States have been identified and delineated on site, and that all jurisdictional wetlands have been delineated in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. I grant permission to the agencies responsible for authorization of this work, or their duly authorized representative, to enter the project site for inspection purposes during working hours. I will abide by the conditions of the permit or license if issued and will not begin work without the appropriate authorization. I also certify that the proposed works are consistent with Maryland's Coastal Zone Management Plan. I understand that none of the information contained in the application form is confidential and that I may request that additional required information be considered confidential under applicable laws. I further understand that failure of the landowner to sign the application will result in the application being deemed incomplete.

LANDOWNER MUST SIGN: _____ DATE: _____

WHERE TO MAIL APPLICATION

Maryland Department of the Environment
Water Management Administration
Regulatory Services Coordination Office
1800 Washington Boulevard, Suite 430
Baltimore, Maryland 21230
Telephone: (410) 537-3762
1-800-876-0200

BEFORE YOU MAIL... DON'T FORGET...

- **SIGN AND DATE THE APPLICATION. THE LANDOWNER MUST SIGN.**
- **FIVE (5) COPIES OF ALL DOCUMENTS (APPLICATION, PLANS, MAPS, REPORTS, ETC.) MUST BE RECEIVED TO BEGIN OUR REVIEW.**
- **INCLUDE FIVE COPIES OF A VICINITY MAP (LOCATION MAP) WITH THE PROJECT SITE PINPOINTED.**
- **SEND AN APPLICATION FEE OF \$750 ALONG WITH A COPY OF THE FIRST PAGE OF THE APPLICATION TO MARYLAND DEPARTMENT OF THE ENVIRONMENT, P.O. BOX 2057, BALTIMORE, MD 21203-2057. PLEASE REFER TO OUR WEBSITE <http://www.mde.state.md.us/wetlands> FOR FURTHER INSTRUCTIONS.**

**SAMPLE PLANS MAY BE OBTAINED BY PHONE (1-800-876-0200)
OR E-MAIL acunabaugh@mde.state.md.us.**

ATTACHMENT M
SUPPLEMENTARY INFORMATION TO BE INCLUDED ON PLANS, DRAWINGS, OR VICINITY MAPS

In addition to the information indicated on the previous pages, you should include the following on the 8 1/2 x 11 site plans and any blueprints you have submitted:

1. Delineation of any wetland buffers or expanded buffers, clearly marked and differentiated.
2. Location of mitigation area, if proposed on the same site as the project.

Note: If you are proposing a complex project you may wish to submit engineering blueprints of your project with the application form to expedite review.

Mitigation Location Map: If you are proposing that nontidal wetland mitigation be done at a different location than the proposed project, you should submit a map showing the location of the mitigation site in relation to the proposed nontidal wetland losses.

WETLAND DELINEATION

Wetlands should be identified according to methods described in the publication Federal Manual Identifying and Delineating Jurisdictional Wetlands. Copies of the manual may be obtained by calling the U. S. Government Printing Office at 202-783-3238 and requesting document #024-010-00-683-8 at a cost of \$7.50. Wetlands must be shown on all plans submitted with the application. All wetlands on site must be delineated and shown on the overall site plan. 8½ x 11 inch plans with topography showing relation of the wetlands and project impacts must be submitted. Copies of the wetland reports and data sheets used in making the determination be included with your application submittal.

Regulatory Agencies

Federal Permits

U.S. Army Corps of Engineers
Baltimore District
Attention: CENAB-OP-R
P. O. Box 1715
Baltimore, MD 21203-1715
Telephone: (410) 962-3670

**Coastal Zone Consistency
Statement**

MD Dept. of the Environment
Water Management Administration
Wetlands and Waterways Program
1800 Washington Blvd, Ste 430
Baltimore, MD 21230
Telephone: (410) 537-3745

State Authorizations

MD Dept. of the Environment
Water Management Administration
Tidal Wetlands Division
1800 Washington Blvd, Ste 430
Baltimore, MD 21230
Telephone: (410) 537-3837

MD Dept. of the Environment
Water Management Administration
Nontidal Wetlands and Waterways
Division
1800 Washington Blvd, Ste 430
Baltimore, MD 21230
Telephone: (410) 537-3768

Attachment R

TIEDOWN & HANGARS LICENSE AGREEMENT

This Tiedown & Hangars License Agreement (this "License Agreement") is made on the _____ day of _____, 2010, by and between FREESTATE AVIATION, INC. ("Freestate") and _____ ("Licensee").

RECITALS:

A. Montgomery County Revenue Authority (the "Revenue Authority"), is the owner and landlord, and Montgomery County Airpark, LLC ("MCAP"), is the tenant, of certain areas containing a parking facility of tie-down spaces and hangar spaces, per the Amended Lease and Fixed-Base Operators Agreement d _____ and recorded among the Land Records of Montgomery County, Maryland in Liber 26711, folio 551 (the "Amended Lease").

B. Freestate is a subtenant of MCAP.

C. Freestate wishes to grant a license to the Licensee for the use of a tie-down and/or hangar space in its parking facility under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties hereto, it is covenanted and agreed as follows:

1. Freestate hereby grants to the Licensee a license to use a portion of the aircraft parking facility at Montgomery County Airpark, designated as Tie-down/Hangar Space _____ (the "Parking Space") under the following terms and conditions. The term of the license shall commence on _____ for a term of one month, and shall continue on a month-to-month basis, until terminated by either party as set forth herein. If the date of commencement is not the first day of a month, then the term of the license shall be the period from the date of commencement to the last day of the following month (and the license fee set forth below prorated accordingly, and thereafter shall continue as a month-to-month basis until terminated by either party as set forth herein.

2. The Licensee understands and agrees: (i) that the license herein granted shall be deemed a personal privilege granted to the Licensee only and that the Licensee may not sell, assign, transfer, sublet or convey this license to any other person, firm or corporation, without the express written consent of Freestate in its sole discretion; (ii) that this License Agreement does not convey to the Licensee any right, title, interest or estate in or to any part of the real property; (iii) that Freestate retains and shall retain full possession and control of the Parking Space and aircraft parking facility described in paragraph 1 above, and of all adjoining, surrounding and adjacent ramp and parking areas; (iv) that Freestate may, at will, upon five (5) days prior notice, with or without cause, terminate the license at any time, and/or require the Licensee to use a different parking space in the aircraft parking facility other than the one described in paragraph 1 above; (v) that this License Agreement is not intended to be nor shall it operate as or be interpreted or construed as a lease or as an easement of any nature or description; (vi) that Freestate shall not be deemed to be a "landlord" or "lessor" and that the Licensee shall not be deemed to be a "tenant" or "lessee"; (vii) that the party executing this License Agreement with Freestate is (a) the titled owner of the aircraft described in paragraph 4, with a legal interest in the aircraft (an equitable interest alone will not be deemed sufficient to allow execution of this License Agreement) or (b) the lessee of the aircraft described in paragraph 4, where the lessee is the sole, exclusive user of the aircraft.

