



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** May 7, 2020

**Staff Contact:** Stephanie Hicks, Deputy City Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization of a proposed lease amendment between the Carson City Airport Authority (CCAA) and Trimotor, LLC (APN 005-011-75, Lease Parcel 35-B) to expand the existing Trimotor, LLC leasehold at the Carson City Airport by an additional 9,287 square feet (sf) for a new total leasehold of 53,372 sf, at a base lease rental amount of \$0.24/sf/year for the additional leasehold area (\$2,228.88/yr or the equivalent of \$185.74/month) commencing on May 1, 2020 and subject to the CPI increases set forth in the lease agreement executed in July 2011 and recorded as Document No. 414361 and further renewed on January 26, 2017 until December 31, 2066 and recorded as Document No. 471848. (Kenneth Moen, kmoen@flycarsoncity.com)

**Staff Summary:** In May 2018, Trimotor, LLC proposed an increase in its existing leasehold area to accommodate the expansion of an aircraft apron as an additional aircraft staging area. Trimotor, LLC has completed a survey of the proposed area, 580 sf of which is leased by Sierra Mountain Airpark North, LLC (APN 005-011-76, Lease Parcel 37) and 8,707 sf of which is owned by Carson City. This item is for the Board of Supervisors to authorize the CCAA to enter into a lease amendment with Trimotor, LLC for Trimotor, LLC to lease the additional total area of 9,287 sf, if the Board also authorizes the CCAA under a different agenda item of this meeting to enter into a separate lease amendment between the CCAA and Sierra Mountain Airpark North, LLC whereby Sierra Mountain Airpark North, LLC reduces its leasehold area by 580 sf to accommodate the leasehold expansion proposed by Trimotor, LLC.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

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### **Proposed Motion**

I move to authorize the lease amendment as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

N/A

### **Background/Issues & Analysis**

Trimotor, LLC is the assignee of the original lease initially executed between Wayne Brooks and the CCAA in July 2011. The current leasehold, identified as 2963 Arrowhead Drive (005-11-75, Lease Parcel 35-B on the CCAA Lease Parcel Map), comprises 45,085 sf. Trimotor, LLC is a long-term tenant in good standing with the CCAA and is requesting an increase in its leasehold area by an additional 9,287 sf for a new total leasehold area of 54,372 sf to accommodate the expansion of an aircraft apron. Of the additional 9,287 sf identified by

Trimotor, LLC, 580 sf is leased by Sierra Mountain Airpark North, LLC (APN 005-011-76, Lease Parcel 37) and the remainder is owned by Carson City and unleased. Sierra Mountain Airpark North, LLC is agreeable to a leasehold reduction in the amount of 580 sf to accommodate Trimotor, LLC's leasehold increase proposal, and that proposed lease amendment for the reduction in leasehold area is under a different agenda item for this meeting. This proposed lease amendment between CCAA and Trimotor, LLC is consistent with the CCAA's strategic plan to grow lease revenue on a year-to-year basis.

A copy of the existing lease agreement between the CCAA and Trimotor, LLC with legal description and exhibit is included as supporting material.

**Applicable Statute, Code, Policy, Rule or Regulation**

The Airport Authority Act for Carson City, Chapter 844 Statutes of Nevada 1989

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?**

**Explanation of Fiscal Impact:**

**Alternatives**

Do not authorize the lease amendment.

**Attachments:**

[Trimotor Lease Amendment1.pdf](#)

[2017 01 26 CC Airport - Trimotor lease extension doc 471848.pdf](#)

[2011 08 05 CC Airport - Trimotor lease assignment doc 414361.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

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

APN 005-011-75

AIRPORT LEASE AMENDMENT

This AIRPORT LEASE AMENDMENT (“AMENDMENT”), effective May 7, 2020, is hereby entered into by and between the CARSON CITY AIRPORT AUTHORITY (“LANDLORD”), whose address is 2600 College Parkway #6, Carson City, Nevada 89706, and TRI-MOTOR, LLC, a Nevada limited liability company (“TENANT”), whose address is P.O. Box 570337, Las Vegas, Nevada 89157.

WITNESSETH:

WHEREAS, TRI-MOTOR, LLC is the tenant under a lease agreement between LANDLORD and TENANT, having been assigned the lease from Wayne Brooks as approved by the LANDLORD in July 2011, recorded as Document No. 414361 on August 5, 2011 (“LEASE”); and

WHEREAS, TENANT and LANDLORD extended the term of the LEASE in December 2016, recorded with the Carson City Recorder as Document No. 471848 on January 26, 2017, pursuant to NRS 496.080 (aircraft storage lease extension); and

WHEREAS, the current leasehold is identified as 2963 Arrowhead Drive (005-011-75, Lot 35 on the LANDLORD Lease Parcel Map) and is 45,085 square feet (sf) in size; and

