



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** September 1, 2022

**Staff Contact:** Corey Jenkins, Airport Manager

**Agenda Title:** For Possible action: Discussion and possible action regarding a proposed sixth amendment (“Amendment”) to the lease agreement (“Lease”) between Mentors Unlimited, Inc. (“Mentors”) and the Carson City Airport Authority (“Airport”) concerning APN 005-011-88 that would (1) allow Mentors to continue operating under the Lease through December 8, 2034, and (2) increase the rental rate for the Lease to \$0.28 per square foot annually. (Steve Tackes, kcnvlaw.com; Corey Jenkins, cjenkins@flycarsoncity.com)

Staff Summary: The Lease was originally executed between Carson City and Mentors in 1987, then subsequently amended five times. Currently, the Lease will expire on December 8, 2024, and Mentors pays \$0.12 per square foot annually in rent. The Amendment would extend the Lease by 10 years, such that it expires on December 8, 2034, and it would increase the rental rate to \$0.28 per square foot annually.

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

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### **Proposed Motion**

I move to approve the Amendment as presented.

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

Economic Development

### **Previous Action**

May 21, 1987 – The Board of Supervisors (“Board”) approved the Lease between Carson City and Mentors for a base rent of \$0.05 per square foot annually at the Carson City Airport.

December 5, 2002 – The Board approved the fourth amendment to the Lease with Mentors, reducing the size of Mentors’ leasehold, and approved a separate lease on identical terms to the Byard Family Trust for the area removed from the Lease with Mentors.

May 15, 2014 – The Board approved the fifth amendment to the Lease with Mentors, again reducing the area leased by Mentors and approving a separate lease for that area to Dennis Buehn.

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

On May 21, 1987, the City leased 1.4385 acres (62,660 square feet) of Carson City Airport land to Mentors through the Lease, recorded on May 22, 1987 as Document No. 58641, for an initial term of 30 years with a provision allowing the Lease’s term to be extended by 10 years upon mutual agreement. Base rent under the Lease was \$0.05 per square foot per year with adjustments every five years based on the Consumer Price Index (“CPI”). The Lease included the use of public runways, taxiways and ramps in common with other users.

On November 30, 1992, the Airport, as successor to Carson City, executed the first amendment to the Lease, which was recorded on February 17, 1993 as Document No. 140253, to adjust the rent from \$0.05 to \$0.062 per square foot annually, effective December 1, 1992, and to require CPI adjustments every two years.

On February 10, 1994, the Airport executed the second amendment to the Lease, recorded on May 13, 1994 as Document No. 161511, to enlarge the boundaries of the leased area to 1.6 acres (69,890 square feet) to facilitate access for emergency vehicles.

On December 8, 1994, the Airport executed the third amendment to the Lease, recorded on December 19, 1994 as Document No. 170359, to permit certain activities and extend the term of the Lease by 30 years from the date of the third amendment, with the option to extend the Lease's term by an additional 10 years upon mutual agreement. Additionally, the rent was adjusted from \$0.062 to \$0.071 per square foot annually.

On September 19, 2002, the Airport executed the fourth amendment to the Lease, recorded on December 6, 2002 as Document No. 288081, to reduce the area leased to 0.83 acres (36,150 per square) and make a corresponding reduction in the rent due.

On April 16, 2014, the Airport executed the fifth amendment to the Lease, recorded on June 4, 2014 as Document No. 444891, to reduce the area leased to 0.4855 acres (21,150 square feet) and make a corresponding reduction in the rent due.

Under the terms of the Airport Authority Act for Carson City (Chapter 844, Statutes of Nevada, 1989), leases of Airport land require approval of both the Airport Authority and the Board. At the July 20, 2022, Airport meeting, the Airport voted to approve the Amendment, such that (1) the Lease term, which was set to expire December 8, 2024, is extended by 10 years from that expiration date, and therefore expires under the Amendment on December 8, 2034; and (2) effective upon approval of the Amendment, Mentors' rental rate increases from \$0.12 to \$0.28 per square foot annually. That rent increase is based on a recent appraisal of similar property, establishing the current market rate for the property covered by the Lease.

Although the Amendment's first line states the Amendment is "made and entered into on this \_\_\_\_ day of May, 2022," the only two changes made by the Amendment take effect later, because (1) the 10-year extension does not commence until December 8, 2024; and (2) the rental rate increase is not triggered until the Amendment is approved. Therefore, there is no substantive impact to permitting the Amendment to have a retroactive date in May of 2022, because regardless of the date the Amendment purports to take effect, the extended term and rental rate increase take effect upon, or after, any approval by the Board of Supervisors.

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

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:** No City impact. Will generate revenue for the Airport.

**Alternatives**

Do not approve the proposed Amendment and redirect the matter to the Airport.

