

**City of Carson City  
Agenda Report**

**Date Submitted:** 06/19/2015

**Agenda Date Requested:** 07/02/2015  
**Time Requested:** 10 min

**To:** Board of Supervisors  
**From:** Carson City Airport Authority

**Subject Title:** Action to approve the assignment of the Airport leases held by El Aero Services, Inc., to Mountain West CXP, LLC., as regards Original Leases recorded as Book 313 PP 173-186, and Document No. 8597 (aka Mobill lease), Document No. 6457 (aka Aerohead lease) and Document No. 420793 (aka Portahangar lease), together with all amendments thereto. (Steve Tackes)  
[stackes@kenvlaw.com](mailto:stackes@kenvlaw.com)

**Staff Summary:** At a regular meeting of the Carson City Airport Authority on June 17, 2015, publicly noticed for that purpose, the Authority approved the assignment of the Airport leases held by El Aero Services, Inc., as a part of an asset sale of El Aero Services, Inc.

**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 leases held by El Aero Services, Inc., to Mountain West CXP, LLC., as regards Original Leases recorded as Book 313 PP 173-186, and Document No. 8597 (aka Mobill lease), Document No. 6457 (aka Aerohead lease) and Document No. 420793 (aka Portahangar lease), together with all amendments thereto..

**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 these leases are as follows. In 1981, Carson City entered into Airport leases with several businesses to operate on the Carson City Airport. The lease to Mobill Enterprises (referred to above as the "Mobill lease") was issued for repair, storage and tie down operations. The lease to the PortaHangar business was issued for light aircraft hangar construction and rental. The lease to Aerohead Aviation was issued for full service repair, pilot lounge, offices, hangar storage and fuel sales. Each lease permits a wide range of aviation activities, but those were the primary uses. Over the years, El Aero Services Inc., grew and became a respected and successful Fixed Base Operation (FBO) on the Airport. During that time, El Aero acquired each of the leases, improved the properties and operated them more successfully than the original owners. El Aero has been a great asset to the Airport and a model tenant. Last year, the owner of El Aero died. His elderly wife and family have elected to sell the business. Most, if not all, employees are being picked up by the buyer, Mountain West CXP, LLC. ("Mountain West").

Mountain West is operated by Michael Golden and his family. They currently operate the self-serve fuel island at the Airport and are fully qualified to operate FBOs. The Golden family also operates an FBO at South Lake Tahoe. They have priced fuel at Carson City as the lowest regional price, and plan to continue to do so, as the synergy of the FBOs will advance business in Carson City.

As part of the asset sale, it is necessary to transfer the Airport leases to Mountain West. This is the only action being requested of the Airport Authority. The Airport Authority found that Mountain West has met all of the criteria to hold airport leases under CCMC Title 19 (Class 1 FBO), and is a welcome and growing business 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 originals should be returned to Steven E. Tackes Esq so that they can be held in Escrow. Recordation will occur via escrow.

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

**Fiscal Impact:** None.

**Explanation of Impact:** Not Applicable.

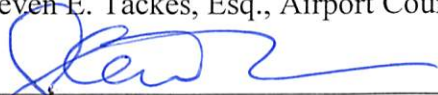
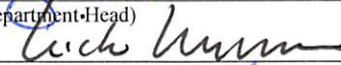


**Funding Source:** Not Applicable.

**Alternatives:** Not Applicable

**Supporting Material:** Assignment.

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

**Reviewed By:**

  
\_\_\_\_\_  
(Department Head)  
  
\_\_\_\_\_  
(City Manager)  
  
\_\_\_\_\_  
(District Attorney)  
  
\_\_\_\_\_  
(Finance Director)

Date: 6-19-2015  
Date: 6/23/15  
Date: 6/23/15  
Date: 6/23/15

**Board Action Taken:**

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

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

APN 005-011-90

When Recorded, Return To:

Lewis S. Feldman  
Feldman McLaughlin Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448

---

## ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE (“**Assignment**”) is made effective as of the date of recordation (“**Effective Date**”) by and between **EL AERO SERVICES, INC.**, a Nevada corporation (“**Assignor**”) and **MOUNTAIN WEST CXP, LLC.**, a Nevada limited liability company (“**Assignee**”).

### RECITALS:

WHEREAS, Assignor is the tenant under that certain Carson City Airport Lease Agreement (sometimes known as the Portahangar Lease) between Assignor and the Carson City Airport Authority (“**Airport**”) as landlord, dated February 15, 2012, and recorded in the Official Records of Carson City, Nevada, as Document No. 420793 (“**Airport Lease**”);

WHEREAS, Assignor desires to assign the Airport Lease to Assignee as permitted under Section 11 of the Airport 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. **Airport Lease Assignment and Assumption.**

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title and interest under the Airport Lease and to the hangar and all improvements (above and below ground), fixtures and appurtenances located on the real property as described in the Airport Lease and as more particularly described on **Exhibits A and B** hereto.

(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 Airport 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 Airport 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 Airport 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 Airport Lease 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.

(g) 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.

(h) Effective date. This Assignment & Assumption of Lease shall be effective upon recording.

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

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

**ASSIGNOR:**

**ASSIGNEE:**

**EL AERO SERVICES, INC.,**  
A Nevada Corporation

**MOUNTAIN WEST CXP, LLC,**  
A Nevada Limited Liability Company

By: [Signature]

By: [Signature]

Its: PRESIDENT

Its: Managing Agent

Date: 6/17/15

Date: JUNE 17, 2015

Approved this 17th day of JUNE, 2015, pursuant to Notice, meeting and vote.

CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

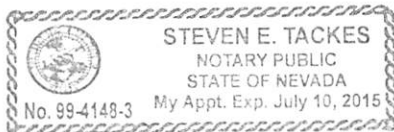
By: [Signature]  
KARL HUTTER, Chairperson

ATTEST:

By: [Signature]  
STEVE POSCIC, Sec/Treas.

STATE OF NEVADA )  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on this 17th day of JUNE, 2015, by MICHAEL GOLDEN

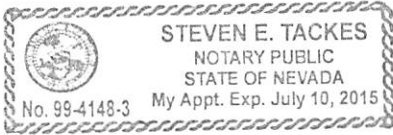


[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )

COUNTY OF CARSON CITY )

This instrument was acknowledged before me on this 17<sup>th</sup> day of JUNE, 2015, by  
SUSAN MCGINTY



[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

[Signature]  
(Signature of Notarial Officer)

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  
LEGAL COUNSEL  
Approved as to form.

  
\_\_\_\_\_  
STEVEN E. TACKES, ESQ.

**EXHIBIT A, A-1**

New Lease Parcel 21 – Carson City Airport Legal Description

A of portion of El Aero Services, Inc. lease parcel as recorded in the Fifth Addendum to Airport Lease, File No. 000 93912 of the Carson City Recorder's Office and located within a portion of the North one-half of the Southeast one-quarter of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

Commencing at the South one-sixteenth corner of said Section 4; thence North  $71^{\circ}05'32''$  West 2036.03 feet; thence South  $72^{\circ}41'25''$  East, 75.00 feet to the southwest corner of said lease parcel; thence along the westerly line of said lease parcel, North  $17^{\circ}18'35''$  East, 30.00 feet to the TRUE POINT OF BEGINNING of this description;

Thence continuing along said westerly line the following three courses:

- 1) North  $17^{\circ}18'35''$  East, 242.23 feet;
- 2) North  $72^{\circ}41'25''$  West, 60.00 feet;
- 3) North  $17^{\circ}18'35''$  East, 25.71 feet leaving said westerly line;

thence South  $76^{\circ}00'00''$  East, 288.48 feet to a point on the easterly line of said lease parcel;

thence along said easterly line the following three courses;

- 1) South  $17^{\circ}18'35''$  West, 42.37 feet;
- 2) North  $72^{\circ}41'25''$  West, 114.00 feet;
- 3) South  $17^{\circ}18'35''$  West, 242.23 feet leaving said easterly line;

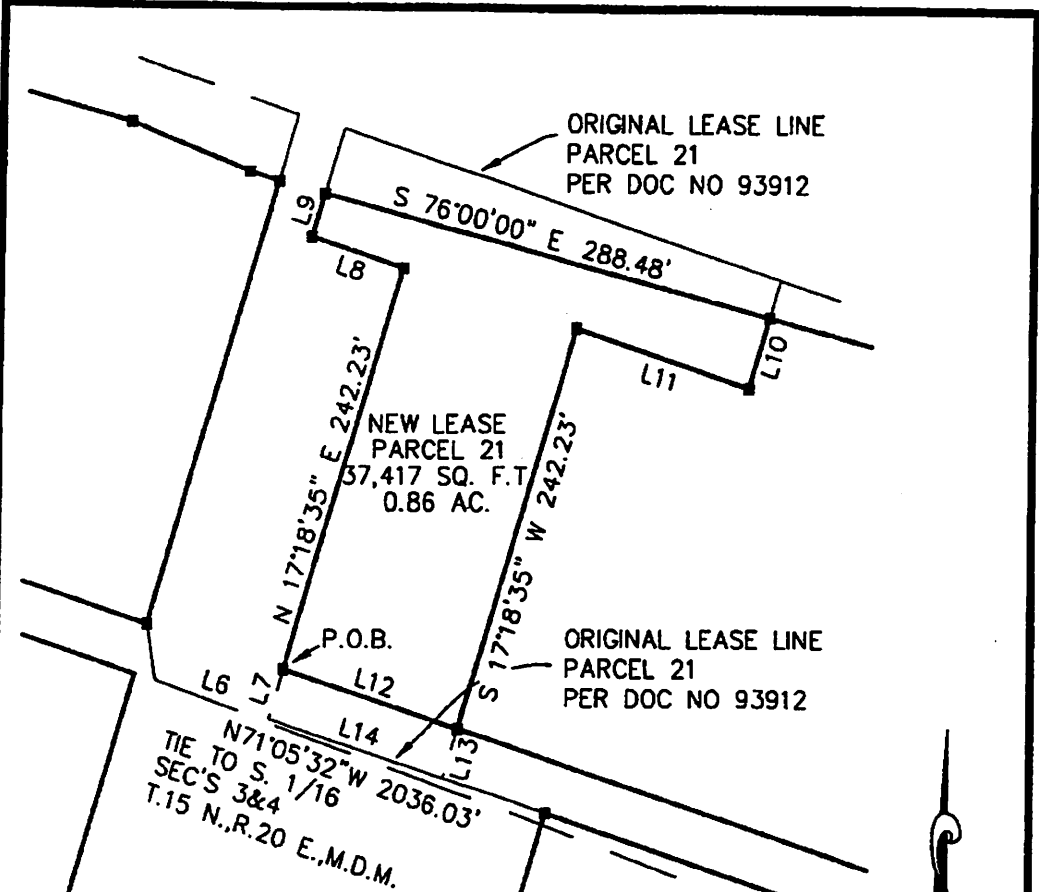
thence North  $72^{\circ}41'25''$  West, 114.00 feet to the point of beginning.

Containing 37,417 square feet or 0.86 acres, more or less.

