

CARSON CITY AIRPORT AUTHORITY MEETING AGENDA

Wednesday, October 16, 2024 – 5:30 P.M.

Public Meeting at:

**CARSON CITY COMMUNITY CENTER
(Robert Crowell Board Room)
851 E. William
Carson City, Nevada**

This Agenda Prepared by Corey Jenkins, Airport Manager

- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.
- D. MODIFICATION OF THE AGENDA. *The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items. Items may be taken out of order; Items may be combined for consideration by the Authority; Items may be pulled or removed from the agenda at any time.*
- E. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak on *agendized and non-agendized matters* related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
 - 1. The public may provide public comment in advance of a meeting by written submission to the following email address: Manager@flycarsoncity.com. For inclusion or reference in the minutes of the meeting, your public comment must include your full name & address and be submitted via email by not later than 5:00 p.m. the day before the meeting. The Carson City Airport Authority values your input. Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda in person.

F. AIRPORT ENGINEER’S REPORT (*Non-Action Item*).

G. CONSENT AGENDA

- 1. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE LEASE AMENDMENT TO CACTUS AIRFORCE, LLC EXECUTING A LEASE EXTENSION FOR A PERIOD OF AN ADDITIONAL TEN YEARS AND AT CURRENT MARKET RATE.

Staff Summary: In the CARSON CITY AIRPORT LEASE AGREEMENT with CACTUS AIR FORCE, LLC, it states “WHEREAS, the Tenant and Landlord desire to enter into separate leases for the area previously subleased from Mentors Unlimited Inc., (Original lease recorded as Doc #000170359; Sublease recorded as Doc# 00013 3264) incorporating the principal terms of said lease and sublease into the Airport;”

In the FIRST ADDENDUM TO LEASE with Mentors Unlimited, it states “Mentors Unlimited, Inc., a Nevada corporation (“Mentors”); Mentors Master Lease provided: “Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of the lease may be extended for a period of ten (10) years. (Mentors Lease, Section 1 on p1)”

According to the language in the lease assignment to Cactus Air Force, LLC and the original lease with Mentors Unlimited, LLC, the extension is permitted. An appraisal was used to raise the rental rate per NRS. Staff recommends the extension.

2. FOR DISCUSSION AND POSSIBLE ACTION: RENEWAL OF THE CINDERLITE CONTRACT FOR THREE YEARS.

Staff Summary: The Cinderlite Contract will be up for renewal on November 1, 2024. The renewal includes a 15.07% CPI increase and language that allows for coordination of the installation of a MALSF if required. Staff recommends renewal.

3. FOR DISCUSSION AND POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED GRANT OF UTILITY EASEMENT (“EASEMENT”) FROM CARSON CITY TO SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY (“NV ENERGY”) TO BUILD AND MAINTAIN ELECTRIC UTILITY INFRASTRUCTURE ON PORTIONS OF ASSESSOR PARCEL NUMBERS (“APN”) 05-011-09, 005-021-14, 005-021-16, AND 005-021-17 AT THE CARSON CITY AIRPORT (“AIRPORT”).

Staff Summary: NV Energy is requiring a duly executed easement from the city before providing utility improvements needed for certain development undertaken by an airport tenant, Arrowhead Tenant, LLC. The project had previously been approved by the Authority. The terms and location are consistent with that approval. Staff recommends approval for the utility easement.

H. PUBLIC HEARINGS

1. FOR DISCUSSION: THANK OPEN HOUSE COMMITTEE FOR THEIR WORK IN PLANNING THE 2023 AND 2024 AVIATION FESTIVAL AND OPEN HOUSE.

Staff Summary: The planning committee has dedicated a significant amount of time and effort in making the Aviation Festival and Airport Open House possible and an improving success year over year. The makeup of the committee is going to change for next year, so this is an opportunity for the Carson City Airport Authority to properly thank them for their efforts.

2. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE PROPOSED LEASE AMENDMENT (“AMENDMENT”) ENTERED INTO BETWEEN CARSON TAHOE EXECUTIVE, LLC (“CTE”), AS TENANT, AND CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“CCAA”), TOGETHER AS LANDLORD. THE AMENDMENT WILL RECONFIGURE THE LEASED AREA TO ACCOMMODATE A NEW HANGAR DEVELOPMENT PLAN.