3. The Licensee shall pay to Freestate, as a license fee, the sum of \$ _____ per month. Upon the execution of this License Agreement by the parties, the Licensee shall pay Freestate the amount equal to the first month's license fee, and thereafter the license fee shall be payable in advance on the first (1st) day of each succeeding month. In addition, upon the execution of this License Agreement, the Licensee shall pay Freestate an additional amount equal to a month's license fee, which shall be applied to the last month of the license. Any license fee not received by the tenth (10th) day of the month shall be subject to a late fee equal to ten percent (10%) of the payment.

(a) The Licensee agrees to annually pay the Revenue Authority, as an additional license fee under this License Agreement, a storage or usage fee of up to \$.10 per pound of aircraft takeoff weight, as determined by the maximum take off weight listed in the Aircraft Bluebook Price Digest or aircraft manufacturers published specifications, for each aircraft listed in this License Agreement. This fee shall be payable annually, in advance, on January 1 of each year, unless such other due date is established by the Revenue Authority. This fee will not be refunded or prorated. The Licensee acknowledges that under the Amended Lease, the storage or usage fee payable to the Revenue Authority is "additional rent" payable to the Revenue Authority by MCAP and the Licensee shall be responsible for any damages or costs suffered by MCAP and/or Freestate if the additional license fee is not promptly paid when due by the Licensee to the Revenue Authority.

(b) If any fee imposed hereunder is not received within thirty (30) days from the due date, a lien may be placed on the aircraft for the amount of the license fee plus cost of lien fee, and any other cost incurred by Freestate.

4. The Parking Space shall be used only for the storage of the following aircraft which is (cross out one) owned/~~leased~~ by the Licensee: (Insert make, model, owner, FAA registration number, and identity of the party responsible for payment):

Use of the Parking Space for storage of anything other than the aircraft specified above, including but not limited to boats, cars, or RV's is prohibited.

With the execution of this License Agreement, the Licensee will furnish to Freestate: (i) a photocopy of the FAA registration certificate pertaining to said aircraft;

(FDALAW 00115783W1685401 6/11/2010 02:45 PM) (FDALAW 00115783W1685401 6/11/2010 02:45 PM)

Attachment R

and (ii) a photocopy of the liability insurance policy covering the said aircraft containing the following information: (a) the "N" number, type and model of aircraft; (b) the name and address of the owner and operator of the aircraft; (c) the insurance policy or binder number; (d) the name and address of the insurance carrier and the agent or broker; and (e) the policy limits for bodily injury per individual and per accident and the property damage protection. No aircraft which is not insured in conformity with the insurance requirements of Section 5-1002, Transportation Article, Annotated Code of Maryland shall be kept or operated at Montgomery County Airpark at any time.

5. All hangar improvements, whether now in place or hereafter installed by the Licensee, shall be deemed fixtures and become property of Freestate at the termination of this License Agreement. Such improvements shall not be removed by the Licensee nor shall Freestate at any time be required to pay any compensation to the Licensee for any such improvements. No modifications or alterations to hangars shall be made by the Licensee without the prior written consent of Freestate.

6. The Licensee shall not conduct any commercial aviation operation or business at Montgomery County Airpark nor shall it conduct any business relating to or utilizing the aforesaid aircraft without the prior written consent of Freestate and except upon such terms and conditions as Freestate may prescribe. Specifically, the aircraft shall not be used for charter, air taxi, flight instruction, rental, or aerial sightseeing for hire.

7. The Licensee may not utilize or employ outside mechanics or tradesmen to come upon the premises of Freestate or the Parking Space referred to in paragraph 1 above for the purpose of performing any maintenance service without the prior written consent of Freestate nor on the property of the Revenue without the prior written consent of the Revenue Authority. Nor may the Licensee cause or permit any vehicle not owned not owned by Freestate or not authorized in writing by Freestate (including automobiles, fuel trucks, and the like) to cross over or come upon the land and property of Freestate for any purpose whatsoever nor to cross over or come upon the land and property of the Revenue Authority without the prior written consent of the Revenue Authority. Nothing herein shall be deemed to restrict the Licensee from dealing with and making purchases from any fixed base operator at Montgomery County Airpark, provided that such dealings and such purchases shall not be made on the premises of Freestate nor upon the Parking Space described in paragraph 1 above, nor on the property of the Revenue Authority.

8. The Licensee may not store any aircraft other than that set forth in paragraph 4 above without the prior written consent of Freestate.

9. By placing its initials in the space following this paragraph, the Licensee expressly acknowledges that (a) the Licensee's rights under this License Agreement are subject to all of the terms and conditions of the Amended Lease, including any amendments thereto as set forth in the Amended Lease; (b) the Licensee agrees to abide by all rules and regulations of the Revenue Authority, MCAP and/or Freestate, whether now in force or hereafter adopted; (c) the Licensee has read and agrees to abide by all of the terms and conditions of the Pilot's Guide to Montgomery County Airpark, including without limitation the noise abatement policy described therein; and (d) the Licensee acknowledges that at any time Freestate ~~and/or the Revenue Authority~~ may inspect the Parking Space and use thereof.

Initials: _____

10. In the event that the Parking Space referred to in paragraph 1 above is a tiedown, the Licensee shall be liable and responsible for inspecting the tiedown ropes on a regular basis to determine their condition, and to replace them if necessary. The Licensee shall be liable and responsible for installing tiedown ropes. The ropes installed shall meet or exceed the minimum standards, and conform to other written guidance set forth for the selection and installation of tiedown ropes in Federal Aviation Administration Advisory Circular 20-35C, and later revisions.

11. In the event that the Parking Space referred to in paragraph 1 above is a hangar, then in that event the following will apply:

(a) The Licensee shall be responsible and liable for any damage to the hangar caused by the Licensee's use, including, but not limited to, bent, broken or damaged interior walls, damage to floors due to fuel or oil spillage, and damage to doors due to improper or negligent operation.

(b) Hangar doors shall not be left open.

(c) Aircraft engines shall not be started in hangars at any time.

