

LATE MATERIAL
MEETING DATE 4/2/15
ITEM # 10

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 10 day of October, 1994, between the Carson City Airport Authority (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, and Contri Construction Company (Tenant), whose address is P.O. Box 12100, Reno, Nevada 89510.

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain ground space for construction of hangars pursuant to the provisions of Title 19 of the Carson City Municipal Code; and

WHEREAS, Landlord desires to lease Tenant ground space consistent with uses desired by Landlord and to provide monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport in Exhibit A (^{# 31}premises), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall be fifty (50) years and shall commence upon approval of the Carson City Board of Supervisors as set forth by the date of signature.

3. RENT. Tenant shall pay to Landlord rent by performing construction on the Airport as follows:

A. Improvement of the flood control ditch that bounds the areas known as Lots ^{31, 32, 33} ~~3, 4~~ to the minimum standards required by Landlord, to include clean, shape and riprap 4 foot channel floor and sides to 6 foot above floor of channel, or such other improvements to said flood control as may be agreed between Landlord and Tenant.

LATE MATERIAL

ENDING DATE

MONTH

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B. Provide the utility infrastructure in Tenant's excavation from Arrowhead Drive south to cross under the north-south taxiway at a point provided by Landlord and continue east to the airport property line, as more fully shown on the attached "Map A". Such construction to be completed in one year and to include:

(1) Trench, furnish and install approximately 3,000 linear feet of 8" water line.

(2) Trench, furnish and install approximately 3,000 linear feet of 8" sewer line.

(3) Trench for power, telephone, and cable television, together with conduit, vaults and transformer pads if required by utilities.

(4) Common trenching may be used for (1), (2), (3) above, or any combination, only if permitted by applicable codes, utilities, and governmental entities.

C. In addition if applicable, fuel flowage fees pursuant to Paragraph 8 of this Lease, such fees to be paid at the time of each delivery of fuel to Tenant's fuel storage facility.

4. CPI ADJUSTMENT. not applicable

5. IMPROVEMENTS. Tenant shall meet the construction schedule set forth on Exhibit B which shall, at a minimum, be completed on the following schedule:

- Phase 1 - at Tenant's discretion.
- Phase 2 - within 120 days of Phase 1 effective date.
- Phase 3 - within 1 year of Phase 1 effective date.

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

Tenant:

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

B. Abandonment and vacation of the premises (failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).

C. Failure to perform any other provision of this lease including the construction requirements, if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If Tenant can demonstrate to the satisfaction of Landlord the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

D. Filing a petition of voluntary or involuntary bankruptcy.

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

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

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

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed by law.

A. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as

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

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

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

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

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

Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

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

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; machinery, parts and tools associated with the stored aircraft; office space associated with the stored aircraft, and is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord. Tenant is, by this lease, an authorized FBO for the inside storage of aircraft, and shall comply with the provisions of Title 19 applicable to the public provision of aircraft storage for multiple aircraft hangars. Tenant shall not perform any salvage, rehabilitation, maintenance, construction or reconstruction, commercial, or industrial operations for any aeronautical uses, vehicles, and equipment except for aircraft owned by Tenant. Except as specified in this Lease, LESSEE is prohibited from any fixed base operations which are

revenue producing in or on or from Tenant's facility. Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this Lease and other leases on this airport. Landlord's decision shall be final as to claims of conflict over interfering uses. Landlord agrees that Tenant will be the sole Tenant and occupant of the leasehold under the terms of this lease Agreement. Tenant may construct, upon Landlord approval and other applicable governmental approvals, a fuel storage facility for Tenant's own use only. For all fuel so stored, Tenant shall pay Landlord a fuel flowage fee designated in Title 19 of the Carson City Municipal Code applicable to all owners of fuel storage facilities, except those which are limited by leases or contracts entered into by Carson City prior to the creation of the Carson City Airport Authority (July 5, 1989).

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiway area between premises and runway, together with an easement of reasonable width and location between the premises and the taxiway. Tenant shall be responsible for all improvements upon such easement. Tenant shall be responsible for, and control the access to, the premises. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, or access plans.