**Attachments:**

[Airport Lease\\_Doc#58641.pdf](#)

[Addendum to Airport Lease\\_Doc#140253.pdf](#)

[Second Addendum\\_Airport Lease\\_Doc#161511.pdf](#)

[Third Addendum\\_Airport Lease\\_Doc#170359.pdf](#)

[Fourth Addendum\\_Airport Lease\\_Doc#288081.pdf](#)

[Fifth Addendum\\_Airport Lease\\_Doc#444891.pdf](#)

[2022 05 22 Mentors Unlimited Sixth Amendment - Not Executed.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



1 for a term of thirty (30) years commencing on the date of execution of this  
2 Agreement. Upon further negotiation and if agreement as to terms is reached  
3 by both parties, then in that event the term of Lease may be extended for a  
4 period of ten (10) years.

5 III. IMPROVEMENTS:

6 LESSEE agrees and covenants to complete construction of building  
7 or buildings containing not less than 12,000 square feet on the premises on  
8 or before two (2) years from date of this Agreement. The building program  
9 schedule shall be within the following time frame:

10 (1) Total building and site plan shall be submitted within six (6)  
11 months of this Agreement with supporting financial funding data from a  
12 financial institution with their commitment to fund building one with  
13 further commitments submitted prior to subsequent scheduled construction;

14 (2) The building erection permit shall be acquired from Carson  
15 CITY Public Works Code Enforcement Division as needed. Said building or  
16 buildings shall be constructed in accordance with the Carson Airport rules  
17 and regulations, and with the applicable building codes.

18 (3) Building one consisting of not less than 4,800 square feet  
19 shall be completed within one (1) year from the date of this agreement.

20 (4) Building two of not less than 2,400 square feet shall be  
21 completed within eighteen (18) months from the date of this agreement.

22 (5) Building three of not less than 4,800 square feet shall be  
23 completed within two (2) years of the date of this agreement.

24 In addition to the foregoing building or buildings LESSEE may,  
25 with the written consent of the CITY, construct such additional buildings as  
26 may be desired. Said consent shall not be unreasonably withheld. Title to  
27 all improvements, including, but not limited to the above-mentioned building  
28 or buildings made on the premises, shall become the property of the CITY

1 upon the expiration or termination of the Lease. LESSEE shall clear all  
2 mortgages and other financing encumbrances prior to the expiration of the  
3 thirty (30) year term of lease.

4 IV. NON-EXCLUSIVE RIGHTS GRANTED:

5 The use herein granted is for a special Fixed Base Operation by  
6 the LESSEE.

7 LESSEE agrees and covenants to have the following non-exclusive  
8 services available on any parcels leased:

- 9 1. Aircraft sales.
- 10 2. Parts and accessories sales.
- 11 ~~3. Aircraft rental.~~ *VEN* *WAS*
- 12 4. Maintenance services which shall include services in one or  
13 more of the following:
- 14 A. Airframe overhaul and repair;
- 15 B. Engine overhaul and repair;
- 16 C. Radio and electrical shop;
- 17 D. Instrument shop;
- 18 E. Aircraft interior work;
- 19 F. Refinishing and painting;
- 20 5. Fuel storage (not for resale).

21 Any other services which may be provided by a Fixed Base Operator  
22 under the Airport rules and regulations shall be allowed, provided approval  
23 of the CARSON CITY Board of Supervisors through formal Board action is first  
24 obtained. Such approval shall not be unreasonably withheld.

25 V. FEDERAL AVIATION ADMINISTRATION REGULATIONS AGREED TO:

26 It is mutually understood and agreed by the LESSEE and CITY that  
27 CARSON CITY, in accepting federal aid for the development of the CARSON CITY  
28 Airport, agreed in writing to FAA regulations concerning any agreements,

1 contracts, leases or other privileges given in connection with the airport.

2 These FAA regulations require:

3 Aeronautical Uses

4 1. That, directly or indirectly, exclusive rights will not be  
5 granted for the conduct of aeronautical activities on the airport.

6 2. That the LESSEE agrees to charge fair, reasonable and not  
7 unjustly discriminatory prices for each unit or service, provided that the  
8 LESSEE may be allowed to make reasonable and non-discriminatory discounts,  
9 rebates, or other similar types of price reductions to volume purchasers.

10 3. That the LESSEE agrees not to discriminate against any person  
11 or class of persons by reason of race, color, creed or national origin in  
12 the use of any of the facilities provided for the public on the airport.

13 4. That the LESSEE understands and agrees that nothing herein  
14 contained shall be construed to grant or authorize the granting of an  
15 exclusive right within the meaning of Section 308 of the Federal Aviation  
16 Act.

17 5. That CITY reserves the right to maintain, develop or improve  
18 the landing area and all publicly owned facilities of the airport as it may  
19 be found necessary in the CITY'S sole discretion, together with the right to  
20 direct and control all ground traffic over designated aircraft taxi areas.

21 6. That this lease shall be subordinate to the provisions and  
22 requirements of any existing or future grant agreements between CITY and the  
23 United States of any existing or future Federal Aviation Regulations  
24 relative to the development, operation or maintenance of the airport.