The basis of bearings for this description is Nevada State Plan, West Zone

As shown on Exhibit A-1, attached hereto and made a part hereof.





TIE TO S. 1/16  
SEC'S 3&4  
T.15 N., R.20 E., M.D.M.

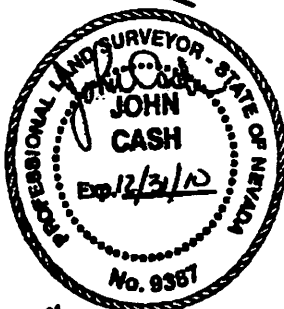
LINE TABLE		
LINE	LENGTH	BEARING
L6	75.00	S72°41'25"E
L7	30.00	N17°18'35"E
L8	60.00	N72°41'25"W
L9	25.71	N17°18'35"E
L10	42.37	S17°18'35"W
L11	114.00	N72°41'25"W
L12	114.00	N72°41'25"W
L13	30.00	S17°18'35"W
L14	114.00	N72°41'25"W

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 100 ft.

EXHIBIT TO ACCOMPANY  
LEGAL DESCRIPTION



May 21, 2010

EL AERO  
NEW LEASE PARCEL 21  
EXHIBIT B  
SHEET: 1 OF 1  
SCALE: 1" = 100'  
APPROVED: MEB  
DATE: 05/21/10

**PBSJ**  
355 Double Eagle Court  
Suite 2000  
Reno, Nevada 89521  
Telephone: 775/759-1522  
Fax: 775/628-1525  
ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES

404188  
420793

**EXHIBIT B, B-1**

New Lease Parcel 20 – Carson City Airport Legal Description

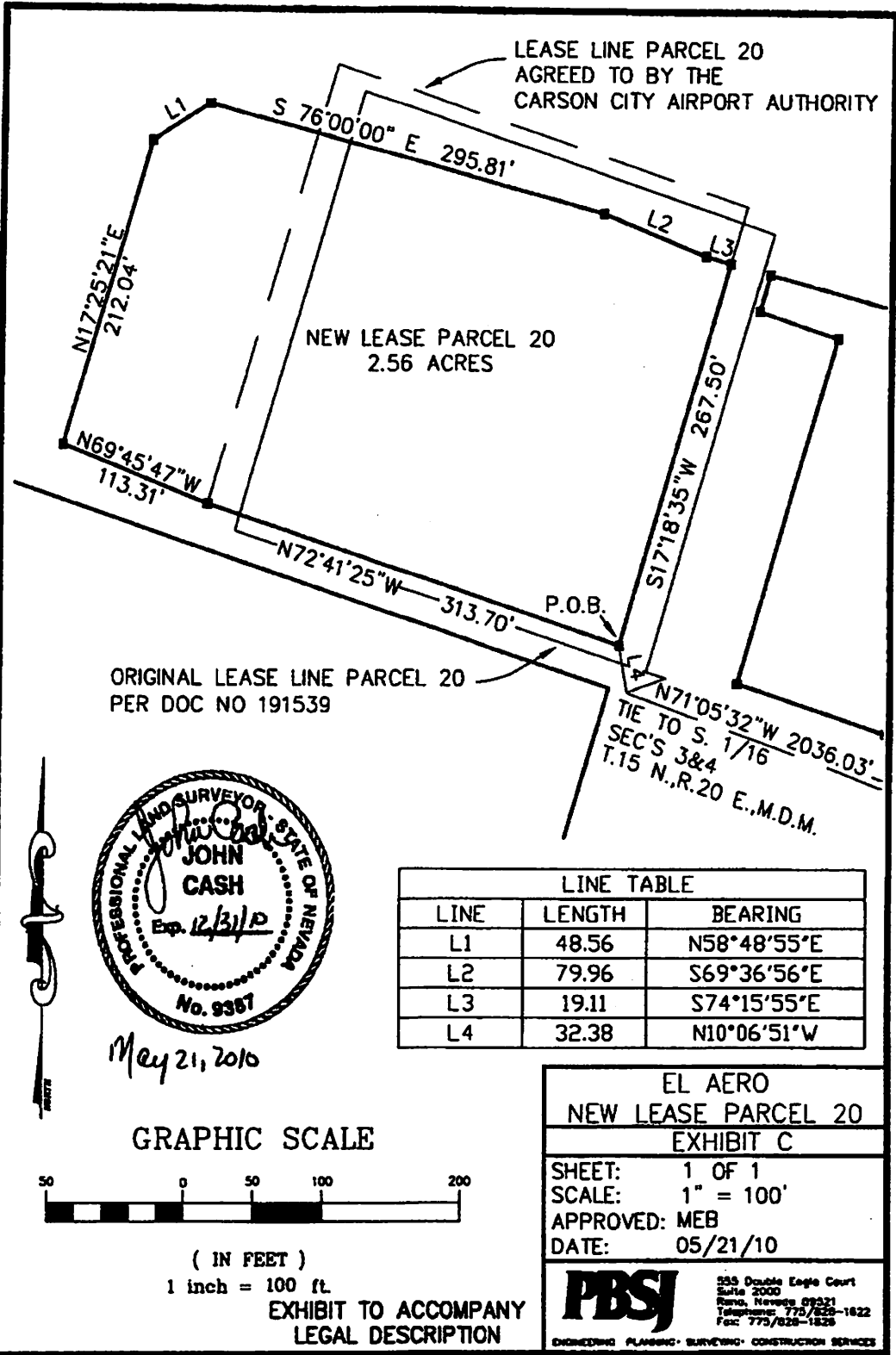
A of portion of El Aero Services, Inc. lease parcel 20 recorded in the Seventh Addendum to Lease, File No. 191539 of the Carson City Recorder's Office and located within a portion of the North one-half of the Southeast one-quarter of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

Commencing at the South one-sixteenth corner of said Section 4; thence North 71°05'32" West 2036.03 feet; thence North 10°06'51" West, 32.38 feet to the TRUE POINT OF BEGINNING of this description;  
thence North 72°41'25" West, 313.70 feet; thence North 69°45'47" West, 113.31 feet; thence North 17°25'21" East, 212.04 feet; thence North 58°48'55" East, 48.56 feet; thence South 76°00'00" East, 295.81 feet; thence South 69°36'56" East, 79.96 feet; thence South 74°15'55" East, 19.11 feet; thence South 17°18'35" West, 267.50 feet to the point of beginning.

