



FlyCarsonCity.com

## CCAA BOARD MEMO

Agenda Item: G-2

BOARD MEMO 2024-9

Meeting Date: April 17, 2024

**Agenda Title:** DISCUSSION AND POSSIBLE ACTION: APPROVE LEASE ASSIGNMENT FROM THE BYARD FAMILY TRUST TO JEFFREY G. BYARD.

**Staff Summary:** The BYARD FAMILY TRUST has executed a lease assignment of APN 005-011-87 to JEFFREY G. BYARD. Per the terms of the lease, Authority approval is required. Staff recommends approval.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 0 Minutes

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### **Proposed Motion**

I move to approve the lease assignment from Byard Family Trust to Jeffrey G. Byard.

### **CCAA'S Strategic Goal**

Support economic activity in the region.

### **Previous Action and Executive Summary**

December 5, 2002 (Item 3-4) – The Carson City Board of Supervisors approved the ground lease for the Byard Family Trust.

September 20, 2017 (Item F-2) – The Carson City Airport Authority approved an amendment to the Byard Family Trust ground lease.

**Financial Information**

Is there a fiscal impact?

No  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

**Alternatives**

Do not approve.

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

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

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

APN: 005-011-87

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

JEFFERY G. BYARD  
109 Augusta Court  
Dayton, NV 89403

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Assignor, Assignee and Landlord hereto affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

**ASSIGNMENT AND ASSUMPTION OF AIRPORT HANGAR LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF AIRPORT HANGAR LEASE AND LANDLORD'S CONSENT ("Assignment") is executed as of April 4, 2024, and effective as of the Effective Date (as defined below), by and among the BYARD FAMILY TRUST dated June 6, 2002 ("Assignor"), JEFFERY G. BYARD ("Assignee") and with the consent of the CARSON CITY AIRPORT AUTHORITY ("Landlord").

- A. The BYARD FAMILY TRUST and Landlord entered into that certain Carson City Airport Lease Agreement dated September 19, 2002, recorded with the Carson City Recorder as Documents No. 288081 and 288082, and as amended by the Amendment recorded Oct 17, 2017 as Document No. 479560 (collectively, the "Airport Lease") attached hereto as Exhibit A, pursuant to which Landlord agreed to lease to the BYARD FAMILY TRUST and the BYARD FAMILY TRUST agreed to lease from Landlord those certain real property and appurtenant rights identified therein (the "Leased Premises").
- B. Pursuant to Section 9 of the Airport Lease, Landlord's prior written consent is required for any assignment of Assignor's interest the Airport Lease.
- C. George F. Byard, the Settlor and Trustee of the BYARD FAMILY TRUST, died on January 8, 2024, and the current Trustees of said Trust are JEFFERY G. BYARD and KIMBERLY A. WURTZ per the Affidavit of Death of Trustee recorded January 25, 2024 as Document No. 544688.
- D. JEFFERY G. BYARD and KIMBERLY A. WURTZ, as Trustees of the BYARD FAMILY TRUST now wish to assign the Airport Lease to JEFFERY G. BYARD, a married man as his sole and separate property.

NOW, 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 Airport Lease, to be effective upon approval of the Carson City Airport Authority and Carson City ("the Effective Date").

2. Assumption. Assignee hereby assumes all of Assignor's obligations in, to and under the Airport Lease effective upon the Effective Date.

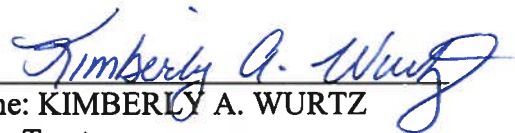
3. Indemnification. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability, including attorney's fees, resulting from any breach by Assignee of its obligations as tenant under the Airport Lease occurring after the Effective Date. Assignor hereby agrees to indemnify, defend and hold Assignee harmless with respect to any loss or liability, including attorney's fees, resulting from any breach by Assignor of its obligations as tenant under the Airport Lease occurring prior to and up to and including the Effective Date.

4. Miscellaneous. This Assignment may be executed in counterparts, each of which 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.

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

ASSIGNOR:

BYARD FAMILY TRUST dated June 6, 2002  
A Nevada trust

By:   
Name: KIMBERLY A. WURTZ  
Title: Trustee

By:   
Name: JEFFERY G. BYARD  
Title: Trustee

ASSIGNEE:

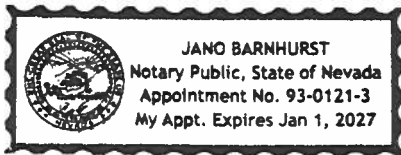
JEFFERY G. BYARD  
a married man as his sole and  
separate property

  
JEFFERY G. BYARD

STATE OF NEVADA )

CARSON CITY )

On April 4, 2024, personally appeared before me, a notary public, KIMBERLY A. WURTZ and JEFFERY G. BYARD, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that they executed the foregoing instrument for the purposes stated therein.