25 Non-Aeronautical Uses

26 7. That there is hereby reserved to CITY, its successors and  
27 assigns, for the use and benefit of the public, a right of flight for the  
28 passage of aircraft in the airspace above the surface of all of the premises

1 of the LESSEE described in the "Property Leased" section, herein, together  
2 with the right to cause in said airspace such noise as may be inherent in  
3 the operation of aircraft, now known or hereafter used for navigation of or  
4 flight in the air, using said airspace or landing at, taking off from or  
5 operation on Carson Airport.

6 8. That the LESSEE by accepting this lease expressly agrees for  
7 itself, its successors and assigns that it will not erect or permit the  
8 erection of any structure or object nor permit the growth of any trees on  
9 the land described in the "Property Leased" section herein, in violation of  
10 any height zoning ordinances.

11 9. That the LESSEE by accepting this lease expressly agrees for  
12 itself, its successors and assigns that it will not make use of the premises  
13 described in the "Property Leased" section, herein, in any manner which might  
14 interfere with the landing and taking off of aircraft from Carson CITY  
15 Airport or otherwise constitute a hazard. In the event the aforesaid  
16 covenant is breached, CITY reserves the right to enter upon the LESSEE's  
17 premises described in the "Property Leased" section, herein, and cause the  
18 abatement of such interference at the expense of the LESSEE.

19 10. The LESSEE agrees that the Federal Aviation Administration  
20 (FAA) Regulations listed in Paragraph A through I, paragraph 7 herein, are  
21 part of this lease and that LESSEE agrees to abide by them.

22 VI. TERMINATION OF AGREEMENT:

23 1. In the event of any of the following conditions existing  
24 LESSEE may elect, in its sole discretion, any remedy provided in Section 2  
25 immediately following.

26 A. If the CITY fails to perform under this lease after  
27 failing to remedy a deficiency after sixty (60) days written notice by  
28 LESSEE.

1 B. If the CITY commits any act that prevents LESSEE from  
2 doing any business authorized herein for a period of sixty (60) days.

3 C. If the airport is closed by lawful authority, if normal  
4 business is interrupted by fire, earthquake, flood, enemy action, civil  
5 strife, strikes, picketing or other coercive activity by labor groups,  
6 action by a public agency or public officials, enactment, enforcement of  
7 public laws or any other intervening cause beyond LESSEE's control, which  
8 said closure cannot be repaired or remedied within sixty (60) days.

9 2. When normal business is interrupted by any cause set forth in  
10 paragraph (1) above, LESSEE may elect, in its sole discretion, to either  
11 terminate the Lease or to have all rent and fees abated throughout the  
12 period of interruption. Should LESSEE elect to have the rent abated, the  
13 term of this Lease shall automatically be extended a period of time equal to  
14 the period of interruption.

15 3. The CITY may terminate this agreement in its entirety upon  
16 the occurrence of any of the following events.

17 A. The abandonment or discontinuance of operations at the  
18 airport by LESSEE.

19 B. LESSEE defaulting in payment of the Lease payments as  
20 specified herein and the Lease payment not being made within fifteen (15)  
21 days after service of notice as provided herein.

22 C. Violation or non-compliance by the LESSEE of any of the  
23 provisions of paragraph 6 or 7 hereof.

24 D. LESSEE failing to maintain the leased premises and  
25 improvements in good condition and repair according to the terms of this  
26 Lease.

27 E. It is understood that the LESSEE is bound by the rules  
28 and regulations of the Carson Airport and must comply with same. Should

1 said rules and regulations be amended from time to time it shall be the  
2 responsibility of LESSEE to become informed as to any amendments and comply  
3 with same. LESSEE further agrees that its license and authority to carry on  
4 business at the airport shall be subject to the terms and conditions set out  
5 in those rules and regulations. Nothing in this paragraph shall authorize  
6 the CITY to alter the terms of this Lease by unilateral action.

7 It is specifically understood and agreed that the  
8 above-mentioned occurrences are separate and that each constitutes a  
9 separate basis upon which this Lease may be terminated.

10 VII. LEASE PAYMENTS:

11 1. LESSEE shall pay to the CITY five cents (\$0.05) per square  
12 foot per annum of land area leased on the subject parcel, payable monthly,  
13 on or before the 10th day of each month. Should LESSEE fail to construct  
14 its buildings on the subject parcel within the above-described time frames,  
15 then LESSEE shall pay to the CITY ten cents (\$0.10) per square foot until  
16 the building in violation of the applicable time frame is erected. This  
17 increased payment in no way absolves LESSEE from its obligation to construct  
18 said buildings and in no way affects CITY's remedies regarding the same.

19 2. Fuel Sales: LESSEE guarantees that its supplier of fuel  
20 shall pay LESSOR 1-1/2 cents per gallon of fuel utilized at the Carson CITY  
21 Airport.