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

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. All exemptions or applications must have the prior approval of Landlord.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that tenant shall comply with all Federal Aviation Regulations (FARs) applicable to tenant's operations on the premises.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees as a covenant running with the land that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

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

5. Noncompliance with Provision 4 above shall constitute a material breach of this Agreement and in the event of such noncompliance, the Landlord shall have the right to terminate this lease Agreement without liability or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

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

7. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex

be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered suborganization provide assurance to the Tenant that they similarly will require assurance from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

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

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

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

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the

airspace or landing at, taking off from, or operation of the Carson City Airport.

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

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

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

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right

within the meaning of Section 308a of the Federal Aviation Act of 1958
(49 U.S.C. 1349a).

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

9. ASSIGNMENT AND SUBLEASING. Tenant shall have no right to assign or sublet
its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease
will be binding to assignees/sublessees on all terms and conditions in this lease.

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

The parties agree that a transfer of corporate interests in excess of twenty-five percent
(25%) shall be deemed an assignment of this lease.

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

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide,
at his own cost, insurance coverage in the amount of ONE MILLION DOLLARS
(\$1,000,000.00), the category to be under-written by a responsible insurance
carrier, authorized by the State of Nevada to provide such coverage. The
following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily
injury and property damage including owned and non-owned aircraft, for
any claim or liability for any injury or damage to any person or property
occurring on the leased premises or arising out of or resulting from
Tenant's operations or omissions at the Carson City Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Statutory workers' compensation and employer's liability coverage to the extent required by law.

4. Fire and extended coverage and vandalism and malicious mischief insurance, as provided by the lease Agreements, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

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

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

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

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

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

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

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

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

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

14. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall construct improvements in accordance with Exhibit B and shall remove at his cost all buildings and

improvements upon termination of the Agreement and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on termination to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

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

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

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

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

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this Lease for the purpose of, and to the extent necessary,

to maintain law, order, and safety, and has the authority and the right to deny access to the Carson Airport by any person who fails to obey all relevant laws, rules, and regulations.

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

19. ADDITIONAL CONDITIONS. Tenant shall bring all utilities to site and be responsible for any utility charges assessed by the utility companies. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A.

DATED this 10 day of Oct, 1994.

TENANT

CONTRI CONSTRUCTION COMPANY


TED E. CONTRI, President

LANDLORD

CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA


STEVEN E. TACKES, CHAIRMAN

ATTEST:


NEIL WEAVER, TREASURER, CCAA

CARSON CITY

Approved by the Board of Supervisors this 20th day of October, 1994


MARV TEXIERA, Mayor

ATTEST:

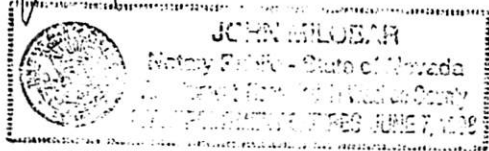
CITY'S LEGAL COUNSEL
Approved as to form.

Katherine L. Langlin
Deputy for KIYOSHI NISHIKAWA, Clerk/Recorder

Paul Cappelli
DISTRICT ATTORNEY

On this 10 day of October, 1994, Ted E. Contri personally appeared before me, a Notary Public for the State of Nevada, personally known or proved to me to be the person whose name is subscribed to the above instrument whoc acknowledged execution of the above instrument.

John Miloban
NOTARY PUBLIC (SEAL)



LEGAL DESCRIPTION

Parcel 31, Lease No. _____

All that certain parcel of land situate in the NE 1/4 of the SW 1/4 of Section 4, T. 15 N., R. 20 E., M.D.M., Carson City, Nevada. Said parcel being more particularly described as follows:

COMMENCING at the center 1/4 corner of said Section 4;

THENCE, S 00°51'40" W, a distance of 196.70 feet to the TRUE POINT OF BEGINNING;

THENCE, S 00°51'40" W, a distance of 245.45 feet;

THENCE, N 72°41'25" W, a distance of 199.50 feet;