(d) The Licensee will not allow any fueling operation to take place within any part of the hangar.

(e) Aircraft must fit completely in hangar with doors completely closed. No part of the aircraft, such as nose or tail, shall protrude and be exposed outdoors.

(f) No combustible materials, except Avgas in aircraft onboard tanks, shall be kept or stored in hangars at any time.

(g) The Licensee shall furnish Freestate with a key to its hangar and Freestate and/or the Revenue Authority shall have access thereto at all reasonable times in order to satisfy itself of compliance by the Licensee with the terms and conditions of this License Agreement.

12. Whether the Parking Space referred to in paragraph 1 above is a hangar or a tiedown, the following will apply:

(a) The Licensee expressly assumes liability for damage to its aircraft while hangared and/or tied-down and while being moved into and out of the hangar or tiedown area by

Attachment R

the Licensee or by its agents, servants, employees or representatives or by employees of Freestate acting at the express direction of the Licensee.

(b) Neither Freestate nor the Revenue Authority shall be responsible for damage of or loss to the Licensee's aircraft. Neither Freestate nor the Revenue Authority shall under any circumstances be responsible for the theft of or for damage or loss to any personal property stored by the Licensee in its hangar or in the Licensee's aircraft.

(c) The Licensee shall keep the hangar or tiedown area clean and free of trash and debris.

(d) Freestate shall be responsible for snow removal of the main taxiway and ramp; the Licensee shall be responsible for snow removal of the Parking Space and areas around its plane and the driveway to the Parking Space.

13. The Licensee shall, and hereby does, indemnify, protect and hold harmless Freestate and the Revenue Authority of, and from, any and all claims, loss and damages that arise from or in connection with the possession and use of Freestate's leased premises and/or the Revenue Authority's property and/or the Parking Space by the Licensee, its agents and invitees.

14. In the event of the termination of the license by Freestate as set forth in paragraph 2 above, the Licensee shall remove its aircraft from the Parking Space by the end of the five (5) day notice period. In the event of the termination of the license by the Licensee effective at the end of a month as set forth in paragraph 17, the Licensee shall remove its aircraft from the Parking Space by the last day of that month. In no event shall an aircraft remain on a Parking Space after the effective date of termination of the grant of the license. If the Licensee shall fail to remove the aircraft within the time stated, Freestate shall have the right to enter upon or into the Parking Space, utilizing such force as may be necessary, and forthwith remove and impound the Licensee's aircraft without necessity of prior or subsequent legal process and without liability to the Licensee of any nature whatsoever. Any aircraft removed as set forth herein shall be at the Licensee's sole risk and such aircraft shall be held in storage by Freestate at a daily storage charge of \$20.00, which charge shall be deemed to be an additional license fee. Freestate is hereby granted a possessory lien on and with respect to any aircraft removed and impounded in accordance with this paragraph to secure full payment of all license fees and Freestate need not release the aircraft until such license fee has been paid in full. In addition to the remedies herein stated, Freestate shall have all rights granted to it by Article 16-202 et seq., Commercial Law Volume, Code of Maryland, as amended from time to time.

15. This License Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. The failure to pay the license fee, additional license fee, or any other fee or charge set forth herein when due, and/or breach of any other provision hereunder, shall be a default of this License Agreement, and Freestate shall have the right to seek damages, equitable relief, and/or any other remedies as may be available in law or equity, as well as the remedies and lien provided in paragraph 14. In the event it becomes necessary for Freestate to take legal action against the Licensee, the Licensee hereby consents to the jurisdiction of the Circuit Court for Montgomery County, Maryland, and/or the District Court of Maryland for Montgomery County, and hereby agrees that any suit filed by either party to enforce this license, or seeking damages for its breach, shall be tried by the court without a jury. In the event it shall become necessary for Freestate to enforce any terms, conditions or provisions of this License Agreement by court action, the Licensee agrees to pay all expenses incurred by Freestate in connection therewith including reasonable attorney fees, statutory interest, and court costs.

16. Freestate shall have the right to assign this license without the consent of the Licensee. Upon any such assignment, Freestate shall send written notice thereof to the Licensee and thereafter the assignee shall be substituted as licensor hereunder.

17. This License Agreement shall supersede all prior agreements between the parties, and shall become effective on the _____ day of _____. The Licensee may vacate the Parking Space and terminate this License Agreement effective at the end of any month (the termination date) by providing notice thereof to Freestate prior to the first day of that month (i.e. one month's prior notice required) and the grant of the license shall terminate on the termination date. If, however, the aircraft has not been removed by the termination date, Freestate shall have the right to exercise all of its rights and remedies for default as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove written.

LICENSEE:

FREESTATE AVIATION, INC.

____ (SEAL)

By: _____ (SEAL)

____ (SEAL)

Address: _____

Telephone number: _____

Attachment R

Email Address: _____

Hangars					
	Quantity	Potential Revenue (Monthly)	Expense (Monthly)		
			Operating	Owners	Development (Total)
Pre Construction	50	\$15,000	(\$14,279)	(\$318)	
Post Construction	60	\$34,370	(\$23,750)	(\$468)	(\$1,729,030)

Occupancy	95%
-----------	-----

Financing	
<u>Construction</u>	
1 Year Libor 8/27/10	0.91%
Construction Loan	
LTV	70%
Rate	5.91%
Owner Skin	\$544,325
<u>Permanent</u>	
Interest Rate	7.50%
Term (Years)	20

Selling	
Exit Cap	8.0%
Selling costs	2.0%

Results				
Unleveraged IRR	23%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	4.24x	Income	\$1,031,047	59%
Return	\$1,762,382	Appreciation	\$731,335	41%
NPV	\$ 984,679	Total	\$1,762,382	100%
Leveraged IRR	6%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	1.86x	Income	(\$261,177)	-56%
Return	\$470,158	Appreciation	\$731,335	156%
NPV	\$34,373	Total	\$470,158	100%