22 Should LESSOR choose to construct, upon Board approval, a fuel  
23 facility and should the LESSEE choose to use said facility, then LESSEE  
24 would pay LESSOR an additional 1-1/2 cents per gallon of fuel utilized.  
25 This additional fuel storage fee shall not apply to fuel sold to agencies  
26 of the United States Government, the State of Nevada, and to aircraft  
27 operated by LESSEE.

28 3. An adjustment of the rents and fees shall occur on five year

1 anniversary intervals during the term of this Lease with the base year being  
2 January 1, 1987. Such adjustment shall be based upon the percentage  
3 increase reflected by the Consumer Price Index (hereinafter called the Price  
4 Index). The Price Index shall mean the average for "all items" shown on the  
5 "U.S. City Average for Urban Wage Earners and Clerical Works (including  
6 Single Workers)", all items, groups, subgroups, and special groups of items  
7 as promulgated by the Bureau of Labor Statistics of the U.S. Department of  
8 Labor. The base index to be used shall be the average of such index figures  
9 published for the first quarter of calendar year 1977. In no event,  
10 however, shall any decrease in the Consumer Price Index result in a decrease  
11 of the rent.

12 VIII. INSURANCE:

13 1. LESSEE shall indemnify and save harmless the CITY, its  
14 officers, agents and employees, from and against any and all claims,  
15 demands, loss or liability of any kind or nature which CITY, its officers,  
16 agents and employees, or any of them, may sustain or incur or which may be  
17 imposed upon them or any of them, for injury to or death of any persons or  
18 damage to any property in the use of the premises described in paragraph II  
19 herein.

20 2. As a condition precedent to the effectiveness of this Lease  
21 and in partial performance of the LESSEE's obligations hereunder, LESSEE  
22 shall obtain and maintain in full force and effect during the term of this  
23 agreement, a policy or policies of liability insurance with carriers and in  
24 form satisfactory to CITY with minimum limits of \$500,000/1,000,000 bodily  
25 injury and \$1,000,000 property damage insurance, or equivalent. The CITY  
26 shall be named as an additional insured in such policies.

27 3. The policy shall further provide that the same shall not be  
28 cancelled or coverage reduced until a thirty (30) day written notice of

1 cancellation has been served upon the CITY.

2 4. LESSEE shall deliver an acceptable certificate of insurance  
3 to CITY.

4 5. In addition, the LESSEE shall provide and maintain fire and  
5 extended coverage insurance against damage to the buildings to be  
6 constructed upon the leased premises in the amount of the insurable value  
7 thereof.

8 6. The procuring of such policies of insurance shall not be  
9 construed to be a limitation upon the LESSEE's liability or as a full  
10 performance on their part of the indemnification provisions of this Lease,  
11 LESSEE's obligation being, notwithstanding said policies of insurance, for  
12 the full and total amount of any damage, injury or loss caused by negligence  
13 or neglect connected with their operation under this Lease.

14 IX. MISCELLANEOUS TERMS:

15 1. Construction:

16 LESSEE may construct, modify, repair or improve its leased  
17 premises at any time during the term of this Lease in conformance with  
18 established and customary standards of Fixed Base Operations development,  
19 zoning ordinances, sign ordinances and building codes of Carson CITY.  
20 Except for minor repairs, LESSEE shall obtain the prior consent to the CITY.

21 2. Assignment or Subletting of Lease:

22 A. LESSEE shall have the right to assign or sublet this  
23 Lease, subject to assignee/sublettee meeting the CITY's requirements  
24 concerning financial responsibility and the CITY's granting advance written  
25 approval by Board action. Any assignment, or sublease, of this Lease will  
26 require that the assignee/sublettee be subject to all conditions, items and  
27 provisions of this Lease.

28 B. LESSEE shall have the right to assign/sublet or sell

1 this Lease, for the purpose of securing additional financing, upon the prior  
2 approval of the CITY.

3 C. For the purposes of this section, LESSEE shall give  
4 written notice to CITY of any proposed assignment or sublease.

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

8 E. Approval of assignment, or sublease, will not be  
9 unreasonably withheld.

10 3. Utilities:

11 Unless otherwise expressly stated herein, LESSEE agrees to  
12 pay for all utilities used on the leased premises.

13 4. Inspection by CITY:

14 LESSEE agrees to permit CITY to enter upon and inspect all  
15 leased premises at all reasonable times.

16 5. Rights of Quiet Enjoyment:

17 LESSEE is granted the right to ingress, egress and free  
18 access to the premises and to peaceful possession and quiet enjoyment. CITY  
19 shall provide an access easement on the parcel immediately south of the  
20 subject parcel (at a location mutually acceptable to the parties) to said  
21 parcel if required by LESSEE. LESSEE shall improve said access easement to  
22 CITY standards.

23 6. CITY Not to Interfere with Business:

24 A. CITY agrees not to make any fundamental changes in its  
25 master plan that would adversely affect the LESSEE's business.

26 B. CITY will not (without just cause) give terms better  
27 than those specified herein to any other operator or tenant.