Containing 111,496 square feet or 2.56 acres, more or less.

The basis of bearings for this description is Nevada State Plan, West Zone.

As shown on Exhibit B-1, attached hereto and made a party hereof.

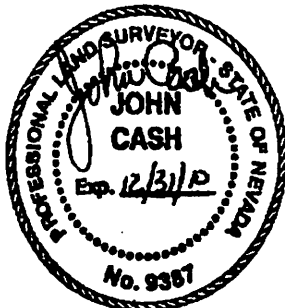


LEASE LINE PARCEL 20  
 AGREED TO BY THE  
 CARSON CITY AIRPORT AUTHORITY

NEW LEASE PARCEL 20  
 2.56 ACRES

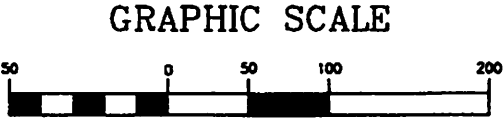
ORIGINAL LEASE LINE PARCEL 20  
 PER DOC NO 191539

TIE TO S. 1/16  
 SEC'S 3&4  
 T.15 N..R.20 E..M.D.M.



May 21, 2010

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.56	N58°48'55"E
L2	79.96	S69°36'56"E
L3	19.11	S74°15'55"E
L4	32.38	N10°06'51"W



( IN FEET )  
 1 inch = 100 ft.

EXHIBIT TO ACCOMPANY  
 LEGAL DESCRIPTION

EL AERO  
 NEW LEASE PARCEL 20  
 EXHIBIT C  
 SHEET: 1 OF 1  
 SCALE: 1" = 100'  
 APPROVED: MEB  
 DATE: 05/21/10

**PBSJ**  
 535 Double Eagle Court  
 Suite 2000  
 Reno, Nevada 89521  
 Telephone: 775/826-1822  
 Fax: 775/826-1828  
 ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES

40418S  
 420793

APN 005-021-03

When Recorded, Return To:

Lewis S. Feldman  
Feldman McLaughlin Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448

---

## ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE (“**Assignment**”) is made effective as of the date of recordation (“**Effective Date**”) by and between **EL AERO SERVICES, INC.**, a Nevada corporation (“**Assignor**”) and **MOUNTAIN WEST CXP, LLC.**, a Nevada limited liability company (“**Assignee**”).

### RECITALS:

WHEREAS, Assignor is the tenant under that certain Carson City Airport Lease Agreement (sometimes referred to as the Aerohead Lease) and five (5) Addendums (collectively, the “**Airport Lease**”) between Assignor and the Carson City Airport Authority (“**Airport**”) as landlord, dated August 20, 1981, and recorded in the Official Records of Carson City, Nevada, as Document No. 6457, on August 31, 1981;

WHEREAS, Assignor desires to assign the Airport Lease to Assignee as permitted under Section X.2 of the Airport 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. **Airport Lease Assignment and Assumption.**

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title and interest under the Airport Lease for Parcels W1-A, W1-B, W1-C, W1-D and W1-E, as more particularly described on **Exhibit A** hereto.

(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 Airport 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 Airport 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 Airport 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 Airport Lease 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.

(g) 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.

(h) Effective date. This Assignment & Assumption of Lease shall be effective upon recording.

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

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

**ASSIGNOR:**

**ASSIGNEE:**

**EL AERO SERVICES, INC.,**  
A Nevada Corporation

**MOUNTAIN WEST CXP, LLC,**  
A Nevada Limited Liability Company

By: Susan M. [Signature]

By: Michael Golden [Signature]

Its: PRESIDENT

Its: Managing Agent

Date: 6/17/15

Date: JUNE 17, 2015

Approved this 17th day of JUNE, 2015, pursuant to Notice, meeting and vote.

CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

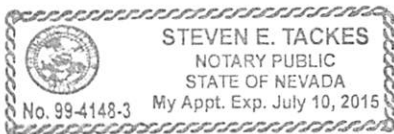
By: [Signature]  
KARL HUTTER, Chairperson

ATTEST:

By: [Signature]  
STEVE POSCIC, Secretary/Treasurer

STATE OF NEVADA )  
COUNTY OF CARSON CITY )

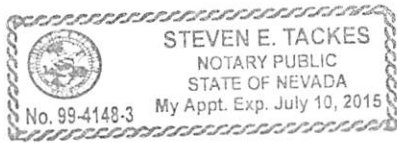
This instrument was acknowledged before me on this 17th day of JUNE, 2015, by MICHAEL GOLDEN



[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )  
 )  
COUNTY OF CLATSOP COUNTY )

This instrument was acknowledged before me on this 17th day of June, 2015, by  
SUSAN MCGINNIS



[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notarial Officer)

STATE OF NEVADA )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notarial Officer)

## EXHIBIT A

### Parcel W1-A

A certain parcel of land situate in the NE ¼ of the NW ¼ Section of 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described as follows, to wit:

Commencing at the NW corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plane coordinate (modified grid) bearing of N89°12'35"W 60.00 ft. to the true point of beginning, thence N89 °12'35"W 200.00 ft., thence S0°43'58"W 200.00 ft., S89°12'35"E 200.00 ft., thence N0°43'58"E 200.00 ft. to the true point of beginning. Said parcel containing 40,000 sq. ft.