*Jano Barnhurst*  
Notary Public

CONSENTED TO AND AGREED BY:

CARSON CITY AIRPORT AUTHORITY

By: \_\_\_\_\_  
TIM PULIZ, Chairman

ATTEST:

By: \_\_\_\_\_  
Jon Rogers, TREASURER

CARSON CITY

The Board of Supervisors of Carson City, Nevada, hereby approves and acknowledges the Lease, and the right and authority of the Authority to assign the Lease to the Assignee.

Approved by the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

CITY'S LEGAL COUNSEL  
Approved as to form.

\_\_\_\_\_  
CLERK/RECORDER (or Deputy)

\_\_\_\_\_  
DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL  
Approved as to form

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

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 19<sup>th</sup> day of Sept, 2002, between the Carson City Airport Authority (Landlord), whose address is 2600 E. Graves Lane #6 Carson City, Nevada 89706, and THE BYARD FAMILY TRUST (Tenant), whose address is 109 Augusta Court, Dayton, Nevada 89403.

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain ground space which had previously been subleased from Mentors Unlimited, Inc.; and

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

WHEREAS, this Lease shall replace and terminate the sublease between Mentors Unlimited, Inc., and George F. Byard dated August 4, 1994.

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 identified as set forth in the legal description attached as Exhibit "A" hereto. An easement for access has been granted by Mentors Unlimited, Inc., and shall continue in place. Said easement is a sixty (60) foot wide easement along the eastern side of the Mentors Unlimited, Inc., leasehold.

2. TERM. The term shall be the same as the remainder of the term of the Mentors Unlimited, Inc., lease, as that lease currently exists. As such, this lease shall expire on December 8, 2024. 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.

3. RENT. Tenant shall pay to Landlord:

A. \$2,618.22 dollars per year, or \$218.18 per month, for the entire leased area (33,740 sq.ft.; \$.0776/sq.ft./yr.) Rent shall be payable monthly on the first day of each month.

B. Tenant shall be responsible for the cost of all utilities provided to the leased premises.

4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2003, 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. Landlord 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 2005 is 155.0 (1982-1984=100) and for December 2002 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 already made improvements as required by the former lease.



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

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

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

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

D. Filing a petition of voluntary or involuntary bankruptcy.

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

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

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

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

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

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

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

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

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

reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

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

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for aircraft storage and for 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.

B. Ingress and Egress. Tenant shall continue to have full and unimpaired access to the premises at all times as provided herein. Tenant shall be responsible for, and control the access to, the premises. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, or access plans.

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

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

E. Federal Requirements.

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

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

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

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

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

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

7. If the conduct of business is permitted on the premises, 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.

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

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

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

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

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

planned modification or alteration of any present or future building or structure situated on the leased premises.

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

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

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

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

9. ASSIGNMENT AND SUBLEASING. Tenant shall have no right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such

assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

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

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

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

#### 10. INSURANCE AND BONDING.

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

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

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



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

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

B. Insured Includes. Landlord and Carson City must be named as additional insureds and the policy must require 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.

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

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

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

14. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall construct improvements in accordance with Exhibit B and shall remove at his cost all buildings and improvements upon termination of the Agreement and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on termination to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

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

16. AMENDMENTS. Any amendments to this lease require approval by the Landlord, 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. Notices to Carson City shall be sent to 198 N. Carson Street, Carson City, NV 89701.

19. TERMINATION OF SUBLEASE. The parties acknowledge that execution of this lease shall constitute termination and release of the parties to the sublease as between Mentors Unlimited, Inc., and George F. Byard.

*George F. Byard*  
TENANT, GEORGE F. BYARD, Trustee of  
THE BYARD FAMILY TRUST

*Lorrell Byard*  
TENANT, LORRELL BYARD, Trustee of  
THE BYARD FAMILY TRUST

TERMS AND RELEASE OF OBLIGATIONS  
AGREED BY:  
MENTORS UNLIMITED, INC.

*Neil Weaver*  
NEIL WEAVER

CARSON CITY AIRPORT AUTHORITY,  
LANDLORD

By *Gene R. Sheldon*  
BOB THOMAS, Chairman

ATTEST:

*Richard Staub*  
RICHARD STAUB, Vice-Chairman

CARSON CITY

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

*Ray Masako*  
RAY MASAKO, Mayor

ATTEST:

*Alan Glover*  
ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL  
Approved as to form.