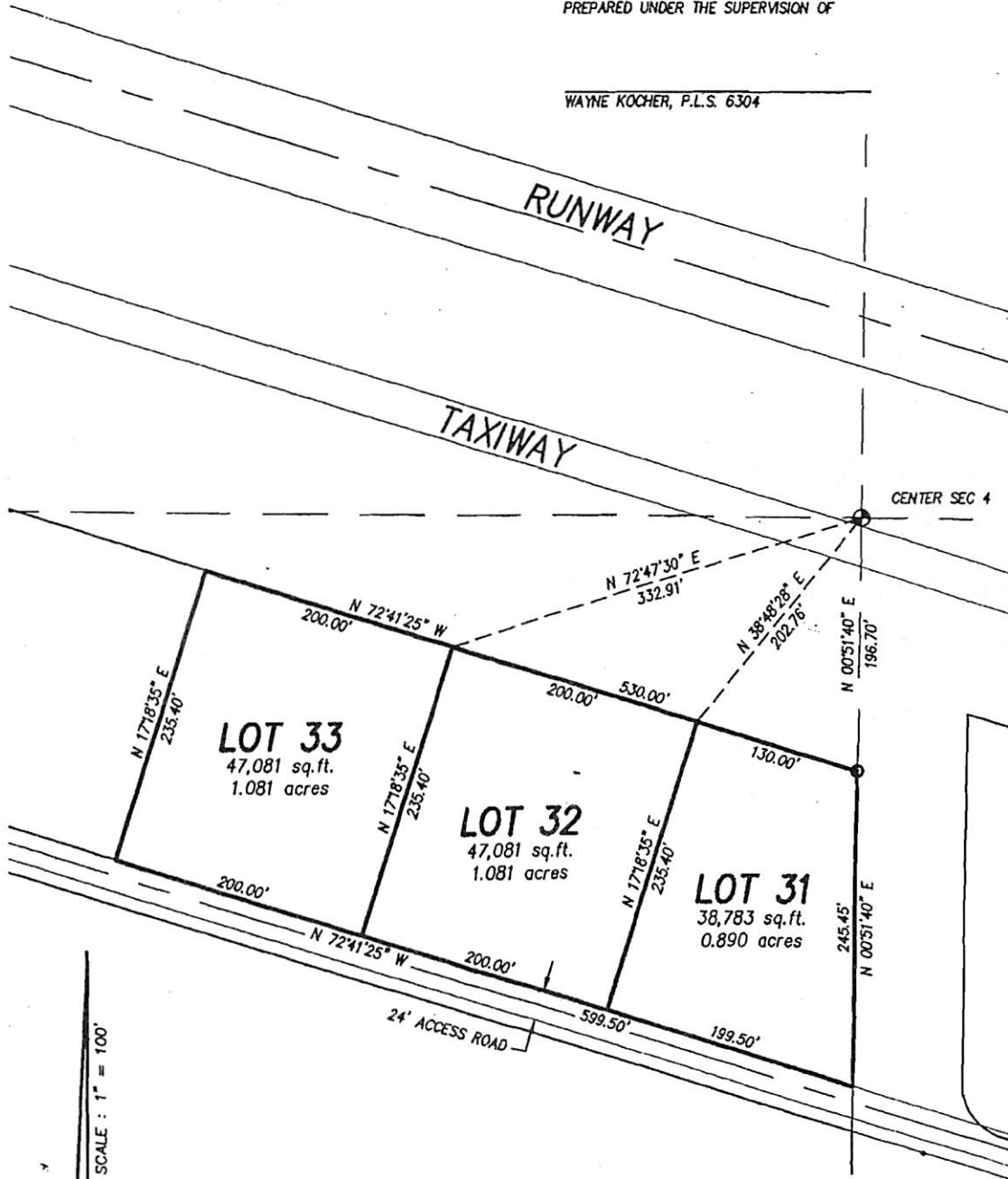
THENCE, N 17°18'35" E, a distance of 235.40 feet;

THENCE, S 72°41'25" E, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 38,783 square feet, more or less.

Prepared by: Lumos & Associates, Inc.
800 East College Parkway
Carson City, Nevada

WAYNE KOCHER, P.L.S. 6304



SCALE : 1" = 100'



VICINITY MAP
 N.T.S.

**MAP TO ACCOMPANY
 LEGAL DESCRIPTIONS
 CARSON CITY AIRPORT**

A PORTION OF THE SW 1/4 SECTION 4, T. 15 N., R. 20 E., M.D.M.
 CARSON CITY, NEVADA

Prepared By:
LUMOS & ASSOCIATES, INC.
 800 E. Graves Ln.
 Carson City, Nevada 89706
 883-7077

Prepared For:
CARSON CITY AIRPORT AUTHORITY
 2800 E. Graves Lane #6
 Carson City, Nevada 89706
 887-1234

EXHIBIT B

CONSTRUCTION EXHIBITS

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

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens.