### Parcel W1-B

A certain parcel of land situate in the NE ¼ of the NW ¼ of Section 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described as follows, to wit:

Commencing at the NW corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plane coordinate (modified grid) bearing of N89°12'35"W 260.00 ft. to the true point of beginning, thence N89°12'35"W 200.00 ft., thence S0°43'58"W 200.00 ft., S89°12'35"E 200.00 ft., thence N0°43'58"E 200.00 ft. to the true point of beginning. Said parcel containing 40,000 sq. ft.

### Parcel W1-C

A certain parcel of land situate in the NE ¼ of the NW ¼ of Section 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described as follows, to wit:

Commencing at the NW corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plane coordinate (modified grid) bearing of N89°12'35"W 460.00 ft. to the true point of beginning. Thence S0°43'58"W 290.00 ft., thence N89°12'35"W 150.00 ft., thence N19°14'37"W 58.54 ft., thence N0°43'58"E 135.00 ft., thence N89°12'35"W 20.00 ft., thence N0°43'58"E 100.00 ft., thence S89°12'35"E 190.00 ft. to the true point of beginning. Said parcel containing 50,749 sq. ft.

### Parcel W1-D (Open Aircraft Storage)

A certain parcel of land situate in the E ½ of the NW ¼ of Section 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described as follows, to wit:

Commencing at the NW corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plan coordinate (modified grid) bearing of S0°43'58"W 290.00 ft., thence N89°12'35"W 60.00 ft., to the true point of beginning, thence S0°43'58"W 270.00 ft., thence N89°12'35"W 155.00 ft., thence N0°43'58"E 270.00 ft., thence S89°12'35"E 155.00 ft. to the true point of beginning.



Parcel W1-E (Open Aircraft Storage)

A certain parcel of land situate in the E ½ of the NW ¼ of Section 4, T.15N., R.20E., M.D.B.M., Carson City, Nevada, particularly described to wit:

Commencing at the SW corner of Lot 64 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map 318, File No. 41674 of the Official Records of Carson City; thence on a Nevada State plane coordinate (modified grid) bearing of S10°43'49"W 424.13 ft., to the true point of beginning; thence N72°41'25"W 304.00 ft., thence N17°18'35"E 61.00 ft., thence N72°41'25"W 40.00 ft., thence N17°18'35"E 50.00 ft., thence N72°41'25"W 11.25 ft., thence N17°18'35"E 14.00 ft., thence N72°41'25"W 11.25 ft., thence N17°18'35"E 51.00 ft., thence N72°41'25"W 43.05 ft., thence N17°18'35"E 50.00 ft., thence S72°41'25"E 12.50 ft., thence N17°18'35"E 14.00 ft., thence S72°41'25"E 12.50 ft., thence N17°18'35"E 20.00 ft., thence S72°41'25"E 116.16 ft., thence S28°36'00"E 373.67 ft., to the true point of beginning.

Parcel W1-F (Fuel Facility)

A portion of the NE ¼ NW ¼ of Section 4, T.16N., R.20E., M.B.D.&M. and described as follows:

Commencing at the southwest corner of Lot 41 as shown on The Amended Official Plat of the Carson City Industrial Airpark recorded in Book 2 as Plat Number 363 on December 14, 1971; thence S64°13'24"W 53.64 ft. to the southeast corner of an area herein described and being the point of beginning; thence N89°12'35"W 102.0 ft.; thence N0°43'58"E 90.0 ft.; thence 89°12'35"E 102.0 ft.; thence S0°43'58:W 90.0 ft. to the point of beginning and encompassing an area having 19,180 sq. ft., plus or minus.

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  
LEGAL COUNSEL  
Approved as to form.

  
\_\_\_\_\_  
STEVEN E. TACKES, ESQ.

APN 005-011-86

When Recorded, Return To:

Lewis S. Feldman  
Feldman McLaughlin Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448

---

## ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT LEASE (“**Assignment**”) is made effective as of the date of recordation (“**Effective Date**”) by and between **EL AERO SERVICES, INC.**, a Nevada corporation (“**Assignor**”) and **MOUNTAIN WEST CXP, LLC.**, a Nevada limited liability company (“**Assignee**”).

### RECITALS:

WHEREAS, Assignor is the tenant under that certain Carson City Airport Lease Agreement (sometimes referred to as the Mobill Lease) with ten (10) subsequent Addendums (collectively, the “**Airport Lease**”) between Assignor and the Carson City Airport Authority (“**Airport**”) as landlord, dated December 17, 1981, and recorded in the Official Records of Carson City, Nevada, as Document No. 8597, alternatively Book 313 pp173-186;

WHEREAS, Assignor desires to assign the Airport Lease to Assignee as permitted under Section X.2 of the Airport 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. **Airport Lease Assignment and Assumption.**

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title and interest under the Airport Lease to:

Parcel A, within #27 (formerly .006), FBO and related apron area as set forth in attached Exhibit 1 map and legal description. 32,507 sq ft. Rent will continue at \$493.97 per month (\$5,927.64 per year);

Parcel B, within #27 (formerly .006), lease of eight (8) tiedowns will continue at \$57.12 per month (8 x \$7.14);

Parcel C, #22 (formerly .014), lease of 23 tiedowns will continue at \$164.22 per month (23 x \$7.14).

Said Parcels A and B are shown in the map and legal descriptions attached hereto.

(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 Airport 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 Airport 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 Airport 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 Airport Lease 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.

(g) 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.

(h) Effective date. This Assignment & Assumption of Lease shall be effective upon recording.

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

**ASSIGNOR:**

**EL AERO SERVICES, INC.,**  
A Nevada Corporation

By: 

Its: PRESIDENT

Date: 6/17/15

**ASSIGNEE:**

**MOUNTAIN WEST CXP, LLC,**  
A Nevada Limited Liability Company


By: 

Its: Managing Agent

Date: June 17, 2015

Approved this 17th day of JUNE, 2015, pursuant to Notice, meeting and vote.

CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

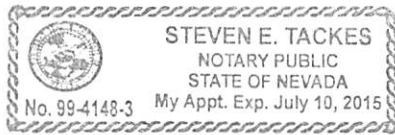
By:   
KARL HUTTEN, Chairperson

ATTEST:

By:   
STEVE POSCIC, Sec/Treas.

STATE OF NEVADA )  
COUNTY OF CARSON CITY )

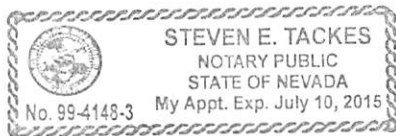
This instrument was acknowledged before me on this 17th day of JUNE, 2015, by  
MICHAEL GOLDEN



[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on this 17th day of JUNE, 2015, by  
SUSAN MCGINNIS



[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notarial Officer)

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notarial Officer)

CARSON CITY

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
ROBERT L. CROWELL, Mayor

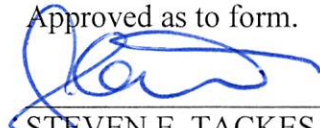
ATTEST:

CITY'S LEGAL COUNSEL  
Approved as to form.

\_\_\_\_\_  
SUSAN MERRIWETHER, Clerk/Recorder

\_\_\_\_\_  
DISTRICT ATTORNEY

AIRPORT AUTHORITY  
LEGAL COUNSEL  
Approved as to form.

  
\_\_\_\_\_  
STEVEN E. TACKES, ESQ.

April 27, 2010  
JC

**EXHIBIT C  
NEW LEASE PARCEL 27  
CARSON CITY AIRPORT  
LEGAL DESCRIPTION**

A portion of Mobile Enterprises, Inc. lease parcel A, as recorded in the Lease of Carson City Airport Property, File No. 8597 of the Carson City Recorder's Office and located within a portion of the North one-half of the Southeast one-quarter of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

Commencing at the South one-sixteenth corner of said Section 4; thence North 71°05'32" West 2036.03 feet; thence South 72°41'25" East, 256.00 feet to the TRUE POINT OF BEGINNING of this description;

thence along the northerly and easterly line of said lease parcel A the following three courses

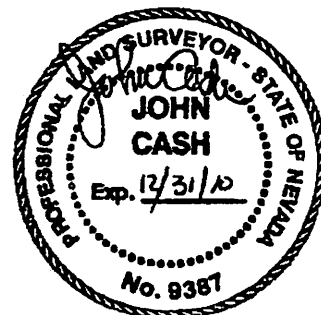
- 1) South 72°41'25" East, 240.33 feet;
- 2) South 17°18'35" West, 40.00 feet;
- 3) South 72°41'25" East, 10.0 feet leaving said easterly line;

thence South 72°41'25" East, 24.00 feet; thence South 17°18'35" West, 100.00 feet; thence North 72°41'25" West, 24.00 feet to a point on the said easterly line; thence along said easterly line, South 17°18'35" West, 102.00 feet leaving said easterly line; thence North 72°41'25" West, 133.33 feet; thence South 17°18'35" West, 18.00 feet to a point on the southerly line of said lease parcel A; thence along said southerly lease line, North 72°41'25" West, 117.00 feet leaving said southerly line; thence along the westerly line of said lease parcel A, North 17°18'35" East, 260.00 feet to the point of beginning.

Containing 64,686 square feet or 1.48 acres, more or less.

The basis of bearings for this description is Nevada State Plane, West Zone.

As shown on Exhibit C, attached hereto and made a part hereof.