*Melanie Burkett*  
DISTRICT ATTORNEY

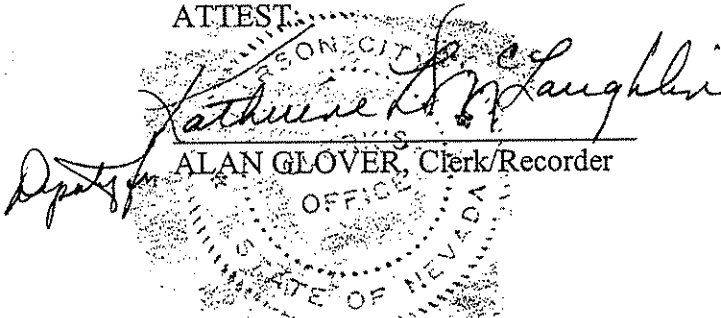


EXHIBIT A- LEGAL DESCRIPTION

"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 south 17°18'35" west - 150 feet to the point of beginning; thence continuing south 72°41'25" east - 241 feet; thence south 17°18'35" west - 140 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 140 feet to the point of beginning. The above described parcel has an area of 33,740 sq. ft. more or less."

FILED FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
02 DEC -6 A9:24

FILE NO. 288082  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES *AK* DEP. *A*

**AMENDMENT TO  
CARSON CITY AIRPORT LEASE AGREEMENT  
(THE BYARD FAMILY TRUST)**

This lease amendment is made this 20<sup>th</sup> day of September, 2017, between Carson City, the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and THE BYARD FAMILY TRUST (hereinafter referred to as Tenant), whose address is 109 Augusta Court, Dayton, Nevada 89403.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to extend the term of the lease recorded with the Carson City Recorder as Document No 288082, 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 \$0.13/sqft/yr, and Tenant has agreed to increase its rent to that level; and

WHEREAS, Tenant is making a one time opportunity cost payment in the amount of \$14,306.95, after full approval of this Amendment and released thereon 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 October 1, 2017, and ending on September 30, 2067.

2. RENT. Tenant shall pay to Landlord a new base rental amount of \$0.13/sqft/yr commencing on October 1, 2017, ( $\$0.13 \times 33740 = \$4,386.20/yr = \$365.51/mo$ ) 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. (33,740 sqft x .03 x 10= \$10,110). Upon each 10 year anniversary of January 1, 2018, 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 appraised lease rate for full FBO lots.

D. All other lease terms remain unchanged.

TENANT  
THE BYARD FAMILY TRUST

LANDLORD  
CARSON CITY AIRPORT AUTHORITY  
CARSON CITY, NEVADA

George Byard  
GEORGE BYARD

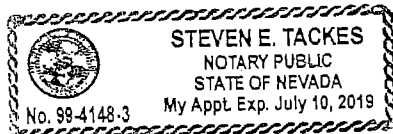
Linda Chander-Law  
LINDA CHANDER-LAW, CHAIRMAN

ATTEST:  
Larry Harvey  
LARRY HARVEY, TREASURER

STATE OF NEVADA )  
COUNTY OF Carson City ) : ss

On this 20th day of Sept, 2017, before me, the undersigned, a Notary Public, personally appeared GEORGE BYARD, Trustee of THE BYARD FAMILY TRUST, 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)

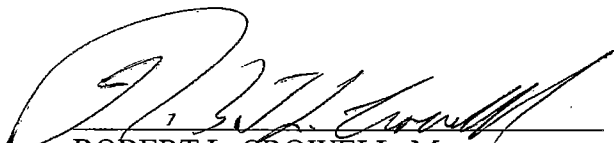
479560



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 October, 2017.

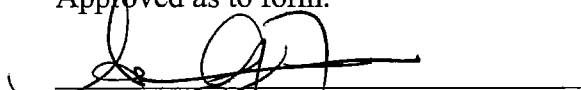
  
ROBERT L. CROWELL, Mayor

ATTEST:

  
SUSAN MERIWETHER, Clerk/Recorder

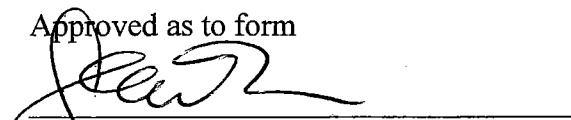
CITY'S LEGAL COUNSEL

Approved as to form.

  
DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL

Approved as to form

  
STEVEN E. TACKES, ESQ.

479560