WHEREAS, the term of the LEASE ends on December 31, 2066; and

WHEREAS, TENANT is currently paying to LANDLORD a base rental amount of \$0.125/sf/yr per the CPI adjustment made on January 1, 2019 and subject to the CPI increases set forth in the LEASE occurring on two-year anniversaries of each new LEASE term; and

WHEREAS, TENANT wishes to enlarge its leasehold to accommodate the expansion of an aircraft apron for additional aircraft staging area; and

WHEREAS, TENANT has completed a survey of the affected airport area and is requesting to lease an additional 9,287 sf for the construction of concrete apron area for a total revised leasehold area of 54,372 sf; and

WHEREAS, the legal description of the additional leasehold area comprised of APN 005-011-75 and a portion of APN 005-011-01 and APN 005-011-76 is attached hereto as “Exhibit A”; and

WHEREAS, TENANT has coordinated aircraft apron expansion with the adjacent leasehold (Lot 37) to the south of the area described; and

THEREFORE, to facilitate the additional leasehold area, LANDLORD and TENANT hereby agree as follows:

1. **TERM.** The LEASE term shall be unchanged by this AMENDMENT, ending on December 31, 2066;
2. **RENT.** TENANT shall pay to LANDLORD a new base rental amount of \$0.24/sf/yr for the additional 9,287 sf (i.e. \$2,228.88/yr, or equivalently \$185.74/month) commencing on May 1, 2020 and subject to the CPI increases set forth in the LEASE occurring on two-year anniversaries of each new LEASE term.
3. All other LEASE terms remain unchanged by this AMENDMENT.

TENANT  
TRI-MOTOR LLC  
A Nevada limited liability company

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

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MICHAEL GOLDEN, CHAIRMAN

ATTEST:

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JON ROGERS, TREASURER

STATE OF NEVADA )  
: ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_, Manager of TRI-MOTORS, LLC, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same 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 hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the AMENDMENT, and the right and authority of the LANDLORD to enter into the AMENDMENT with TENANT.

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

CITY'S LEGAL COUNSEL  
Approved as to form.

\_\_\_\_\_  
AUBREY ROWLATT, Clerk/Recorder

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

AIRPORT AUTHORITY COUNSEL  
Approved as to form

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

# EXHIBIT A

EXHIBIT "A"  
LEGAL DESCRIPTION  
NEW LEASE PARCEL 35-B  
APN 005-011-75 AND A PORTION OF APN 005-011-01 AND APN 005-011-76

All of Lease Parcel 35-B described in Assignment of Ground Lease File No. 414361, recorded August 5, 2011, Carson City Records, and a portion of the Caron City Airport Authority parcel located adjacent to and south of said Lease Parcel 35-B, and a portion of Lease Parcel 37 described in Carson City Airport Lease Agreement File No. 239314, recorded August 25, 1999, in said Carson City Records, located within a portion of the Southeast Quarter of Section 33, Township 16 North, Range 20 East, MDM, being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 33;

thence North  $74^{\circ}23'49''$  West a distance of 260.45 feet to the Southeast corner of said Lease Parcel 35-B and being the **POINT OF BEGINNING**;

thence along the South boundary of Lease Parcel 35-A described in Carson City Airport Lease Agreement File No. 239344, recorded August 26, 1999, Carson City Records South  $89^{\circ}26'31''$  East a distance of 15.55 feet;

thence departing said South boundary South  $01^{\circ}00'00''$  West a distance of 65.89 feet;

thence North  $89^{\circ}26'31''$  West a distance of 2.50 feet;

thence from a tangent which bears North  $00^{\circ}33'29''$  East, along a circular curve to the left with a radius of 27.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 42.41 feet;

thence North  $89^{\circ}26'31''$  West a distance of 48.16 feet to a point on the East boundary of said Lease Parcel 37;

thence departing said East boundary North  $89^{\circ}26'31''$  West a distance of 145.00 feet to a point on the West boundary of said Lease Parcel 37;

thence departing said West boundary North  $89^{\circ}26'31''$  West a distance of 10.03 feet;

thence North  $00^{\circ}44'54''$  East a distance of 38.89 feet to the Southwest corner of said Lease Parcel 35-B;

thence along the West boundary of said Lease Parcel 35-B North  $00^{\circ}44'54''$  East a distance of 197.72 feet to the Northwest corner of said Lease Parcel 35-B;



thence along the North boundary of said Lease Parcel 35-B from a tangent which bears North 77°42'45" East, along a circular curve to the right with a radius of 425.00 feet and a central angle of 12°50'44" an arc length of 95.28 feet;

thence South 89°26'31" East a distance of 123.99 feet to the Northeast corner of said Lease Parcel 35-B;

thence along the East boundary of said Lease Parcel 35-B South 01°00'00" West a distance of 208.37 feet to the **POINT OF BEGINNING**.