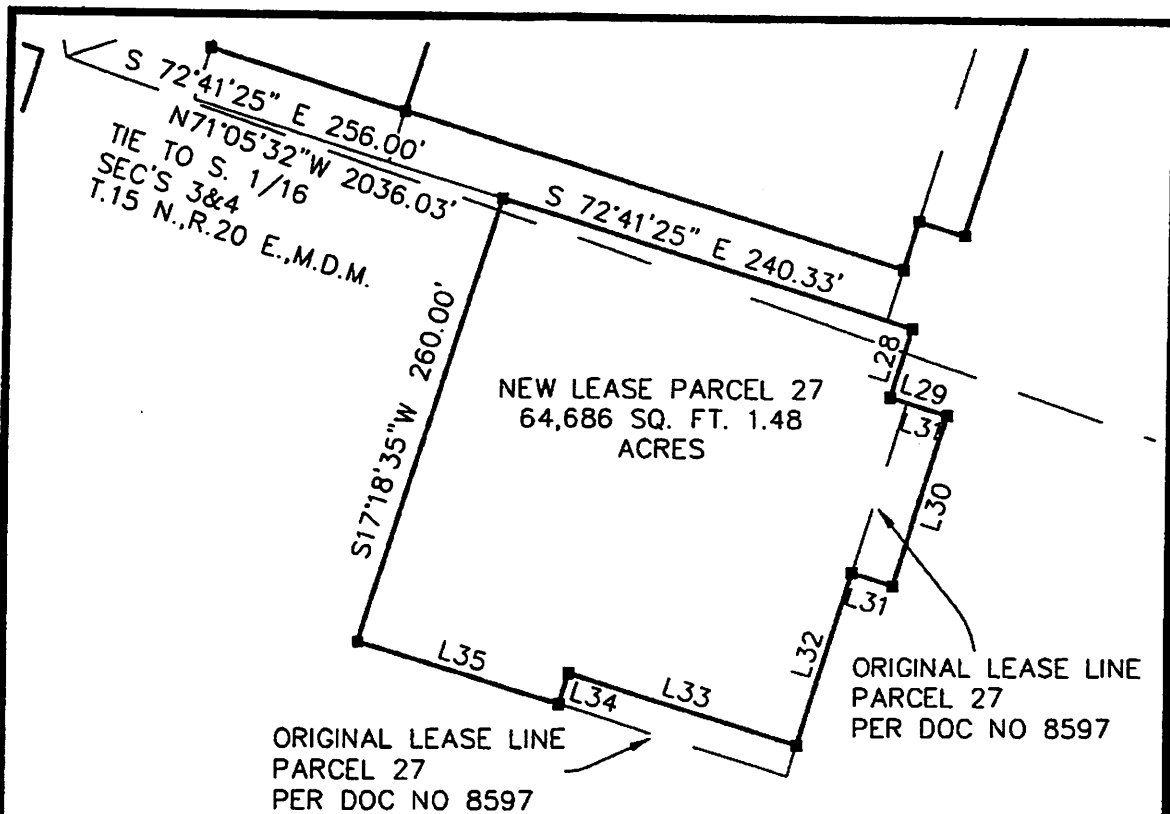


May 21, 2010

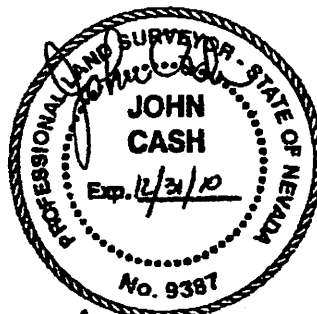
555 Double Eagle Court, Suite 2000 Reno, Nevada 89521 Telephone: 775/828-1622 Fax: 775/828-1826

404187





LINE TABLE		
LINE	LENGTH	BEARING
L28	40.00	S17°18'35"W
L29	34.00	S72°41'25"E
L30	100.00	S17°18'35"W
L31	24.00	N72°41'25"W
L32	102.00	S17°18'35"W
L33	133.33	N72°41'25"W
L34	18.00	S17°18'35"W
L35	117.00	N72°41'25"W



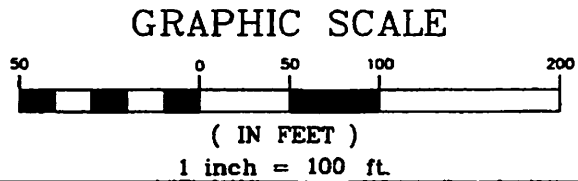
May 21, 2010

EXHIBIT TO ACCOMPANY  
 LEGAL DESCRIPTION

EL AERO  
 NEW LEASE PARCEL 27  
 EXHIBIT C

SHEET: 1 OF 1  
 SCALE: 1" = 100'  
 APPROVED: MEB  
 DATE: 05/21/10

**PBSJ**  
 555 Double Eagle Court  
 Suite 2000  
 Reno, Nevada 89521  
 Telephone: 775/828-1622  
 Fax: 775/828-1826  
 ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES



April 27, 2010

JC

EXHIBIT A/6  
NEW LEASE PARCEL 22  
CARSON CITY AIRPORT  
LEGAL DESCRIPTION

A of portion of El Aero Services, Inc. lease parcel B as recorded in the Second Addendum to Airport Lease el Aero Services, File No. 000 93911 of the Carson City Recorder's Office and located within a portion of the North one-half of the Southeast one-quarter of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

Commencing at the South one-sixteenth corner of said Section 4; thence North 71°05'32" West 2036.03 feet; thence South 72°41'25" East, 189.00 feet to the southwest corner of said lease parcel B; thence along the westerly line of said lease parcel, North 17°18'35" East, 30.00 feet to the TRUE POINT OF BEGINNING of this description;

thence continuing along the westerly line of said lease parcel the following three courses;

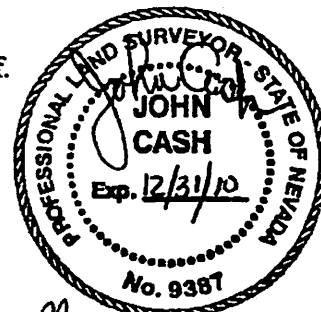
- 1) North 17°18'35" East, 242.23 feet;
- 2) South 72°41'25" East, 114.00 feet;
- 3) North 17°18'35" East, 42.37 feet leaving said westerly line;

thence South 76°00'00" East, 178.63 feet to a point on the easterly line of said lease parcel; thence along said easterly line, South 17°18'35" West, 83.36 feet; thence leaving said easterly line, South 72°41'25" East, 39.05 feet; thence South 16°47'12" West, 15.35 feet; thence South 63°13'11" West, 16.64 feet; thence South 17°23'46" West, 156.33 feet; thence North 72°41'25" West 27.00 feet to a point said easterly lease line; thence along said easterly line, South 17°18'35" West, 28.28 feet; thence leaving said easterly line, North 72°41'25" West, 292.33 feet to the point of beginning.