28 C. CITY further agrees that it will continue to operate the

1 airport as a public airport, consistent with governmental regulations,  
2 throughout the term of this Lease.

3 D. If CITY requires removal or relocation of any area of  
4 land, building or other facility leased herein during the Lease period, the  
5 CITY agrees to pay all costs to relocate LESSEE's facilities to a place on  
6 the airport of comparable convenience and accessibility and to further  
7 replace any improvements on the leased property constructed by LESSEE.

8 7. Maintenance of Premises:

9 LESSEE agrees to maintain the interior and exterior of all  
10 buildings constructed upon the leased premises in a clean, sanitary and  
11 attractive condition.

12 8. Snow, Ice and Weed Removal:

13 A. The CITY agrees to promptly remove all ice, snow and  
14 weeds from all common areas of the airport. CITY agrees to engage private  
15 equipment to maintain the airport when CITY equipment is not available for a  
16 period of more than 36 hours from the time VFR conditions prevail.

17 B. The LESSEE agrees to remove snow, ice and weeds from the  
18 areas leased and herein described. The CITY may, at the request of LESSEE,  
19 assist LESSEE in snow, ice and weed removal. In the event of CITY  
20 assistance, LESSEE agrees to hold CITY harmless from all liability for  
21 damage caused by such assistance on leased property.

22 9. Rules of Construction:

23 A. Whenever approval of either party is herein required,  
24 approval shall be presumed upon the failure to respond within thirty (30)  
25 days of mailing of notice.

26 B. Whenever approval of either party is required herein,  
27 approval shall not unreasonably be withheld.

28 / / /

1 X. SUBCONTRACTING RIGHTS:

2 The LESSEE shall have the right to subcontract portions of  
3 activities under the terms of the Lease, provided such agreements meet the  
4 requirements of this Lease.

5 XI. TAXES:

6 LESSEE agrees to pay all taxes legally imposed or assessed upon  
7 its property located at the Carson Airport.

8 XII. GENERAL:

9 1. It is understood and agreed that each and all the terms of  
10 this Lease are subject to the regulations and provisions of law applicable  
11 to the operation of Carson Airport as a Federal Aid Airport Project. If any  
12 provision of this Lease is invalid, the other provisions of the Lease which  
13 are valid shall remain in effect, and the Lease will be re-negotiated to  
14 comply with the requirements of the applicable laws and regulations.

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

19 3. Carson City shall have complete dominion over the premises  
20 described in Paragraph II herein during the term of this Lease for the  
21 purpose of and to the extent necessary to maintain law, order and safety and  
22 has the authority and the right to deny access to the Carson Airport by any  
23 person who fails to conform.

24 XIII. NOTICES:

25 It is agreed that any notice to be given or served upon the  
26 LESSEE shall be sufficient if sent by registered mail, postage prepaid  
27 addressed to MENTORS UNLIMITED, INC., P. O. Box 2667, Carson City, Nevada  
28 89702, and any notice to be given or served upon the CITY shall be

1 sufficient if sent by registered mail, postage prepaid, addressed to the  
2 Carson City Manager, 2621 Northgate Lane, Carson City, Nevada 89701.

3 XIV. SUCCESSORS AND ASSIGNS:

4 By this Lease, each party binds himself, his heirs, trustees,  
5 representatives and all successors and assigns in interest. Each party  
6 guarantees the performance of any and all covenants and conditions contained  
7 in this agreement; and upon the failure of any successor in interest to so  
8 perform, the parties agree to complete such covenants, conditions and  
9 requirements of this agreement.

10 EXECUTED at Carson City, Nevada, as of the day and year in this  
11 agreement first above written.

12 CARSON CITY

13 By *Dan Flaumer*  
14 DAN FLAUMER, Mayor

"LESSOR"

15 ATTEST:

16 By *Ted P. Thornich*  
17 TED P. THORNICH, Clerk

18 APPROVED AS TO FORM:

19 By *Robert L. Ader*  
20 ROBERT L. ADER  
21 Deputy District Attorney

22 MENTORS UNLIMITED, INC.

23 *Neil Weaver*  
24 NEIL WEAVER

"LESSOR"

25 *David M. ...*  
26 Attorney at Law  
27 Approval as to form  
28 representing Mentors Unlimited



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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 that 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 1 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.

3. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,  
LESSOR

By Walter Sullivan

ATTEST:

Steven E. Tackes  
Steven E. Tackes, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

By Phil C. Wood

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FILE NO. **000140253**  
KIYOSHI NISHIKAWA  
CARSON CITY RECORDER  
FEES 7.00 DEB VC

SECOND ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 10th day of February, 1994, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to enlarge the access area for emergency vehicles on the north side of new construction on the property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED; The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease plus an area of thirty (30) feet in width on the southern most portion of said area. The total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet to the point of beginning; thence continuing south 72°41'25" east - 241 feet; thence south 17°18'35" west - 290 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 290 feet to the point of beginning. The above described parcel has an area of 69,890 sq. ft. or 1.6 acres more or less."