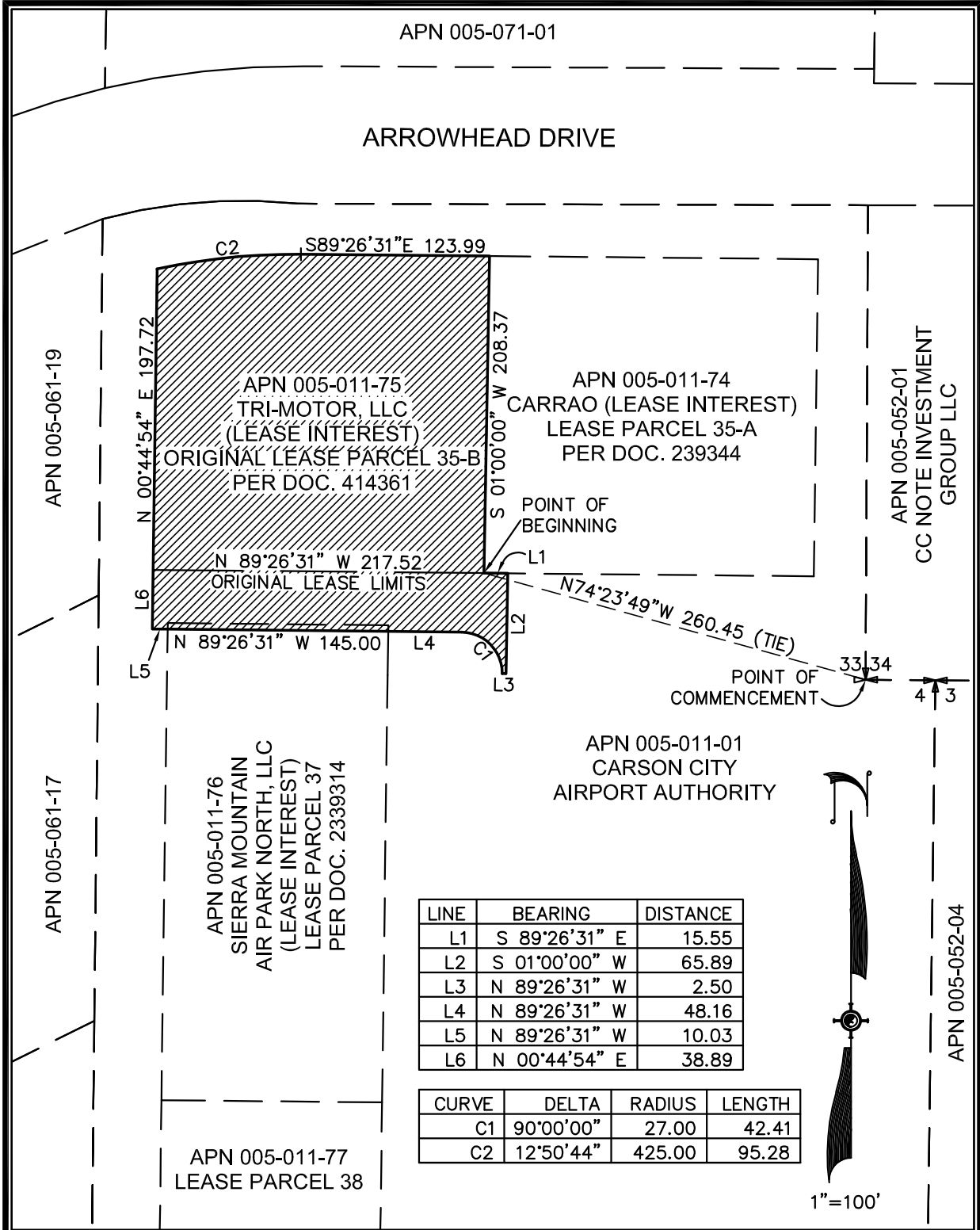
Said parcel contains an area of approximately 54,372 square feet.

**BASIS OF BEARINGS:** Amended Official Plat of Carson City Industrial Airpark, Map Number 363, recorded December 14, 1971 as File Number 98759, in the official records of Ormsby County, Nevada.

Description Prepared By:  
Ryan G. Cook, PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Ave.  
Reno, NV 89523  
775-747-8550

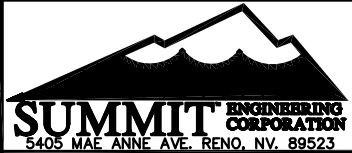


11-22-2019

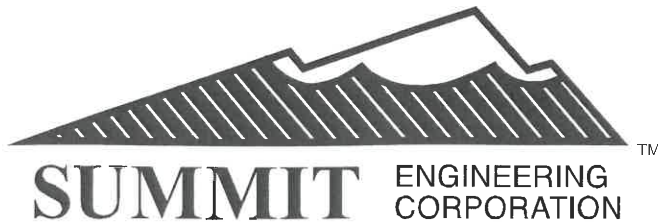


**EXHIBIT "B"**  
**DISPLAY TO ACCOMPANY**  
**LEGAL DESCRIPTION**

1" = 100'  
 NEW LEASE PARCEL 35-B  
 APN 005-011-75 AND  
 POR 005-011-01 & -76



SHEET  
 1  
 OF  
 1



February 27, 2020

To: Carson City Airport  
Attn: Kenneth G. Moen, Airport Manager  
2600 College Parkway #6  
Carson City, NV 89706  
(775) 841-2255  
kmoen@flycarsoncity.com