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

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

A. Construction Phasing.

1. Phase I - All plans completed and submitted to LESSOR and governmental offices for approval.
2. Phase II - All permits obtained for construction.
3. Phase III - All construction completed.

B. Failure to Use Property. Failure by Tenant to satisfy the requirements as set forth in Phases I, II, and III above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, property within the parcel as identified in Exhibit A.

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

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

RECORD
OFFICE OF
CARSON CITY CLERK TO
'94 OCT 21 PM 4:00

000168288

NIC RB

000168288

LEASE TRANSFER and ASSIGNMENT

This lease assignment, made and entered into this 28 day of February, 1997, between the Carson City Airport Authority (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, ASSIGNOR-Contri Construction Company ("Contri Construction") whose address is P.O. Box 12100, Reno, Nevada, and ASSIGNEE-Ted E. Contri ("Contri"), whose address is P.O. BOX 12100
RENO, Nevada.

WITNESSETH:

WHEREAS, Contri Construction was awarded and held an airport lease with Landlord on parcel 31 on the Carson Airport, dated October 10, 1994 recorded as document #000168288 with the Carson City Recorder.

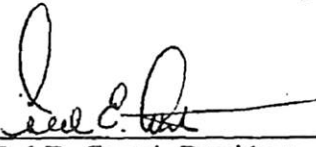
WHEREAS, on April 1, 1996, the Landlord, at a regularly scheduled and noticed meeting of the Carson City Airport Authority approved a substitution and transfer of the lease from parcel 31 to parcel 38 as shown on the Record of Survey dated February 29, 1996 and recorded as file # 186154.

WHEREAS, Contri Construction and Contri now desire to assign the lease from Contri Construction to Contri as permitted by Paragraph 9 of said lease.

NOW THEREFORE, the parties agree as follows:

1. The lease on parcel 31 is hereby substituted and transferred to parcel 38. All terms and conditions of the lease shall apply to parcel 38. Parcel 31 is hereby released and returned to the Landlord.
2. Contri Construction does hereby assign to Contri the lease upon parcel 38.

ASSIGNOR
Contri Construction Company



Ted E. Contri, President

ASSIGNEE



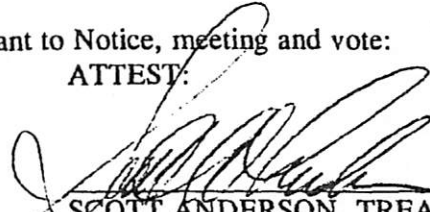
Ted E. Contri

Approved this 12 day of March, 1997 pursuant to Notice, meeting and vote:

ATTEST:



NEIL WEAVER, CHAIRMAN
CARSON CITY AIRPORT AUTHORITY




SCOTT ANDERSON, TREASURER

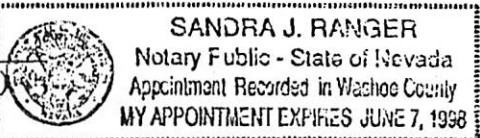
STATE OF NEVADA) : ss.
COUNTY OF WASHOE)

ON THE 28 day of February, 1997, before me, the undersigned, a Notary Public, personally appeared TED E. CONTRI, who acknowledged to me that he is the President of Contri Construction Company, and, in such capacity, being duly authorized to do so, executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



NOTARY PUBLIC (SEAL)



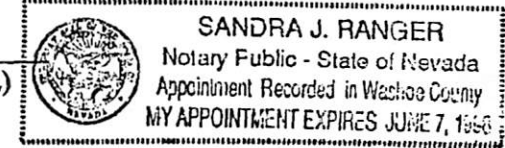
STATE OF NEVADA) : ss.
COUNTY OF WASHOE)

ON THE 28 day of February, 1997, before me, the undersigned, a Notary Public, personally appeared TED E. CONTRI, who acknowledged to me that he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



NOTARY PUBLIC (SEAL)



LEASE ASSIGNMENT

This Lease Assignment is made and entered into this 16th day of May, 2002, between CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 E. Graves Lane #6, Carson City, Nevada 89706; TED E. CONTRI ("Contri") whose address is P. O. Box 12100, Reno, Nevada, Assignor; and TED E. CONTRI, Trustee of THE TED E. CONTRI FAMILY TRUST U/D/T January 17, 2001 ("Contri Trust"), Assignee, whose address is P. O. Box 12100, Reno, Nevada.