S - 2

Revenue	Date	Year	Base Rent		Contribution	Tenant	(New)	SF (New)	Unit				
			Base Rent	Contribution									
A	Apr-12	1	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-13	2	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-14	3	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-15	4	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-16	5	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-17	6	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-18	7	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-19	8	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-20	9	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-21	10	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-22	11	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-23	12	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-24	13	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-25	14	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-26	15	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-27	16	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-28	17	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-29	18	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-30	19	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	B	Apr-12	1	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415
Apr-13		2	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-14		3	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-15		4	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-16		5	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-17		6	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-18		7	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-19		8	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-20		9	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-21		10	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-22		11	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-23		12	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-24		13	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-25		14	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-26		15	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-27		16	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-28		17	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-29		18	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-30		19	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
C		Apr-12	1	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415
	Apr-13	2	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-14	3	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-15	4	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-16	5	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-17	6	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-18	7	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-19	8	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-20	9	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-21	10	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-22	11	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-23	12	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-24	13	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-25	14	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-26	15	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-27	16	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-28	17	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-29	18	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-30	19	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	D	Apr-12	1	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415
Apr-13		2	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-14		3	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-15		4	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-16		5	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-17		6	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-18		7	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-19		8	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-20		9	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-21		10	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-22		11	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-23		12	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-24		13	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-25		14	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-26		15	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-27		16	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-28		17	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-29		18	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
Apr-30		19	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
E		Apr-12	1	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415
	Apr-13	2	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-14	3	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-15	4	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-16	5	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-17	6	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-18	7	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-19	8	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-20	9	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-21	10	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-22	11	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-23	12	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-24	13	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-25	14	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-26	15	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-27	16	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-28	17	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-29	18	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489
	Apr-30	19	6,780	6,848	6,916								

Attachment S

Revenue	Base Rent Contribution	Date	Year	0	1	2	3	4	5	6	7	8	9	10	11
CAM Contribution															
Unit															
32-1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
32-10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
B10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
C10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
D10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
E10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F1		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F2		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F3		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F4		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F5		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F6		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F7		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F8		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F9		60	61	61	62	62	62	62	62	63	64	64	65	66	66
F10		60	61	61	62	62	62	62	62	63	64	64	65	66	66
		3,600	3,636	3,672	3,709	3,746	3,784	3,821	3,858	3,896	3,937	3,977			
5% Vacancy Loss		(20,622)	(20,828)	(21,036)	(21,247)	(21,459)	(21,674)	(21,890)	(22,105)	(22,320)	(22,554)	(22,779)			
Total Revenue		391,812	395,730	399,688	403,685	407,721	411,799	415,917	420,076	424,277	428,519	432,805			

Revenue	0	1	2	3	4	5	6	7	8	9	10	11
Base Rent Contribution												
Expenses												
Operating Expenses												
Land Lease	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596
Hangar Lease	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404
Repairs & Maintenance	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032
Electrical Repair	400	412	424	437	450	464	478	492	507	522	538	558
Painting	100	103	106	109	113	116	119	123	127	130	134	138
Parking Lot	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	945	973	1,003	1,033	1,064	1,096	1,128	1,162	1,197	1,233	1,270	1,308
Roof Repairs	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,612
Fire Service	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	600	618	637	656	675	695	716	738	760	783	806	829
Insurance	10,800	11,124	11,458	11,801	12,155	12,520	12,896	13,283	13,681	14,092	14,514	14,947
Office Expenses	240	247	255	262	270	278	287	295	304	313	323	333
Real Estate Taxes	65,119	67,072	69,084	71,157	73,292	75,490	77,755	80,088	82,490	84,965	87,514	90,138
Electricity	10,800	11,124	11,458	11,801	12,155	12,520	12,896	13,283	13,681	14,092	14,514	14,947
Trash Disposal	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expenses	285,904	288,154	291,398	294,740	298,183	301,728	305,380	309,141	313,016	317,006	321,116	325,346
Owners Expenses												
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Bank Service Charges	-	-	-	-	-	-	-	-	-	-	-	-
Office Utilities	180	185	191	197	203	209	215	221	228	235	242	249
Electric - Vacant Units	90	93	95	98	101	104	107	111	114	117	121	124
Office Supplies	50	52	53	55	56	58	60	61	63	65	67	69
Penalties	-	-	-	-	-	-	-	-	-	-	-	-
Advertising & Promotion	-	-	-	-	-	-	-	-	-	-	-	-
Meals & Entertainment	-	-	-	-	-	-	-	-	-	-	-	-
Owner Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial - Vacant Units	-	-	-	-	-	-	-	-	-	-	-	-
Legal & Accounting	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,152
Owner Capital Improvements	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384
Demolition & Construction	-	-	-	-	-	-	-	-	-	-	-	-
Owner's Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes & Licenses	-	-	-	-	-	-	-	-	-	-	-	-
Tenant Alterations	-	-	-	-	-	-	-	-	-	-	-	-
Travel	800	824	849	874	900	927	955	984	1,013	1,044	1,075	1,106
Miscellaneous Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Total Owners Expenses	5,620	5,789	5,962	6,141	6,325	6,515	6,711	6,912	7,119	7,333	7,553	7,778
Total Expenses	291,524	293,943	297,360	300,881	304,508	308,243	312,091	316,053	320,135	324,339	328,669	333,124
Net Operating Income (NOI)	101,189	101,788	102,327	102,803	103,213	103,555	103,826	104,023	104,142	104,180	104,136	104,032
Acquisition Cost (Construction Costs)	(544,325)											
Sale Proceeds (for sale of calculations)												
Gross Sale Price	1,301,694											
Less: Exit CAP	(26,034)											
Less: Selling Cost	1,275,660											
Net Sale Proceeds	1,301,694											
Unleveraged Cash Flow	101,189	101,788	102,327	102,803	103,213	103,555	103,826	104,023	104,142	104,180	104,136	104,032
Unleveraged IRR	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%
Multiple	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x	4.24x
Return	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382	1,762,382
NPV	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679	\$984,679
Loan Payment	(129,222)											
Leveraged Cash Flow	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)	(28,034)
Leveraged IRR	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Multiple	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x	1.88x
Return	470,158	470,158	470,158	470,158	470,158	470,158	470,158	470,158	470,158	470,158	470,158	470,158
NPV	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373	\$34,373

Hangars					
	Quantity	Potential Revenue (Monthly)	Expense (Monthly)		
			Operating	Owners	Development (Total)
Pre Construction	50	\$15,000	(\$14,279)	(\$318)	
Post Construction	60	\$34,370	(\$23,750)	(\$468)	(\$4,117,016)

Occupancy	95%
-----------	-----

Financing	
<u>Construction</u>	
1 Year Libor 8/27/10	0.91%
Construction Loan	
LTV	70%
Rate	5.91%
Owner Skin	\$1,257,981
<u>Permanent</u>	
Interest Rate	7.50%
Term (Years)	20

Selling	
Exit Cap	8.0%
Selling costs	2.0%

Results				
Unleveraged IRR	8%	Return From	Amount	%
Multiple	1.83x	Income	\$1,031,047	98%
Return	\$1,048,726	Appreciation	\$17,679	2%
NPV	\$ 305,006	Total	\$1,048,726	100%
Leveraged IRR	#DIV/0!	Return From	Amount	%
Multiple	-0.56x	Income	(\$1,980,964)	101%
Return	-\$1,963,285	Appreciation	\$17,679	-1%
NPV	-\$1,910,036	Total	(\$1,963,285)	100%

Attachment T

Revenue	Base Rent Contribution		Date	Year	0	1	2	3	4	5	6	7	8	9	10	11
	Unit	Tenant (New) SF (New)														
R1	32-1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	32-10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
	B1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	B10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
R2	B10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
	C1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	C10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
	D1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	D9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
D10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022	
R3	E1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	E10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
R4	F1	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F2	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F3	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F4	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F5	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F6	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F7	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F8	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F9	Single	1,040	6,780	6,848	6,916	6,985	7,055	7,126	7,197	7,269	7,342	7,415	7,489	7,564	7,639
	F10	Twin	1,092	7,119	7,190	7,262	7,335	7,408	7,482	7,557	7,633	7,709	7,786	7,864	7,943	8,022
Unit Rent			408,834	412,592	417,052	421,222	425,434	429,683	433,986	438,325	442,709	447,136	451,607	456,124	460,687	465,298

Attachment T

Revenue Base Rent Contribution CAM Contribution Unit	Date Year	0	1	2	3	4	5	6	7	8	9	10	11
32-1			61	61	61	62	62	63	64	64	65	66	66
32-2			61	61	61	62	62	63	64	64	65	66	66
32-3			61	61	61	62	62	63	64	64	65	66	66
32-4			61	61	61	62	62	63	64	64	65	66	66
32-5			61	61	61	62	62	63	64	64	65	66	66
32-6			61	61	61	62	62	63	64	64	65	66	66
32-7			61	61	61	62	62	63	64	64	65	66	66
32-8			61	61	61	62	62	63	64	64	65	66	66
32-9			61	61	61	62	62	63	64	64	65	66	66
32-10			61	61	61	62	62	63	64	64	65	66	66
B1			61	61	61	62	62	63	64	64	65	66	66
B2			61	61	61	62	62	63	64	64	65	66	66
B3			61	61	61	62	62	63	64	64	65	66	66
B4			61	61	61	62	62	63	64	64	65	66	66
B5			61	61	61	62	62	63	64	64	65	66	66
B6			61	61	61	62	62	63	64	64	65	66	66
B7			61	61	61	62	62	63	64	64	65	66	66
B8			61	61	61	62	62	63	64	64	65	66	66
B9			61	61	61	62	62	63	64	64	65	66	66
B10			61	61	61	62	62	63	64	64	65	66	66
C1			61	61	61	62	62	63	64	64	65	66	66
C2			61	61	61	62	62	63	64	64	65	66	66
C3			61	61	61	62	62	63	64	64	65	66	66
C4			61	61	61	62	62	63	64	64	65	66	66
C5			61	61	61	62	62	63	64	64	65	66	66
C6			61	61	61	62	62	63	64	64	65	66	66
C7			61	61	61	62	62	63	64	64	65	66	66
C8			61	61	61	62	62	63	64	64	65	66	66
C9			61	61	61	62	62	63	64	64	65	66	66
C10			61	61	61	62	62	63	64	64	65	66	66
D1			61	61	61	62	62	63	64	64	65	66	66
D2			61	61	61	62	62	63	64	64	65	66	66
D3			61	61	61	62	62	63	64	64	65	66	66
D4			61	61	61	62	62	63	64	64	65	66	66
D5			61	61	61	62	62	63	64	64	65	66	66
D6			61	61	61	62	62	63	64	64	65	66	66
D7			61	61	61	62	62	63	64	64	65	66	66
D8			61	61	61	62	62	63	64	64	65	66	66
D9			61	61	61	62	62	63	64	64	65	66	66
D10			61	61	61	62	62	63	64	64	65	66	66
E1			61	61	61	62	62	63	64	64	65	66	66
E2			61	61	61	62	62	63	64	64	65	66	66
E3			61	61	61	62	62	63	64	64	65	66	66
E4			61	61	61	62	62	63	64	64	65	66	66
E5			61	61	61	62	62	63	64	64	65	66	66
E6			61	61	61	62	62	63	64	64	65	66	66
E7			61	61	61	62	62	63	64	64	65	66	66
E8			61	61	61	62	62	63	64	64	65	66	66
E9			61	61	61	62	62	63	64	64	65	66	66
E10			61	61	61	62	62	63	64	64	65	66	66
F1			61	61	61	62	62	63	64	64	65	66	66
F2			61	61	61	62	62	63	64	64	65	66	66
F3			61	61	61	62	62	63	64	64	65	66	66
F4			61	61	61	62	62	63	64	64	65	66	66
F5			61	61	61	62	62	63	64	64	65	66	66
F6			61	61	61	62	62	63	64	64	65	66	66
F7			61	61	61	62	62	63	64	64	65	66	66
F8			61	61	61	62	62	63	64	64	65	66	66
F9			61	61	61	62	62	63	64	64	65	66	66
F10			61	61	61	62	62	63	64	64	65	66	66
			3,600	3,636	3,672	3,709	3,746	3,784	3,821	3,850	3,888	3,937	3,977
			(20,622)	(20,828)	(21,036)	(21,247)	(21,459)	(21,674)	(21,890)	(22,109)	(22,330)	(22,554)	(22,779)
5% Vacancy Loss			391,812	395,730	399,688	403,685	407,721	411,799	415,917	420,076	424,277	428,519	432,805
Total Revenue													