Re: Areas of Lease parcels APN 005-011-75 & 005-011-76

Mr. Moen,

Summit Engineering has previously prepared and provided the November 22, 2019 dated legal descriptions and graphical displays for New Lease 35-B and New Lease 37-B. The following is a summary of the original lease's new areas of these two lease parcels:

APN 005-011-75: Tri-Motor LLC

Original Area of Lease Parcel 35 per Document No. 414361 = 45,085 square feet  
New Area of New Lease Parcel 35-B per 11/22/2019 Legal Description = 54,372 square feet  
Increase of an Area of 9,287 square feet

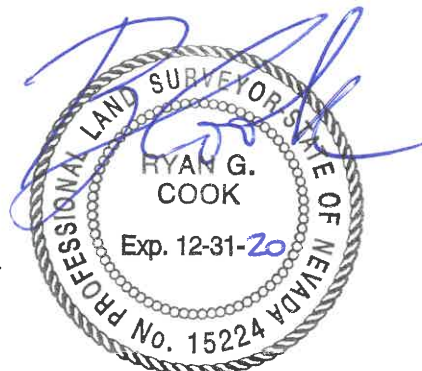
APN 005-011-76: Sierra Mnt Air Part North et al

Original Area of Lease Parcel 37 per Document No. 239314 = 45,457 square feet  
New Area of New Lease Parcel 37-B per 11/22/2019 Legal Description = 44,877 square feet  
Decrease of an Area of 580 square feet

If I can be of further assistance, please call me at (775) 787-4316 or ryan@summitnv.com.

Sincerely,

Ryan Cook, PLS, WRS, CFedS  
Vice President & Surveying Department Manager  
**SUMMIT ENGINEERING CORPORATION**



2-27-2020

APN 005-011-75

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
**CARSON CITY CLERK TO  
THE BOARD**  
**2017 JAN 26 AM 8:45**  
FILE NO. 471848  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEES NC DEP RR

FOR RECORDER'S USE ONLY

Amendment to Carson City lease Agreement (Tri-Motor LLC)  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

Kathleen King  
Signature

\_\_\_\_\_  
Print Name & Title

WHEN RECORDED MAIL TO:

cc clerk

885 E. Musser St. Ste. 1032

cc, NV 89701

~  
471848

**AMENDMENT TO  
CARSON CITY AIRPORT LEASE AGREEMENT  
(TRI-MOTOR LLC)**

This lease amendment is made this 21 day of December, 2016, between Carson City, the Carson City Airport Authority (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and Tri-Motor, LLC, a Nevada limited liability company (hereinafter referred to as Tenant), whose address is P.O. Box 570337, Las Vegas, Nevada 89157.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to extend the term of the lease recorded with the Carson City Recorder as Document No 239343, assigned to Tenant in Document No 414361, pursuant to NRS 496.080, which permits leasing and renewals of aircraft storage leases based upon an appraisal conducted within the last 6 months; and

WHEREAS, the MAI appraisal within the last 6 months determined the lease value to be \$0.12/sqft/yr, and Tenant has agreed to increase its rent to that level; and

WHEREAS, Tenant has made (or is making) a one time donation of funds toward the Terminal Building restoration project in the amount of \$19,492.05, released immediately upon payment to the Airport Authority and not as payment of rent;

THEREFORE, Landlord and Tenant agree as follows:

1. TERM. The lease shall be renewed for a 50 year term, commencing on January 1, 2017, and ending on December 31, 2066.

2. RENT. Tenant shall pay to Landlord a new base rental amount of \$0.12/sqft/yr commencing on January 1, 2017 and subject to the CPI increases set forth in the lease occurring on 2 year anniversaries of the new lease term.

A. At the option of the Landlord, the rent rate may be adjusted to the appraised rate on January 1 of each 10 year anniversary of the new lease term. If the Landlord chooses to exercise the option, Landlord shall, at its expense, use an MAI certified appraiser, selected by the Landlord and Tenant from the Carson City Board of Supervisors' approved list of appraisers.

B. Tenant has invested funds for improvement and maintenance expenditures over term of the lease. Tenant shall continue to maintain and improve the property at a similar or greater rate, approximated as \$0.03/sqft/yr, averaged over a 10 year period.

(45,084 sqft x .03 x 10= \$13,525). Upon each 10 year anniversary of January 1, 2017, the Tenant shall report on its improvements to, and maintenance on, the leasehold made during the 10 year period. Upon request, Tenant shall provide supporting documentation of such Tenant expenditures to ensure that the facility is being maintained in the same fashion, i.e. same good condition as currently held, normal wear and tear excepted.