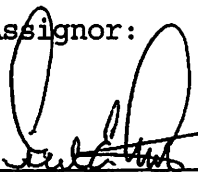
W I T N E S S E T H:

WHEREAS, Contri holds an airport lease with Landlord on the Carson Airport dated October 10, 1994, recorded as Document No. 000168288, with the Carson City Recorder, as modified by Lease Transfer and Assignment dated February 28, 1997, as shown on Record of Survey dated February 29, 1966, and recorded as Document No. 186154, with the Carson City Recorder; and

WHEREAS, Contri and Contri Trust now desire to assign the Lease from Contri to Contri Trust as permitted by Paragraph 9 of said Lease.

NOW, THEREFORE, Contri does hereby assign to Contri Trust the Lease upon parcel 38.

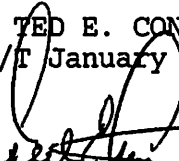
Assignor:



TED E. CONTRI


Assignee:

THE TED E. CONTRI FAMILY TRUST
U/D/T January 17, 2001

By 


Ted E. Contri, Trustee

Approved this 16th day of May, 2002, pursuant to Notice, meeting and vote.



BOB THOMAS,
Chairman Pro Tempore
CARSON CITY AIRPORT AUTHORITY

ATTEST:

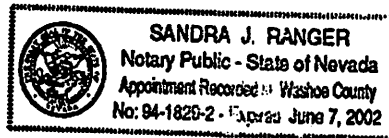


GENE SHELDON Treasurer

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this 14 day
of FEBRUARY, 2002, by TED E. CONTRI.


Notary Public



STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me this 14 day
of FEBRUARY, 2002, by TED E. CONTRI, Trustee of THE TED E.
CONTRI FAMILY TRUST U/D/T January 17, 2001.


Notary Public



85708.1 (LPB:dgo) #142-1

CARSON CITY

Approved by the Board of Supervisors this 6th day of June, 2002.


RAY MASAKO, Mayor


ATTEST:
CLERK'S
OFFICE

ALAN GLOVER, Clerk/Recorder
CITY OF NEVADA

CITY'S LEGAL COUNSEL
Approved as to form.