Revenue	0	1	2	3	4	5	6	7	8	9	10	11
Date												
Year												
Base Rent Contribution												
Expenses												
Operating Expenses												
Land Lease	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596	172,596
Hangar Lease	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404	7,404
Repairs & Maintenance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Electrical Repair	400	400	400	400	400	400	400	400	400	400	400	400
Painting	100	100	100	100	100	100	100	100	100	100	100	100
Parking Lot	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	945	945	945	945	945	945	945	945	945	945	945	945
Roof Repairs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Pest Control	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-
Fire Service	600	600	600	600	600	600	600	600	600	600	600	600
Telephone	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800
Insurance	240	240	240	240	240	240	240	240	240	240	240	240
Office Expenses	65,119	65,119	65,119	65,119	65,119	65,119	65,119	65,119	65,119	65,119	65,119	65,119
Real Estate Taxes	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800
Electricity	-	-	-	-	-	-	-	-	-	-	-	-
Trash Disposal	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expenses	285,004	285,154	291,398	294,740	298,183	301,728	305,380	309,141	313,016	317,006	321,116	
Owners Expenses												
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Bank Service Charges	180	180	180	180	180	180	180	180	180	180	180	180
Office Utilities	90	90	90	90	90	90	90	90	90	90	90	90
Electric - Vacant Units	50	50	50	50	50	50	50	50	50	50	50	50
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-	-	-	-	-	-
Advertising & Promotion	-	-	-	-	-	-	-	-	-	-	-	-
Meals & Entertainment	500	500	500	500	500	500	500	500	500	500	500	500
Owner Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial - Vacant Units	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Legal & Accounting	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Owner Capital Improvements	-	-	-	-	-	-	-	-	-	-	-	-
Demolition & Construction	-	-	-	-	-	-	-	-	-	-	-	-
Owner's Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes & Licenses	-	-	-	-	-	-	-	-	-	-	-	-
Tenant Alterations	800	800	800	800	800	800	800	800	800	800	800	800
Travel	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Total Owners Expenses	5,620	5,789	5,962	6,141	6,325	6,515	6,711	6,912	7,119	7,333	7,553	
Total Expenses	290,624	290,943	297,361	300,882	304,508	308,243	312,091	316,053	320,135	324,339	328,669	
Net Operating Income (NOI)	101,189	101,788	102,327	102,803	103,213	103,555	103,826	104,023	104,142	104,180	104,136	
Acquisition Cost (Construction Costs)												
Sale Proceeds (for sale of calculations)												
Gross Sale Price												1,301,694
Less: Selling Cost												(26,094)
Net Sale Proceeds												1,275,600
Unleveraged Cash Flow	(1,257,981)	101,189	101,788	102,327	102,803	103,213	103,555	103,826	104,023	104,142	104,180	1,379,840
Leveraged Cash Flow	(1,257,981)	200,012	(399,113)	(198,874)	(198,398)	(197,988)	(197,646)	(197,375)	(197,178)	(197,059)	1,078,639	
Unleveraged IRR	8%	Return From:	Amount	%								
Multiple	1.53x	Income	1,031,047	98.3%								
Return	1,048,726	Appreciation	17,679	1.7%								
NPV	\$305,005	Total	1,048,726	100%								
Loan Payment												
Leveraged IRR	#DIV/0!	Return From:	Amount	%								
Multiple	-0.58x	Income	(1,980,954)	100.9%								
Return	(1,963,285)	Appreciation	17,679	-0.9%								
NPV	(\$1,910,036)	Total	(1,963,285)	100%								

Hangars					
	Quantity	Potential Revenue (Monthly)	Expense (Monthly)		
			Operating	Owners	Development (Total)
Post Construction	5	\$22,400	(\$11,972)	(\$410)	(\$2,201,679)

Occupancy	95%
-----------	-----

Financing	
<u>Construction</u>	
1 Year Libor 8/27/10	0.91%
Construction Loan	
LTV	70%
Rate	5.91%
Owner Skin	\$755,022
<u>Permanent</u>	
Interest Rate	7.50%
Term (Years)	20

Selling	
Exit Cap	8.0%
Selling costs	2.0%

Results				
Unleveraged IRR	19%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	3.49x	Income	\$1,137,197	61%
Return	\$1,877,606	<u>Appreciation</u>	\$740,409	39%
NPV	\$ 987,051	Total	\$1,877,606	100%
Leveraged IRR	1%	<u>Return From</u>	<u>Amount</u>	<u>%</u>
Multiple	1.15x	Income	(\$626,212)	-548%
Return	\$114,197	<u>Appreciation</u>	\$740,409	648%
NPV	-\$309,766	Total	\$114,197	100%

Option 3

Revenue		Date												Nov-22												
Base Rent Contribution		Year												Nov-21												
Unit	Tenant (New)	SF (New)												Nov-20												
0	1	2	3	4	5	6	7	8	9	10	11															
264,960	267,610	270,286	272,989	275,718	278,476	281,260	284,073	286,914	289,783	292,681																
Unit Rent																										
CAM Contribution																										
Unit																										
25	600	606	612	618	624	631	637	643	650	656	663															
26	600	606	612	618	624	631	637	643	650	656	663															
27	600	606	612	618	624	631	637	643	650	656	663															
28	600	606	612	618	624	631	637	643	650	656	663															
36	1,440	1,454	1,469	1,484	1,498	1,513	1,529	1,544	1,559	1,575	1,591															
0	-	-	-	-	-	-	-	-	-	-	-															
5% Vacancy Loss		3,840	3,878	3,917	3,956	3,996	4,036	4,076	4,117	4,158	4,200	4,242														
		(13,440)	(13,574)	(13,710)	(13,847)	(13,986)	(14,126)	(14,267)	(14,409)	(14,554)	(14,699)	(14,846)														
Total Revenue		255,360	257,914	260,493	263,098	265,729	268,386	271,070	273,780	276,518	279,283	282,076														
Expenses																										
Operating Expenses																										
Land Lease	115,389	115,389	115,389	115,389	115,389	115,389	115,389	115,389	115,389	115,389	115,389	115,389														
Hangar Lease	-	-	-	-	-	-	-	-	-	-	-	-														
Repairs & Maintenance	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,158														
Electrical Repair	400	412	424	437	450	464	478	492	507	522	538	554														
Painting	100	103	106	109	113	116	119	123	127	130	134	138														
Parking Lot	-	-	-	-	-	-	-	-	-	-	-	-														
Landscape Maintenance	135	139	143	148	152	157	161	166	171	176	181	186														
Roof Repairs	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,383														
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-														
Management Fees	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,606														
Fire Service	-	-	-	-	-	-	-	-	-	-	-	-														
Telephone	600	618	637	656	675	696	716	738	760	783	806	829														
Insurance	10,800	11,124	11,458	11,801	12,155	12,520	12,896	13,283	13,681	14,092	14,514	14,947														
Office Expenses	240	247	255	262	270	278	287	295	304	313	323	333														
Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-														
Electricity	-	-	-	-	-	-	-	-	-	-	-	-														
Trash Disposal	-	-	-	-	-	-	-	-	-	-	-	-														
Total Operating Expenses		143,664	144,512	145,386	146,286	147,213	148,167	149,151	150,164	151,207	152,281	153,388														

Option 3

Revenue	Date	0	1	2	3	4	5	6	7	8	9	10	11
Base Rent Contribution	Year												
Owners Expenses													
Commissions		-	-	-	-	-	-	-	-	-	-	-	-
Bank Service Charges		-	-	-	-	-	-	-	-	-	-	-	-
Office Utilities		180	185	185	191	197	203	209	215	221	228	235	242
Electric - Vacant Units		90	93	93	95	98	101	104	107	111	114	117	121
Office Supplies		50	50	52	53	55	56	58	60	61	63	65	67
Penalties		-	-	-	-	-	-	-	-	-	-	-	-
Advertising & Promotion		-	-	-	-	-	-	-	-	-	-	-	-
Meals & Entertainment		-	-	-	-	-	-	-	-	-	-	-	-
Owner Professional Fees		500	500	515	530	546	563	580	597	615	633	652	672
Janitorial - Vacant Units		-	-	-	-	-	-	-	-	-	-	-	-
Legal & Accounting		3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032
Owner Capital Improvements		300	300	309	318	328	338	348	358	369	380	391	403
Demolition & Construction		-	-	-	-	-	-	-	-	-	-	-	-
Owner's Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes & Licenses		-	-	-	-	-	-	-	-	-	-	-	-
Tenant Alterations		-	-	-	-	-	-	-	-	-	-	-	-
Travel		800	800	824	849	874	900	927	955	984	1,013	1,044	1,075
Miscellaneous Expenses		-	-	-	-	-	-	-	-	-	-	-	-
Total Owners Expenses		4,920	4,920	5,068	5,220	5,376	5,538	5,704	5,875	6,051	6,233	6,419	6,612
Total Expenses		148,584	148,584	149,580	150,606	151,662	152,750	153,871	155,026	156,215	157,439	158,701	160,000
Net Operating Income (NOI)		106,776	106,776	108,334	109,887	111,436	112,978	114,515	116,044	117,566	119,079	120,583	122,076

Acquisition Cost (Construction Costs) (755,022)

Sale Proceeds (for sale of calculations)

Gross Sale Price
Less: Selling Cost
Net Sale Proceeds

8% Exit CAP
2%

1,525,950
(30,519)
1,495,431

Unleveraged Cash Flow	(755,022)	106,776	108,334	109,887	111,436	112,978	114,515	116,044	117,566	119,079	1,616,014
-----------------------	-----------	---------	---------	---------	---------	---------	---------	---------	---------	---------	-----------

Unleveraged IRR	19%	Return From	Amount	%
Multiple	3.49x	Income	1,137,197	60.6%
Return	1,877,606	Appreciation	740,409	39.4%
NPV	\$987,051	Total	1,877,606	100%

Loan Payment	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)	(176,341)
--------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Leveraged Cash Flow	(755,022)	(69,565)	(68,007)	(66,454)	(63,363)	(60,297)	(58,775)	(57,262)	1,439,673
---------------------	-----------	----------	----------	----------	----------	----------	----------	----------	-----------

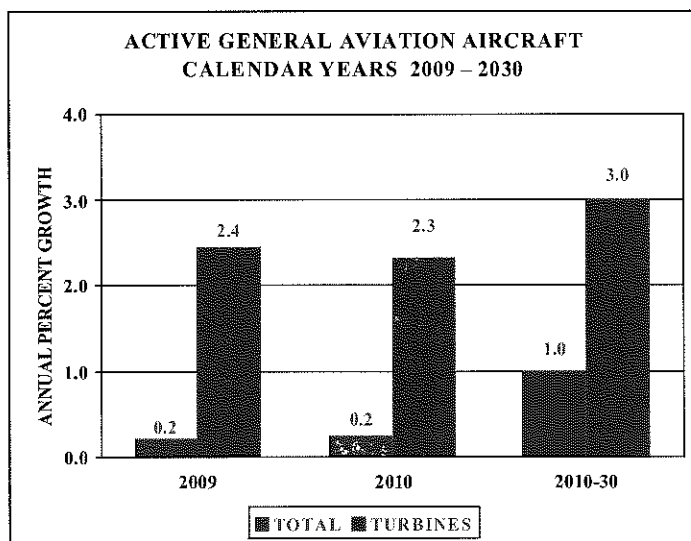
Leveraged IRR	1%	Return From	Amount	%
Multiple	1.15x	Income	(626,212)	-548.4%
Return	114,197	Appreciation	740,409	648.4%
NPV	(\$309,766)	Total	114,197	100%

GENERAL AVIATION

The FAA forecasts the fleet and hours flown for single-engine piston aircraft, multi-engine piston, turboprops, turbojets, piston and turbine powered rotorcraft, light sport, experimental and other (which consists of gliders and lighter than air vehicles). The FAA forecasts “active aircraft,”⁹ not total aircraft. The FAA uses estimates of fleet size, hours flown, and utilization from the General Aviation and Part 135 Activity Survey (GA Survey) as baseline figures upon which assumed growth rates can be applied. Beginning with the 2004 GA Survey there were significant improvements to the survey methodology. Coinciding with the changed survey methodology, large changes in many categories were observed, both in the number of aircraft and hours flown. The results of the 2008 GA Survey are consistent with the results of surveys since 2004, reinforcing our belief that the methodological improvements have resulted in superior estimates relative to those in the past. Thus, they are used as the basis for our forecast. Because results from the GA Survey are not published until the following year, the 2008 statistics are the latest available. Figures for 2009 are estimated based on other activity indicators, and the forecasts of activity begin in 2010 and continue through 2030.

The demand for business jet aircraft has grown over the past several years. New product offerings, the introduction of very light jets, and increasing foreign demand have helped to drive this growth. In addition, corporate safety/security concerns for corporate staff, combined with increasing flight delays at some U.S. airports have made fractional, corporate, and on-demand charter flights practical alternatives to travel on commercial flights. Despite the hard impact of the recession felt in the business jet market, the forecast calls for robust growth in the long term outlook and predicts business usage of general aviation aircraft will expand at a faster pace than that for personal/recreational use.

The active general aviation fleet is projected to increase at an average annual rate of 0.9 percent over the 21-year forecast period, growing from an estimated 229,149 in 2009 to 278,723 aircraft by 2030. The more expensive and sophisticated turbine-powered fleet (including rotorcraft) is projected to grow at an average of 3.0 percent a year over the forecast period, with the turbine jet portion increasing at 4.2 percent a year.



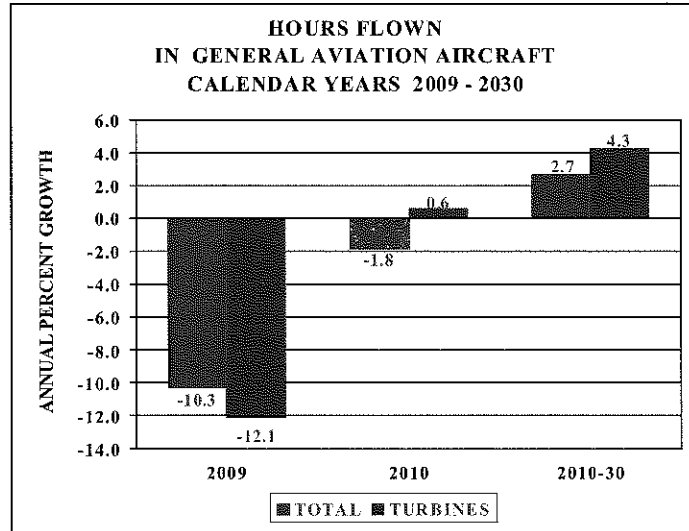
9 An active aircraft is one that flies at least one hour during the year.

With the advent of a relatively inexpensive twin-engine very light jet (VLJ), many questions have arisen as to the future impact they may have. The lower acquisition and operating costs of VLJs were believed to have the potential to revolutionize the business jet market, particularly by being able to sustain a true on-demand air-taxi service. While initial forecasts called for over 400 aircraft to be delivered a year, events such as the recession along with the bankruptcy of Eclipse and DayJet have led us to temper more recent forecasts. The worldwide delivery of VLJs this year has held up relatively well compared to the turbine jet market as a whole, helped in large part by the introduction of Embraer's Phenom 100 to the market. Despite that, the impacts of the recession have led to dampened expectations. The current forecast calls for 440 VLJs to enter the US fleet over the next three years, with an average of 216 aircraft a year for the balance of the forecast period.

The number of active piston-powered aircraft (including rotorcraft) is projected to decrease from the 2008 total of 166,514 through 2017, with declines in both single and multi-engine fixed wing aircraft, but with the smaller category of piston-powered rotorcraft growing. Beyond 2017 active piston-powered aircraft are forecast to increase to 172,613 by 2030. Over the forecast period, the average annual increase in piston-powered aircraft is 0.2 percent. Although piston rotorcraft are projected to increase rapidly at 3.4 percent a year, they are a relatively small part of this segment of general aviation aircraft. Single-engine fixed-wing piston aircraft, which are much more numerous, are projected to grow at a much slower rate (0.2 percent respectively) while multi-engine fixed wing piston aircraft are projected to decline 0.8 percent a year. In addition, it is assumed that VLJs and new light sport aircraft could erode the replacement market for traditional piston aircraft at the high and low ends of the market respectively.

Starting in 2005, a new category of aircraft (previously not included in the FAA's aircraft registry counts) was created: "light sport" aircraft. At the end of 2008 a total of 6,811 active aircraft were estimated to be in this category while the forecast assumes the fleet will increase approximately 825 aircraft per year until 2013. Thereafter the rate of increase in the fleet tapers considerably to about 335 per year. By 2030 a total of 16,311 light sport aircraft are projected to be in the fleet.

The number of general aviation hours flown is projected to increase by 2.5 percent yearly over the forecast period. A large portion of this growth will occur in the short term post recession period, where record low utilization rates experienced in 2009 will return to normal trends, particularly in the turbine jet category. As with previous forecasts, much of the long term increase in hours flown reflects strong growth in the rotorcraft and turbine jet category. Hours flown by turbine aircraft (including rotorcraft) are forecast to increase 4.1 percent yearly over the forecast period, compared with 1.1 percent for piston-powered aircraft. Jet aircraft are forecast to account for most of the increase, with hours flown increasing at an average annual rate of 6.1 percent over the forecast period. The large increases in jet hours result mainly from the increasing size of the business jet fleet, along with measured recovery in utilization rates from recession induced record lows. Rotorcraft hours, relatively immune to the economic downturn when compared to other categories, are projected to grow by 3.0 percent yearly. The light sport aircraft category is expected to see increases in hours flown on average of 5.9 percent a year, which is primarily driven by growth in the fleet.



The number of active general aviation pilots (excluding air transport pilots) is projected to be 501,875 in 2030, an increase of over 52,000 (up 0.5 percent yearly) over the forecast period. Commercial pilots are projected to increase from 125,738 in 2009 to 139,100 in 2030, an average annual increase of 0.5 percent. The number of student pilots is forecast to increase at an average annual rate of 0.8 percent over the forecast period, growing from 72,280 in 2009 to 86,050 in 2030. In addition, FAA is projecting that by the end of the forecast period a total of 14,100 sport pilots will be certified. As of December 31, 2009, the number of sport pilot certificates issued was 3,248 reflecting a steady increase in this new “entry level” pilot certificate that was only created in 2005. The number of private pilots is projected to grow at an average yearly rate of 0.2% over the forecast period to total 219,050 in 2030.

FAA WORKLOAD FORECASTS

FAA and Contract Towers

Activity at the 508 FAA (264) and contract towers (244) totaled 52.9 million operations in 2009, down 10.4 percent from 2008. Activity is projected to decrease 2.7 percent in 2010, with declines in both commercial and non-commercial operations. Growth in activity resumes in 2011 (0.8 percent) led by increases in non-commercial activity (up 1.1 percent). For the balance of the forecast, activity grows at an average rate of 1.6 percent per year, reaching 69.6 million operations in 2030.

Most of the growth over the forecast period results from increased commercial aircraft activity (up 1.7 percent annually). Air carrier activity is projected to shrink 2.4 percent in 2010 as carriers continue to cut capacity as the unemployment rate continues to rise. In 2011, air carrier activity is projected to increase 0.7 percent as airline capacity begins to rebound, and grows an average of 2.3 percent per year over the forecast period. Commuter/air taxi operations are forecasted to fall 1.9 percent in 2010 then remain flat in 2011. For the balance of the forecast period, commuter/air taxi operations are projected to increase 1.6 percent per year.

General aviation activity fell 11.7 percent in 2009 with steep declines in both itinerant (down 11.2 percent) and local (down 12.2 percent) activity. Activity is projected to fall again in 2010 (down 3.1 percent) reflecting the residual impact of the 2009 recession and then rise modestly in 2011 and 2012 (up 1.2