C. In the event that the leasehold use is modified to allow for FBO use beyond aircraft storage, then the lease rate shall convert to the ~~most recently~~ appraised lease rate for full FBO lots.

D. All other lease terms remain unchanged.

TENANT  
TRI-MOTOR LLC  
A Nevada limited liability company

*John Mayes*  
*John Mayes*  
*John Mayes*, Manager

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

*Linda Chandler-Law*  
*Linda Chandler-Law*  
LINDA CHANDER-LAW, CHAIRMAN

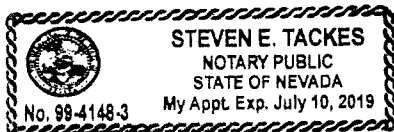
ATTEST:

*Maurice White*  
*Maurice White*  
MAURICE WHITE, TREASURER

STATE OF NEVADA )  
 ) : SS  
COUNTY OF CARSON CITY )

On this 21st day of Dec, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN MAYES / E., Manager of TRI-MOTOR, LLC, known to me to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same 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 hereinabove written.



*Steven E. Tackes*  
\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

471848

CARSON CITY

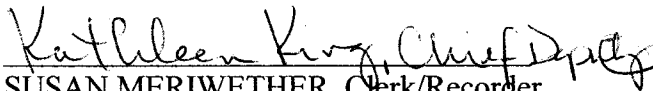
The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease amendment, and the right and authority of the Authority to enter into the lease amendment with Tenant.

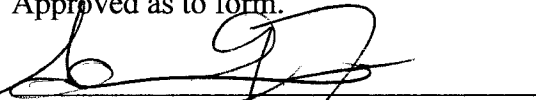
Approved by the Board of Supervisors this 5<sup>th</sup> day of January, 2017.

  
ROBERT L. CROWELL, Mayor

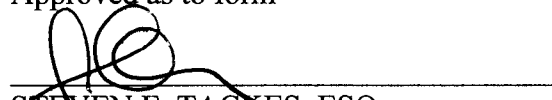
ATTEST:

CITY'S LEGAL COUNSEL  
Approved as to form.

for.   
Kathleen King, Chief Deputy  
SUSAN MERIWETHER, Clerk/Recorder

  
DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL  
Approved as to form

  
STEVEN E. TACKES, ESQ.

471848

APN: 005-011-75

Recording Requested By:

When recorded return to:

Tri-Motor, LLC  
P.O. BOX 570337  
LAS VEGAS, NV 89157

RECORDED AT THE REQUEST OF  
NORTHERN NEVADA TITLE CC  
08/05/2011 01:45PM  
FILE NO. 414361  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$70.00 DEP JLI

ASSIGNMENT OF GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND LANDLORD'S CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND LANDLORD'S CONSENT ("Assignment"), is executed as of July 14, 2011, and effective as of the Effective Date (as defined below), by and among WAYNE BROOKS ("Assignor"), TRI-MOTOR, LLC, a Nevada limited liability company ("Assignee"), and CARSON CITY AIRPORT AUTHORITY ("Landlord").

- A. Assignor and Landlord entered into that certain Carson City Airport Lease Agreement effective as of the Effective Date (as amended, the "Ground Lease") between Carson City Airport Authority ("Landlord") attached hereto as Exhibit "A", pursuant to which Landlord agreed to lease to Assignor and Assignor agreed to lease from Landlord those certain real property and appurtenant rights identified therein (the "Leased Premises").
- B. Pursuant to numbered section 9 of the Ground Lease, Landlord's prior written consent is required for any assignment of Assignor's interest the Ground Lease.
- C. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (as amended the ("Purchase Agreement"), dated as of June 22, 2011 by and among Assignor as "Seller" and Assignee, as "Purchaser", at the Closing (as defined in the Purchase Agreement), Assignor shall assign and transfer to Assignee all of Assignor's right, title and interest, in and to the Leased Premises and the Ground Lease. The Closing Date as used herein shall have its meaning as set forth in the Purchase Agreement.
- D. Landlord has agreed to the assignment of the Ground Lease from Assignor to Assignee, upon the terms and conditions set forth herein.

NO, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, as tenant, in, to and under the Ground Lease, to be effective from and after the Closing.
2. Assumption. Assignee hereby assumes all of Assignor's obligations in, to and under the Ground Lease first accruing after the Closing, to be effective upon the Closing.



3. Indemnification. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability resulting from any breach by Assignee of its obligations as tenant under the Ground Lease occurring after the date of the Closing. Assignor hereby agrees to indemnify, defend and hold Assignee harmless with respect to any loss or liability resulting from any breach by Assignor of its obligations as tenant under the Ground Lease occurring up to and including the date of Closing.

4. Miscellaneous. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be one instrument. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Nevada. If any action or proceeding is commenced by either party with respect to this Assignment, the prevailing party in such action or proceeding shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorney's fees and costs. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

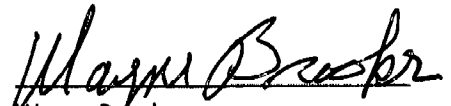
5. Effective Date of Assignment. This Assignment shall be effective as of the date the Carson City Airport Authority executes this Assignment and records this Assignment at the Carson City Records Office ("Effective Date"). In the event the Closing does not occur for any reason whatsoever, this Assignment shall be null and void and no longer effective.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

  
Wayne Brooks

TRI-MOTOR, LLC  
a Nevada limited liability company

\_\_\_\_\_  
By: John Seibold  
Title: \_\_\_\_\_

CONSENTED TO BY:

CARSON CITY AIRPORT AUTHORITY

\_\_\_\_\_  
BY: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF California )

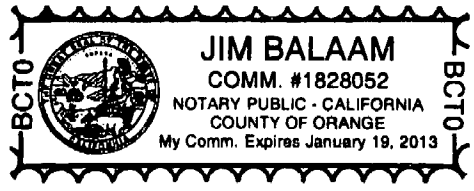
) ss.

COUNTY OF ORANGE )

On this 15<sup>th</sup> day of July, 2011, personally appeared before me a Notary Public in and for ORANGE County, State of California, WAYNE BROOKS known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )

) ss.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me a Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_, \_\_\_\_\_ known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )

) ss.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me a Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_, \_\_\_\_\_ known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

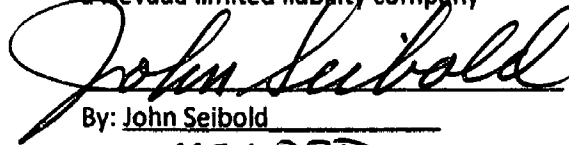
IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

\_\_\_\_\_  
Wayne Brooks

TRI-MOTOR, LLC  
a Nevada limited liability company

  
By: John Seibold  
Title: MEMBER

CONSENTED TO BY:

CARSON CITY AIRPORT AUTHORITY

\_\_\_\_\_  
BY: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA )

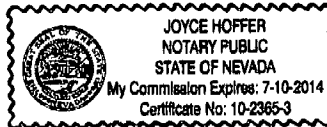
) ss.

COUNTY OF Carson City

On this 14 day of July, 2011, personally appeared before me a Notary Public in and for Carson City County, State of NEVADA, John Rudolph Seibold known to me to be the person is described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )

) ss.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me a Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_, \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )

) ss.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me a Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_, \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Wayne Brooks  
Wayne Brooks

TRI-MOTOR, LLC  
a Nevada limited liability company

\_\_\_\_\_  
By: John Seibold  
Title: \_\_\_\_\_

CONSENTED TO BY:

CARSON CITY AIRPORT AUTHORITY

Harlow Norvell  
By: Harlow Norvell  
Title: CHAIRMAN

CARSON CITY

Approved by the Board of Supervisors this 4<sup>th</sup> day of August, 2011.



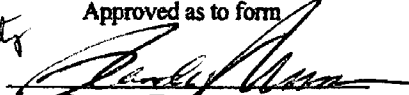
ROBERT L. CROWELL, MAYOR

ATTEST:

CITY'S LEGAL COUNSEL

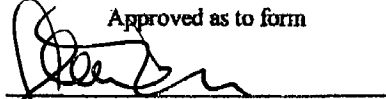
Approved as to form

for: Kathleen King Deputy  
By: ALAN GLOVER,  
Carson City Clerk  
KATHLEEN KING

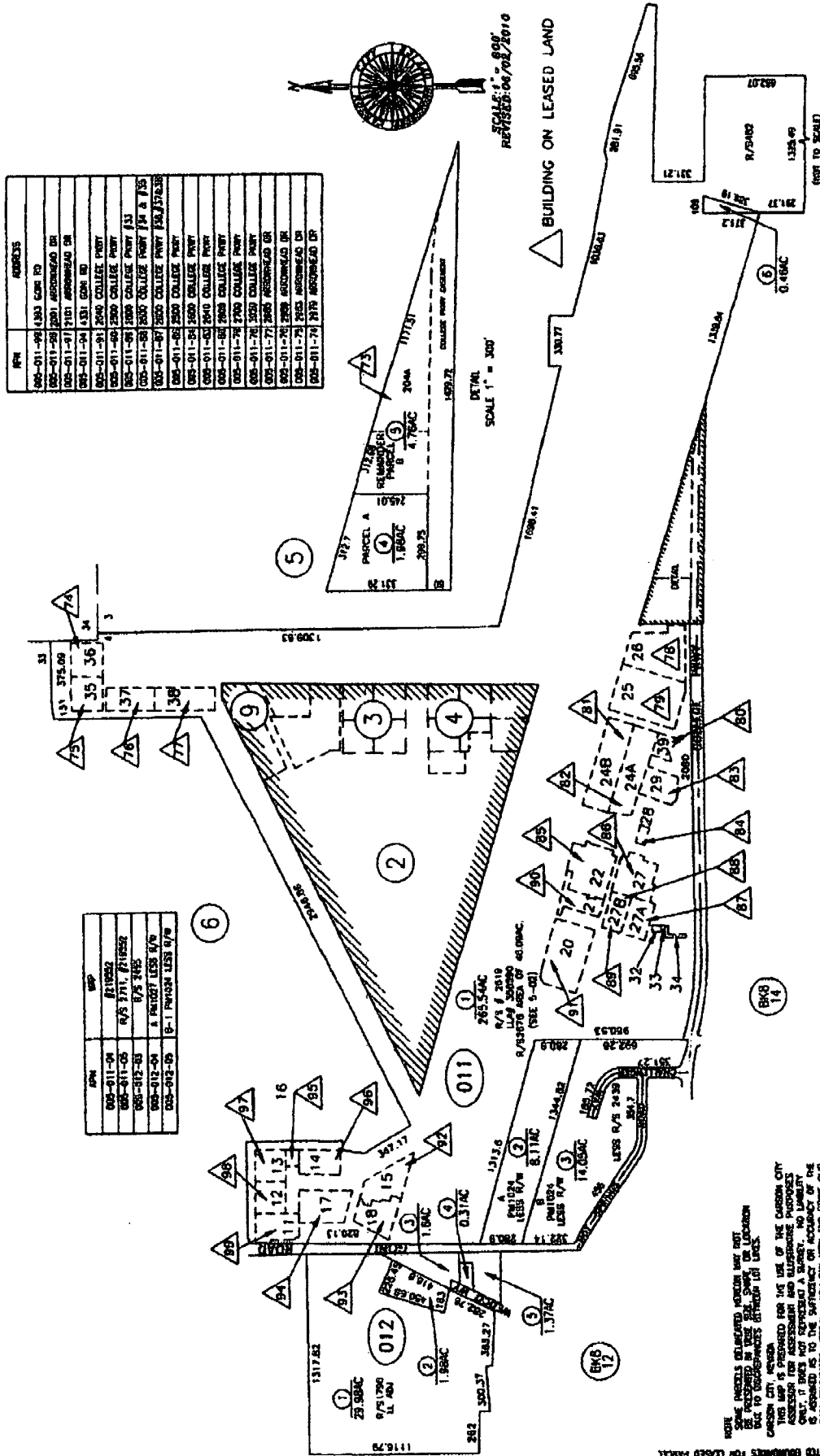
  
By: RANDY MUNN, CDDA

AIRPORT AUTHORITY COUNSEL

Approved as to form

  
By: STEVEN E. TACKES  
AIRPORT COUNSEL

PORTION SECTION 4. & PORTION SECTION 5 T.15 N., R. 20 E., M.D.B. & M.



APN	ADDRESS
005-011-04	4303 GOM RD
005-011-05	2601 ARROWHEAD DR
005-011-06	7101 ARROWHEAD DR
005-011-07	4301 GOM RD
005-011-08	2600 COLLEGE PARK
005-011-09	2600 COLLEGE PARK
005-011-10	2600 COLLEGE PARK #1
005-011-11	2600 COLLEGE PARK #2 & #3
005-011-12	2600 COLLEGE PARK #4 & #5
005-011-13	2600 COLLEGE PARK
005-011-14	2600 COLLEGE PARK
005-011-15	2600 COLLEGE PARK
005-011-16	2700 COLLEGE PARK
005-011-17	2600 ARROWHEAD DR
005-011-18	2600 ARROWHEAD DR
005-011-19	2700 ARROWHEAD DR

APN	MAP
005-011-04	B-110552
005-011-05	R/S 1/11, B-110552
005-011-06	R/S 2/5, B-110552
005-011-07	A-110557 LESS R/W
005-011-08	B-110557 LESS R/W

NOTE: SOME PARCELS DELINEATED HEREON MAY NOT BE RECORDED IN THE PUBLIC BOOKS OF THE CLERK OF THE COUNTY OF NORTHERN NEVADA. THE USER OF THIS SURVEY AND ALLEGED PROPOSED ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELIVERED HEREON. YOU CAN VERIFY AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT [www.northern-tile.com](http://www.northern-tile.com).

Northern Nevada Title Company does not represent this plat as a survey of the land indicated hereon, although believed correct, no liability is assumed as to the accuracy thereof.



**EXHIBIT A**  
**Carson City Airport Lease Agreement**

## CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 30<sup>th</sup> day of March 1997, between the Carson City Airport Authority (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, and Wayne Brooks (hereinafter referred to as Brooks or Tenant), whose address is 15312 Connector Road, Huntington Beach, CA92649.

### WITNESSETH:

WHEREAS, the Brooks is the principal of J.E. Pistons and currently leases from Landlord certain ground space for Brooks's hangar and ramp area pursuant to a lease recorded October 21, 1994, as Document No. 000168289, which lease also includes ground space for a hangar and ramp area held by Corrao Incorporated of Reno whose principal is Lud Corrao; and

WHEREAS, Brooks and Corrao desire to split the ground lease into two to coincide with their respective hangars with joint use of common ramp areas, and to have the leases reflect the ownership by the principals; and

WHEREAS, the terms of this lease (except for the split of tenants and area) are a restatement of, and will be a replacement for, the earlier lease.