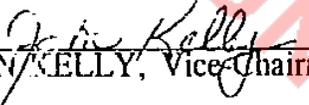
1                   2.       That all other provisions of the Agreement shall remain in effect  
2 and are not altered by this Addendum, with the exception of additional rent  
3 due for the additional square foot area upon the same rental basis.

4       IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

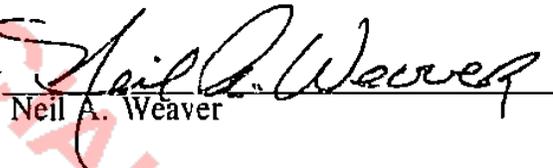
6                   CARSON CITY AIRPORT AUTHORITY,  
7                   LESSOR

8                   By   
9                   STEVEN E. TACKLES, Chairman

10                   ATTEST

11                     
12                   JOHN KELLY, Vice Chairman

14                   MENTORS UNLIMITED, INC., LESSEE

15                   By   
16                   Neil A. Weaver

UNOFFICIAL COPY

24                   FILED FOR RECORD  
25                   AT THE REQUEST OF  
26                   Carson Airport Auth.  
27                   '94 MAY 13 P3:07

28                   FILE NO. **000161511**  
Kiyoshi Nishikawa  
CARSON CITY RECORDER  
FEE \$           

CROWELL, SUSICH, OWEN & TACKLES, LTD.  
A PROFESSIONAL LAW CORPORATION  
702) 882-1311  
702) 888-5448  
POST OFFICE BOX 1070  
CARSON CITY, NV 89702

THIRD ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 8th day of December, 1994, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992, and a Second Addendum executed on February 10, 1994; and

WHEREAS, the parties desire to re-insert permitted leasehold activities, consistent with other leases on the airport, which were removed at the time the lease was executed, and extend the lease term in return for an increase in rent over the entire new term;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section II of the Agreement is amended to read as follows:

II. TERM OF LEASE;

It is agreed that LESSEE is granted the aforescribed premises to have and to hold, including the use of all public runways, taxiways and ramps in common with others, for the following terms, unless sooner terminated as herein provided and subject to conditions and covenants herein contained for a term of thirty (30) years commencing on the date of execution of this Addendum. Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of lease may be extended for a period of ten (10) years.

2. That Section IV of the lease shall be amended to insert the following:

"LESSEE agrees to have one or more of the following non-exclusive services available on any parcels leased:

CROWELL, SUSICH, OWEN & TACKES, LTD.  
A PROFESSIONAL LAW CORPORATION

(702) 882-1311  
(702) 588-5448

POST OFFICE BOX 1000  
CARSON CITY, NV 89702

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- 3. Aircraft rental.
- 5. Flight instruction or ground school.
- 6. Line services which shall include one or more of the following:
  - A. Supplying the fuel, oil and other fluids;
  - B. De-icing fluid;
  - C. Interior cleaning;

For all fuel sold, 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,

- 7. Charter operations which include, without limitation, passenger or "air taxi"; freight or delivery; photography; aerial survey; agricultural spraying; individual or group rides; piloting sky divers, etc.
- 8. Aircraft storage, inside and /or outside."

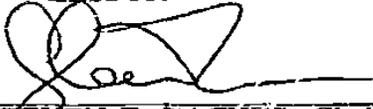
All other provisions in Section IV shall remain in force.

3. That the rent effective December 1, 1994, together with the CPI adjustment, shall be raised from \$.062/sqft/yr to \$.071/sqft/vr. (.062 x 5.7% = .066, then .066 + .005 = .071)

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1                   4.       That all other provisions of the Agreement and first Addendum  
2 shall remain in force and effect unless specifically changed by this Addendum.  
3                   IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

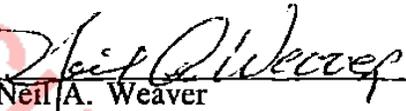
4  
5                   CARSON CITY AIRPORT AUTHORITY,  
6                   LESSOR

7                   By   
8                   STEVEN E. TACKES, Chairman

9  
10                  ATTEST:

11                    
12                  JOHN KELLY, Vice Chairman

13   MENTORS UNLIMITED, INC., LESSEE

14  
15                   By   
16                   Neil A. Weaver

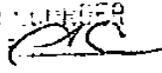
CROWELL, SUSICH, OWEN & TACKES, LTD.  
A PROFESSIONAL LAW CORPORATION

(702) 882-1311  
(702) 888-5448

POST OFFICE BOX 1000  
CARSON CITY, NV 89702

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FILED FOR RECORD  
ON REQUEST OF  
  
'94 DEC 19 P3:51

FILE NO. 600170359  
KINGS-NIPAKAWA  
CARSON CITY, NEVADA  
FILED BY 

FOURTH ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 19<sup>th</sup> day of September, 2002, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992, a Second Addendum executed February 10, 1994, and a Third Addendum executed December 8, 1994; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to reflect creation of a new lease to be issued to the Byard Family Trust and a corresponding removal of that lease area from this lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

- 1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED; The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease minus an area of one hundred forty (140) feet in width on the southern most portion of said area. The total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet to the point of beginning; thence continuing south 72°41'25" east - 241 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 36,150 sq. ft. more or less."

2. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum, with the exception of the reduction to rent due for the reduced square foot area upon the same rental rate as currently in effect.

(\$0.045/sq.ft/yr).

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,  
LESSOR

By Gene R. Sheldon  
Gene R. Sheldon, acting Chairman

ATTEST:

Richard Staub  
Richard Staub, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

By Neil A. Weaver  
Neil A. Weaver

288081

CARSON CITY

Approved by the Board of Supervisors this 5<sup>th</sup> day of Dec, 2002.

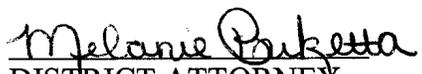
  
RAY MASAKO, Mayor

ATTEST: ...

  
ALAN GLOVER, Clerk/Recorder



CITY'S LEGAL COUNSEL  
Approved as to form.

  
DISTRICT ATTORNEY

UNOFFICIAL COPY

FILED FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
02 DEC -6 A9:23

FILE NO. 288081  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$ 10 DEP. A

RECORDED AT THE  
REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD

2014 JUN -4 PM 3:20

FILE NO. **444891**

ALAN GLOVER  
CARSON CITY RECORDER

REC'D BY *MC*

APN \_\_\_\_\_

APN \_\_\_\_\_

APN \_\_\_\_\_

FOR RECORDER'S USE ONLY

Fifth Addendum to Lease - Mentor's Unlimited, Inc  
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

Kathleen King  
Print Name & Title

WHEN RECORDED MAIL TO:

cc Clerk

201 N. Carson St., Ste. 1

cc, NV 89701

**444891**

FIFTH ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into this 16 day of April, 2014, by and between CARSON CITY AIRPORT AUTHORITY, successor to CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as LESSOR, and MENTORS UNLIMITED, INC., a Nevada Corporation, hereinafter referred to as LESSEE.

WITNESSETH

WHEREAS, LESSOR and LESSEE have entered into a certain lease dated May 21, 1987, regarding a certain portion of the Carson City Airport with an Addendum executed November 30, 1992, a Second Addendum executed February 10, 1994, a Third Addendum executed December 8, 1994 and a Fourth Addendum executed September 19, 2002; and

WHEREAS, the parties desire to adjust the boundaries of the area leased so as to reflect creation of a separate lease to be issued to CACTUS AIR FORCE, LLC regarding the sublease transferred concurrently from DENNIS BUEHN to CACTUS AIR FORCE, LLC, and a corresponding removal of that lease area from this lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein the parties agree;

1. That Section I of the Agreement is amended to read as follows:

I. PROPERTY LEASED; The Airport Authority hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map marked as Exhibit A attached to the original lease minus an area of one hundred forty (100) feet

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in width on the western most portion of said area. The resulting total leased area is more particularly described as follows:

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet; thence continuing south 72°41'25" east 100 feet to the point of beginning; thence continuing south 72°41'25" east - 141 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 141 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 21,150 sq. ft. more or less."

2. That all other provisions of the Agreement shall remain in effect and are not altered by this Addendum, with the exception of the reduction to rent due for the reduced square foot area upon the same rental rate as currently in effect (\$0.104/sq.ft./yr) and thus rent shall be \$2,199.60 annually (\$183.30 monthly) subject to future CPI increases as specified in the lease.

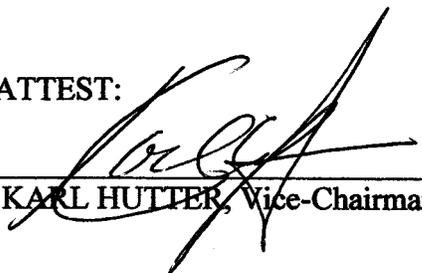
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,

LESSOR

By   
GUY WILLIAMS, Chairman

ATTEST:

  
KARL HUTTER, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

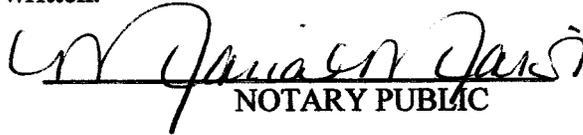
By   
Neil A. Weaver, President

444891

STATE OF NEVADA )  
 : SS  
CARSON CITY )

On this 17<sup>th</sup> day of April, 2014, before me, the undersigned, a Notary Public, personally appeared NEIL WEAVER, President of, or Managing Member of MENTORS UNLIMITED, INC., 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.

  
NOTARY PUBLIC

(SEAL)



OFFICIAL COPY

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CARSON CITY

Approved by the Board of Supervisors this 15<sup>th</sup> day of May, 2014.