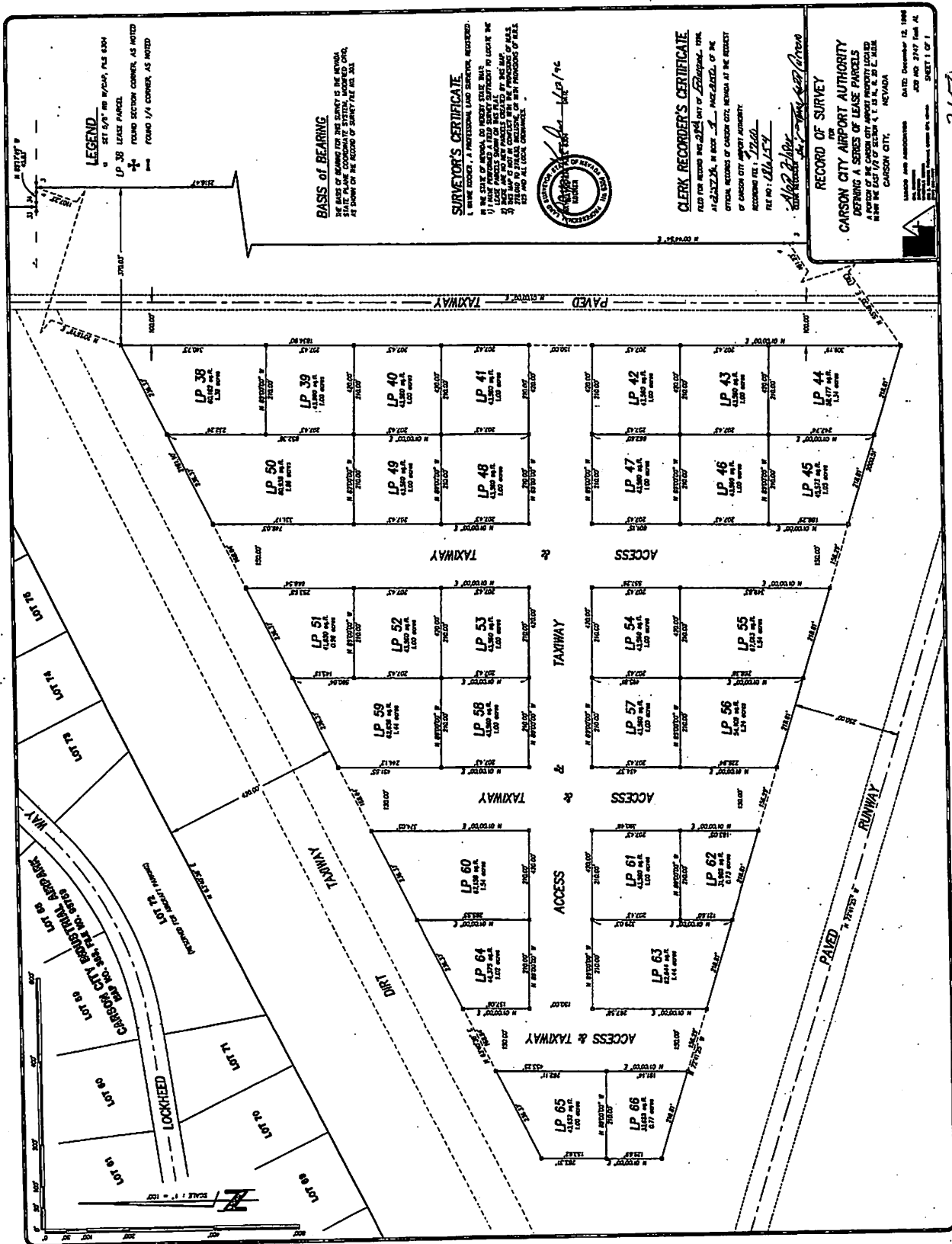

DISTRICT ATTORNEY

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
02 JUN 11 P3:39

FILE NO: 279303
ALAN GLOVER
CARSON CITY RECORDER
FEES Mc DEP. 

2150

2150



LEGEND

— SET 1/4" = 100' PLS 800'

LP 38 LEASE PARCEL

— FOUND SECTION CORNER, AS NOTED

— FOUND 1/4 CORNER, AS NOTED

BASIS OF BEARING

ALL BEARINGS FOR THIS SURVEY ARE THE BEARINGS OF THE STATE PLANE COORDINATE SYSTEM, MODIFIED GRID, AS SHOWN ON THE RECORD OF SURVEY FILE NO. 301.

SURVYOR'S CERTIFICATE

I, DAVID J. WILSON, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF NEVADA, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS AND HAVE FOUND THEM TO BE THE SAME AS SHOWN ON THE RECORD OF SURVEY FILE NO. 301.

1) I HAVE PERSONALLY EXAMINED THE SURVEY INSTRUMENT TO LOCATE THE POINTS AND HAVE FOUND THEM TO BE THE SAME AS SHOWN ON THE RECORD OF SURVEY FILE NO. 301.

2) I HAVE PERSONALLY EXAMINED THE PARCELS DESCRIBED BY THIS MAP.

3) THE MAP OF THIS SURVEY, INCLUDING THE BEARINGS, DISTANCES, AND ALL OTHER DATA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

4) I HAVE NOTED ALL EVIDENT ENCUMBRANCES.

5) I HAVE NOTED ALL EVIDENT ENCUMBRANCES.



CLERK RECORDER'S CERTIFICATE

FILED FOR RECORD THE 21st DAY OF DECEMBER, 1988, AT CARSON CITY, NEVADA, IN BOOK 1, PAGE 100, OF THE OFFICIAL RECORDS OF CARSON CITY, NEVADA, AT THE REQUEST OF CARSON CITY AIRPORT AUTHORITY.

RECORDED FILE NO. 17260

FILE NO. 2150-157

RECORD OF SURVEY

FOR THE

CARSON CITY AIRPORT AUTHORITY

DEFINING A SERIES OF LEASE PARCELS

A PORTION OF THE CARSON CITY AIRPORT PROPERTY LOCATED WITHIN THE EAST 1/4 OF SECTION 4, T. 20 N., R. 29 E., NAD.

CARSON CITY, NEVADA

DATE: December 12, 1988

BY: DAVID J. WILSON

RECORDED FILE NO. 17260

SHEET 1 OF 1

DRAWING NUMBER
2150

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER