

**City of Carson City
Agenda Report**

Date Submitted: 03/23/2015

Agenda Date Requested: 04/02/2015

Time Requested: 10 min

To: Board of Supervisors

From: Carson City Airport Authority

Subject Title: Action to approve the assignment of the Airport lease held by the Ted E. Contri Family Trust dtd 1-17-2001 to John Mayes, an individual.

Staff Summary: At a regular meeting of the Carson City Airport Authority on March 18, 2015, publicly noticed for that purpose, the Authority approved an assignment of an airport lease from the Ted E. Contri Family Trust dtd 1-17-2001 to John Mayes. The underlying lease is recorded as Document Nos. 168288 (orig lease), 201107 (assignment) and 279303 (assignment to Trust).

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: (I move that we) approve the assignment of the Airport lease held by the Ted E. Contri Family Trust dtd 1-17-2001 to John Mayes, an individual.

Explanation for Recommended Board Action:

Under Nevada Chapter 844, which created the Carson City Airport Authority, lease agreements at the Airport must be approved by the Carson City Board of Supervisors.

The history of the lease is as follows. In 1994, the Carson City Airport Authority, with the approval of Carson City, leased an area on the airport to Ted E. Contri. It was subsequently determined that the lease was unbuildable due to flood plain restrictions. As a result, the lease area was changed to a lease parcel on Taxiway B at the Airport. Mr. Contri built a hangar on the lease in which he stored numerous aircraft. Mr. Contri was a great Airport tenant, frequently stepping in to help the Airport with construction projects. In 2002, Mr. Contri assigned the lease to his family trust as part of his estate planning. Mr. Contri died in 2014. The current trustees of his trust have sold the hangar and assigned the lease to Mr. John Mayes.

Mr. Mayes has met all of the criteria to hold an airport lease under CCMC Title 19, and is a welcome addition to the Carson City Airport.

The Airport Authority has approved the assignment. Consistent with NRS 844, the Airport Authority requests approval from the Board of Supervisors.

NOTE to Clerk Recorder: Upon approval and City signatures, the original should be returned to Steven E. Tackes Esq so that it can be deposited in Escrow. Recordation will occur via escrow.

Applicable Statue, Code, Policy, Rule or Regulation: Statutes of Nevada, Chapter 844.

Fiscal Impact: None.

Explanation of Impact: Not Applicable.

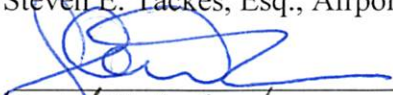
Funding Source: Not Applicable.

Alternatives: Not Applicable

Supporting Material: Assignment.

Prepared By: Steven E. Tackes, Esq., Airport Counsel

Reviewed By:



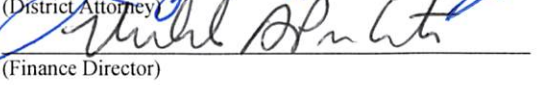
Date: 3-23-2015


(City Manager)

Date: 3/24/15


(District Attorney)

Date: 3/24/15


(Finance Director)

Date: 3/24/15

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

APN 005-021-03

When Recorded Return to:

Rita L. Ricks
Hawley Troxell Ennis & Hawley
6490 S. McCarran Blvd., Suite 4
Reno, NV 89509

SUE,
DO NOT RECORD,
RETURN TO
STEVE TALLER
FOR ESCROW.
[Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE

*AP JM
Partelow*

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE ("**Assignment**") is made effective as of the date of recordation ("**Effective Date**"), by and between AARON CONTRI AND LARRY TAYOR, CO-TRUSTEES OF THE TED E. CONTRI FAMILY TRUST U/D/T JANUARY 17, 2001 ("**Assignor**"), and JOHN MAYES, an individual ("**Assignee**").

RECITALS:

WHEREAS, Assignor is the tenant under that certain Carson City Airport Lease Agreement between Assignor and the Carson City Airport Authority ("**Airport**"), as landlord, dated October 10, 1994 and recorded in the Official Records of Carson City, Nevada as Document No. 000168288, as modified by that certain Lease Transfer and Assignment dated February 28, 1997 and recorded as Document No. 201017, and as further assigned by that certain Lease Assignment dated May 16, 2002 and recorded as Document No. 279303 ("**Lease**").

WHEREAS, Assignor desires to assign the Lease to Assignee as permitted under Section 9 of the Lease and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Lease Assignment and Assumption.

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest under the Lease and to the hangar and all improvements (above and below ground), fixtures and appurtenances located on the real property described in the Lease.

(b) Assignee hereby accepts the foregoing assignment and agrees to assume, perform and discharge, as and when due, all of the covenants and obligations of the Assignor

under the Lease which arise after the Effective Date of this Assignment, and agrees to be bound by all of the terms and conditions thereof from and after the Effective Date.

2. Indemnification.

Assignee shall defend, indemnify, hold harmless and release Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) (collectively, "**Claims**") incurred by or asserted against Assignor, its successors and assigns, arising under the Lease and accruing subsequent to the Effective Date of this Assignment.

Assignor shall defend, indemnify, hold harmless and release Assignee, its successors and assigns, from and against any and all Claims incurred by or asserted against Assignee, its successors and assigns, arising under the Lease and accruing prior to the Effective Date of this Assignment.

3. Miscellaneous.

(a) Successors. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(b) Headings. The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

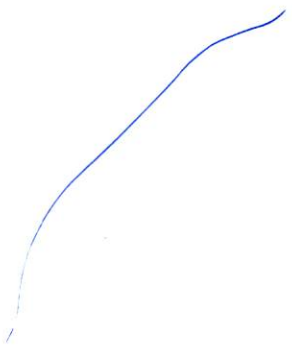
(c) Construction. This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

(d) Entire Agreement. This Assignment constitutes the entire agreement between the parties with regard to the Leases and any prior negotiations, agreements or other writings pertaining to the subject matter of this Assignment are merged herein and extinguished.