Containing 84,511 square feet or 1.94 acres, more or less.

The basis of bearings for this description is Nevada State Plane, West Zone.

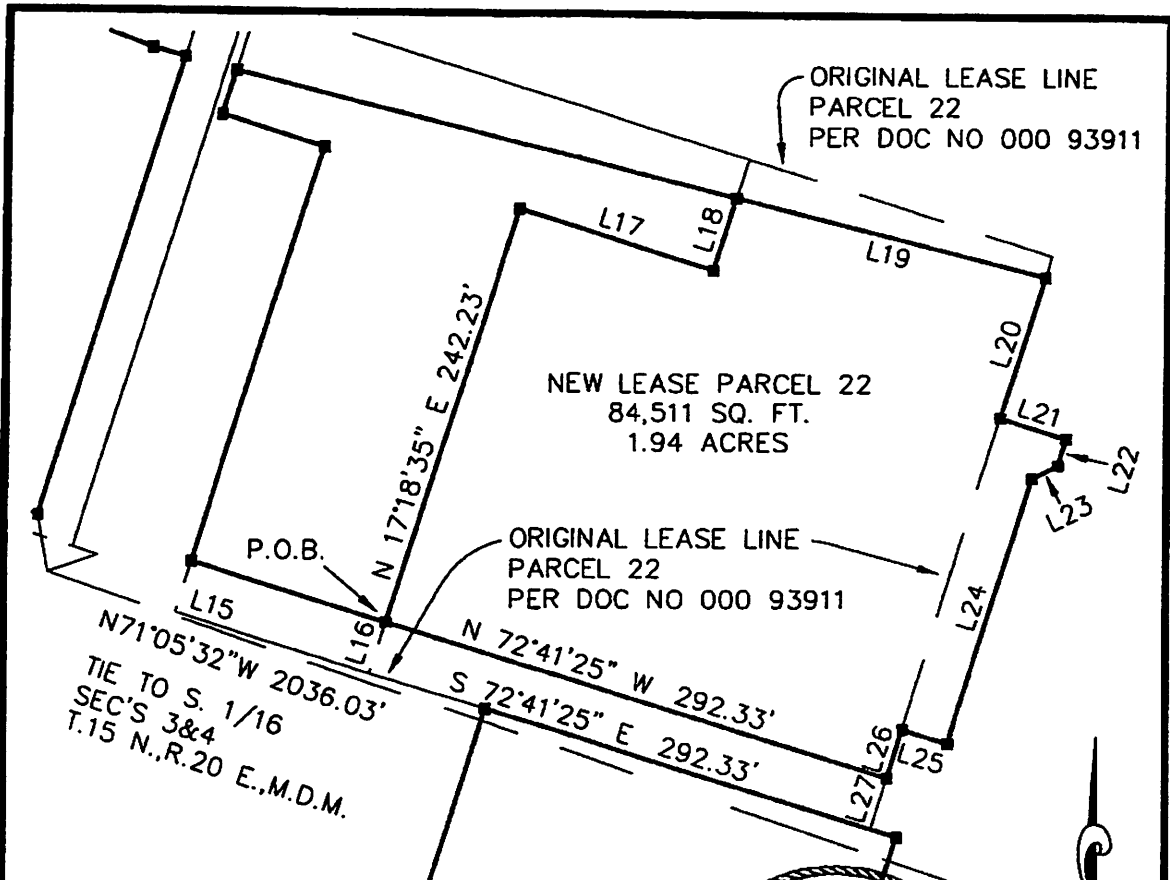
As shown on Exhibit A, attached hereto and made a part hereof.



May 21, 2010

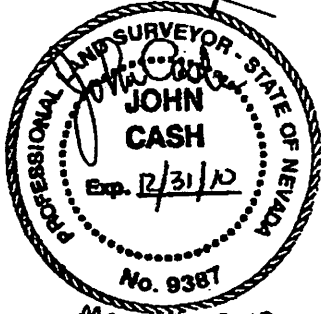
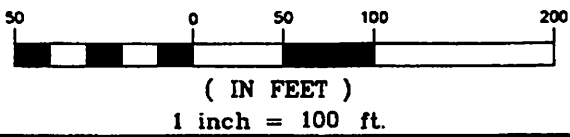
555 Double Eagle Court, Suite 2000 Reno, Nevada 89521 Telephone: 775/828-1622 Fax: 775/828-1826

404187




LINE TABLE		
LINE	LENGTH	BEARING
L15	189.00	S72°41'25"E
L16	30.00	N17°18'35"E
L17	114.00	S72°41'25"E
L18	42.37	N17°18'35"E
L19	178.63	S76°00'00"E
L20	83.36	S17°18'35"W
L21	39.05	S72°41'25"E
L22	15.35	S16°47'12"W
L23	16.64	S63°13'11"W
L24	156.33	S17°23'46"W
L25	27.00	N72°41'25"W
L26	28.28	S17°18'35"W
L27	30.00	S17°18'35"W

**GRAPHIC SCALE**



May 21, 2010  
 EXHIBIT TO ACCOMPANY  
 LEGAL DESCRIPTION

EL AERO	
NEW LEASE PARCEL 22	
EXHIBIT A	
SHEET:	1 OF 1
SCALE:	1" = 100'
APPROVED:	MEB
DATE:	05/21/10
	
<small>555 Double Eagle Court          Suite 2000          Reno, Nevada 89521          Telephone: 775/328-1622          Fax: 775/828-1828</small>	
<small>ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES</small>	