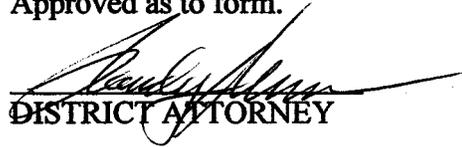
ROBERT L. CROWELL, Mayor

ATTEST:



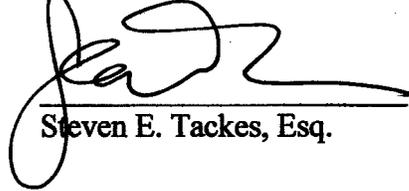
ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL  
Approved as to form.



DISTRICT ATTORNEY

AIRPORT COUNSEL  
Approved as to form.



Steven E. Tackes, Esq.

UNOFFICIAL COPY

444891

APN 005-011-88

When Recorded, Return To:

Corey Jenkins, Airport Manager  
Carson City Airport  
2600 College Parkway #6  
Carson City, NV 89706

**SIXTH AMENDMENT TO  
CARSON CITY AIRPORT LEASE AGREEMENT**

This Sixth Amendment to lease, made and entered into this \_\_\_ day of May, 2022, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and MENTORS UNLIMITED, INC., a Nevada limited liability company(Tenant), whose address is 2600 College Parkway #34, Carson City, Nevada 89706.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease regarding a certain portion of the Carson City Airport, per an original lease recorded May 22, 1987, as Doc. No. 58641; with a First Addendum (adding CPI clause) recorded February 17, 1993 as Doc. No. 140253; a Second Addendum (adding 20 ft) recorded May 13, 1994 as Doc. No. 161511; a Third Addendum (extending term) recorded December 19, 1994 as Doc. No. 170359; a Fourth Addendum (size reduction/ split off Byard sublease) recorded December 6, 2002 as Doc. No. 288081; and a Fifth Addendum (size reduction/ split off Cactus sublease) recorded June 4, 2014 as Doc. No. 444891.

WHEREAS, the lease held by Tenant is scheduled to expire on December 8, 2024 under the terms of the THIRD ADDENDUM TO LEASE, which provides:

Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of lease may be extended for a period of ten (10) years. (Lease, Section 1 on p1)

WHEREAS, the Landlord engaged an MAI certified appraiser for other similar land on the Carson City Airport, and that the most recent and current appraisal of land for FBO commercial leases without direct public road access is \$0.28 per sq. ft. per year.

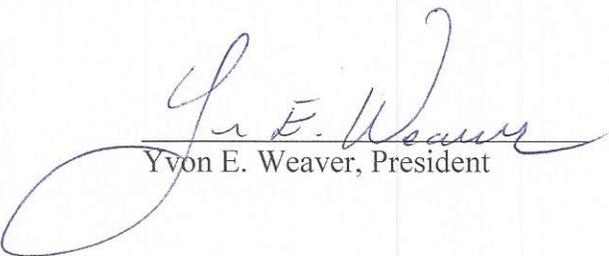
WHEREAS, the parties desire to extend the lease and thereby execute this Amendment allowing for the one time extension provided for in the lease.

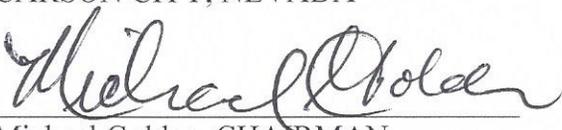
THEREFORE, Landlord and Tenant agree as follows:

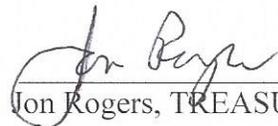
1. The lease is extended for 10 years with a new expiration date of December 8, 2034.
2. The rental amount is increased upon approval of this Amendment to \$0.28 per sq. ft. per year. (21,150 sq ft times \$0.28 equals \$5,922 per year, or \$493.50 per month) The CPI provision set forth in First Addendum to Lease (recorded February 17, 1993 as Doc No 140253) shall continue to apply on two year anniversary intervals from January 1, 2021.
3. All other terms and conditions of the original lease and prior amendments are unchanged.

TENANT  
MENTORS UNLIMITED, INC,

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

  
Yvon E. Weaver, President

  
Michael Golden, CHAIRMAN  
ATTEST:

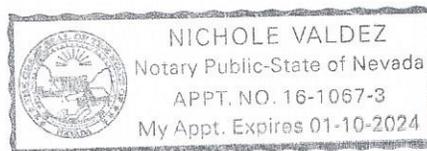
  
Jon Rogers, TREASURER

STATE OF NEVADA            )  
  : ss  
CARSON CITY                )

On this 23 day of May, 2022, before me, the undersigned, a Notary Public, personally appeared Yvon Weaver, President of MENTORS UNLIMITED, INC, known (or proved) to me to be the person described herein, who executed the foregoing instrument, and they acknowledged to me, that they have 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

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
LORI BAGWELL, Mayor

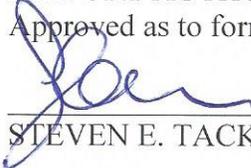
ATTEST:

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.