(e) Governing Law. This Assignment shall be construed under the laws of Nevada.

(f) Attorney Fees. In the event of any action or proceeding brought by either party against the other pertaining to or arising out of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.


(f) Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

By: 
Partelow AP JM
Aaron Contri, Co-Trustee of the Ted E. Contri Family Trust U/D/T January 17, 2001

By: 
John Mayes

Date: MARCH 13, 2015

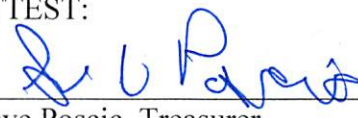
Date: 3/13/15

By: _____
Larry Taylor, Co-Trustee of the Ted E. Contri Family Trust U/D/T January 17, 2001

Date: _____

Approved this 18 day of MARCH, 2015, pursuant to Notice, meeting and vote.


Guy Williams, Chairman
Carson City Airport Authority

ATTEST:

Steve Poscic, Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

By: _____
Aaron Contri, Co-Trustee of the Ted E.
Contri Family Trust U/D/T January 17,
2001

By: _____
John Mayes

Date: _____

Date: _____

By: Larry Taylor
Larry Taylor, Co-Trustee of the Ted E.
Contri Family Trust U/D/T January 17,
2001

Date: 3/13/2015

Approved this ___ day of _____, 2015, pursuant to Notice, meeting and vote.

ATTEST:

Guy Williams, Chairman
Carson City Airport Authority

Steve Poscic, Treasurer

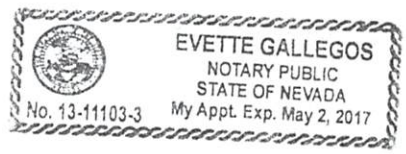
STATE OF NEVADA)
) ss.
County of Carson)

This instrument was acknowledged before me on this 13 day of March, 2015, by **John Mayes**, an individual, on behalf of himself.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for Nevada

STATE OF Nevada)
) ss.
County of Carson)

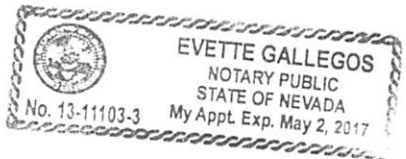


AP This instrument was acknowledged before me on this 13 day of March, 2015, by **Aaron Contri, Co-Trustee of the Ted E. Contri Family Trust U/D/T January 17, 2001**, on behalf of said trust. partelow JM

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for Nevada

STATE OF _____)
) ss.
County of _____)



This instrument was acknowledged before me on this ____ day of _____, 2015, by **Larry Taylor, Co-Trustee of the Ted E. Contri Family Trust U/D/T January 17, 2001**, on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On March 13, 2015 before me, Mary M. Bradley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lawrence R. Taylor (Larry Taylor), Co-Trustee of the Ted E. Contri Family Trust
Name(s) of Signer(s)

U/D/T January 17, 2001, on behalf of said trust.

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Mary M. Bradley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

MARY M. BRADLEY
COMM #1878051
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
Comm Exp JUNE 17, 2018



EXHIBIT "A"

All that real property situate within a portion of Lease Parcel 38, as shown on that certain Record of Survey Map No. 2150 for Carson City Airport Authority, filed in the Official Records of Carson City, State of Nevada, on February 29, 1996, as Document No. 186154, lying within a portion of the East 1/2 of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

COMMENCING at the northeast Section Corner, of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada,

THENCE South 20°16'19" West 1,107.22 feet, to the northeast corner of said Lease Parcel 38, also being the **POINT OF BEGINNING**,

THENCE along the easterly line of said parcel, South 01°00'00" West 340.73 feet, to the southeast corner of said parcel;

THENCE along the southerly line of said parcel, North 89°00'00" West 210.00 feet, to the southwest corner of said parcel;

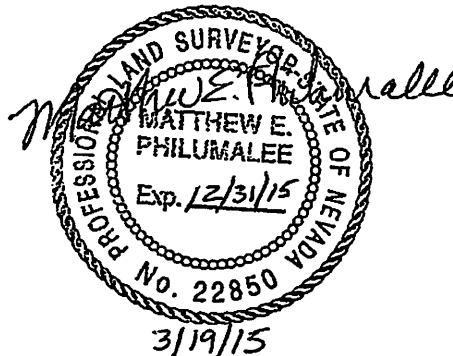
THENCE along the westerly line of said parcel, North 01°00'00" East 232.24 feet, to the northwest corner of said parcel;

THENCE along the northerly line of said parcel, North 63°40'38" East 236.37 feet to the northeast corner of said parcel, being the **POINT OF BEGINNING** and the end of this description.

Containing 60,162 square feet, more or less.

THE BASIS OF BEARINGS for this description is identical to said Record of Survey Map No. 2151 for Carson City Airport Authority.

Prepared by
Lumos & Associates
Matthew E. Philumalee, P.L.S. 22850
800 E. College Parkway
Carson City, NV 89706



CARSON CITY

Approved by the Board of Supervisors this _____ day of _____, 2015.

ROBERT L. CROWELL, Mayor

ATTEST:

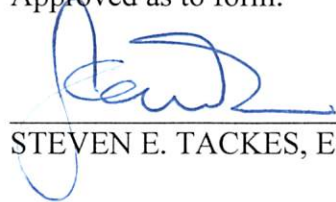
CITY'S LEGAL COUNSEL
Approved as to form.

SUSAN MERRIWETHER, Clerk/Recorder



DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form.



STEVEN E. TACKES, ESQ.