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 (premises), and the appurtenant rights included in Paragraph 8. Corrao and Brooks shall also have joint use of the ramp areas common to their respective leaseholds.

2. TERM. The term is fifty (50) years commencing October 24, 1994.

3. RENT. Tenant shall pay to Landlord:

239343

A. \$3,564.88 dollars per year; calculated as base rates of \$0.102 per square foot per year for area 35B and \$0.04 for the clear area or \$0.075 per square foot per year for the entire leased area (45,084 sq. ft.), and increased by 5.9% CPI as of January 1 1997. Rent shall be payable monthly with the first year's payment due in advance and with payments thereafter due on the first day of each month.

b. 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. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 1995, during the term of this Lease. Such adjustment of rental shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the Price Index) for the preceding two year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency. LESSOR shall measure each two year adjustment using the most recently available report recognizing that it may be necessary to use a 2 year period with a final quarter ending prior to each December 31 adjustment date. In no event, however, shall any decrease in the Consumer Price Index result in a decrease of the rental below the base rate. For example, if the CPI for December 1996 is 155.0 (1982-1984=100) and for December 1994 is 150.0, then the rent would be adjusted by the difference (155.0-150.0) divided by 150.0 which equals a 3.3% increase.

5. IMPROVEMENTS. Tenant has completed the construction schedule.

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

239343

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

239343

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, Tenant 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 unimpair'd access to the premises at all times and a nonexclusive right to use the taxiway area between premises and runway. Tenant shall be responsible for, and control the access to,

239343

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,

239343



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

239343

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

239343

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 306a 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.

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

2393-13

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 and Carson City must be named as additional

insureds and requires that the insurance carrier underwriting such coverage give the Landlord and Carson City 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, Carson City, their 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.

The Tenant further agrees to indemnify Landlord and Carson City from environmental liability for contamination or damage to the premises and any adjacent area to the premises.

Landlord, Carson City, their 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.

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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 assessments against any building, 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, Carson City and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before regularly scheduled meetings of the Carson City Airport Authority and Carson City Board of Supervisors 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 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.

TENANT

  
WAYNE BROOKS

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
RON KITCHEN, CHAIRMAN

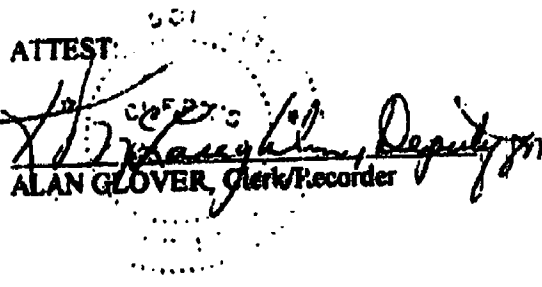
ATTEST:

  
TIM HOMAN, SECRETARY C.C.A.A.  
STEVE HELSBYMER, ~~VICE~~ CHAIRMAN

CARSON CITY

Approved by the Board of Supervisors this 19<sup>th</sup> day of Aug., 1999

  
RAY MASAYKO, Mayor

ATTEST:   
ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL  
Approved as to form.

  
DISTRICT ATTORNEY

239343

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

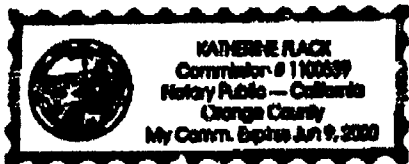
State of CALIFORNIA

County of ORANGE

On 11/20/98 before me, KATHERINE FLACK, Notary Public

personally appeared WAYNE BROOKS

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Katherine Flack  
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: \_\_\_\_\_



Exhibit A

**LEGAL DESCRIPTION**

**LEASE PARCEL 35-B**

All that certain parcel of land situate in the SE 1/4 of Section 33, T. 16 N., R. 20 E., M.D.M., Carson City, Nevada. Said parcel being more particularly described as follows:

**COMMENCING** at the SE corner of said Section 33;

**THENCE**, N 74°23'49" W, a distance of 260.45 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** N 89°26'31" W, a distance of 217.52 feet;

**THENCE** N 0°44'54" E, a distance of 197.72 feet to the beginning of a non-tangent curve to the right;

**THENCE** along a curve having a radius of 425.00 feet, arc length of 95.28 feet, delta angle of 12°50'44", a chord bearing of N 84°08'07" E, and a chord length of 95.08 feet;

**THENCE** S 89°26'31" E, a distance of 123.99 feet;

**THENCE** S 1°0'0" W, a distance of 208.37 feet; to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 45,085 square feet, more or less.

239343

**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.

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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 on 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.

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FILED FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
99 AUG 26 AM 10:35

FILE NO. 239343  
ALAN SILVER  
CARSON CITY RECORDER  
CLERK REP. *[Signature]*

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