Staff Summary: The original lease was established with Mountain West Aviation, LLC on August 20, 2008, for the purpose of constructing hangars. It was assigned prior to construction, and subsequently assigned to CTE. This proposed amendment will enable the current tenant, CTE, to build two hangars with a revised design that differs from the original site plan. This adjustment aims to enhance functionality and better serve the needs of the airport community. Staff recommends approval.

- I. AIRPORT MANAGER’S REPORT (*Non-Action Item*).
- J. LEGAL COUNSEL’S REPORT (*Non-Action Item*).
- K. TREASURER’S REPORT (*Non-Action Item*).
- L. REPORT FROM AUTHORITY MEMBERS (*Non-Action Item*).
 1. Status review of projects
 2. Internal communications and administrative matters
 3. Correspondence to the Authority
 4. Status reports and comments from the members of the Authority
- M. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak about items discussed on the agenda related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
- N. AGENDA ITEMS FOR NEXT REGULAR MEETING (*Non-Action Item*).
- O. ACTION ON ADJOURNMENT.

Final

* * * * *

DELIVERED (via E-Mail) to the FOLLOWING LOCATIONS for POSTING by 9am, October 10, 2024

The Carson City Airport Website	https://flycarsoncity.com/
State of Nevada Public Notice Website	https://notice.nv.gov
Airport Terminal Building	2600 College Parkway Carson City, NV
Mountain West Aviation	2101 Arrowhead Dr. Carson City, NV
Stellar Aviation of Carson City, LLC	2640 College Parkway Carson City, NV
<i>~ Distribution made to others per request and as noted on the Airport Authority Distribution List ~</i>	
<i>Supporting materials will be posted to the Carson City Airport website www.flycarsoncity.com as available, and can be obtained upon request from the Airport Manager, 2600 E. College Parkway #6, Carson City, NV</i>	

NOTE: The Airport Authority is pleased to make reasonable accommodations for the public who are disabled and wish to attend this meeting. If special arrangements for the meeting are necessary, please notify the Airport Authority at (775) 841-2255 or cjenkins@flycarsoncity.com

Notice: NRS 241.020(3)(b) states that a request for mailed notice of meetings automatically lapses six months after it is made to the public body. A separate written request is not required for each meeting although requests are limited to six months at a time.

THE CARSON CITY AIRPORT AUTHORITY ENCOURAGES WRITTEN COMMENTS FROM THE PUBLIC. Comments should be addressed to the **Airport Manager**, and sent to the following address:

Carson City Airport Authority 2600 E. College Parkway #6, Carson City, Nevada 89706

DRAFT MINUTES
Regular Meeting
Carson City Airport Authority (CCAA)
September 18, 2024 ● 5:30 PM
Community Center Robert “Bob” Crowell Board Room
851 East William Street, Carson City, Nevada

Authority Members

Chair – Tim Puliz	Vice Chair – Harlow Norvell
Treasurer – Jon Rogers	Member – Curtis Horton
Member – Paul Hamilton	Member – Karl Hutter
Member – Michael Golden	

Staff

Steve Tackes – Airport Counsel
Corey Jenkins – Airport Manager
Briana Munoz – Public Meetings Clerk

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

Audio recordings and the meeting minutes of the Carson City Airport Authority meetings are available on <https://www.carson.org/government/city-meetings>.

A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM

(5:30:18) – Chairperson Puliz called the meeting to order at 5:32 p.m.

(5:30:46) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Tim Puliz	Present	
Vice Chair Harlow Norvell	Present	
Treasurer Jon Rogers	Absent	
Member Michael Golden	Present (via WebEx)	
Member Paul Hamilton	Present	
Member Curtis Horton	Present	
Member Karl Hutter	Present	

B. PLEDGE OF ALLEGIANCE

(5:30:29) – Led by Mr. Tackes.

C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.

(5:31:27) – Chairperson Puliz introduced the item and entertained comments, changes, and/or a motion to approve the minutes of the July 17, 2024 meeting.

(5:31:40) – MOTION: Member Horton moved to approve the minutes of the July 17, 2024 meeting. Vice Chair Norvell seconded the motion. Member Hutter abstained from the vote, as he was not present during the July 17, 2024 meeting.

RESULT:	APPROVED (5-0-0)
MOVER:	Horton
SECONDER:	Norvell
AYES:	Puliz, Norvell, Golden, Hamilton, Horton
NAYS:	None
ABSTENTIONS	Hutter
ABSENT:	Rogers

D. MODIFICATION OF THE AGENDA.

None.

E. PUBLIC COMMENT

(5:32:15) – Chairperson Puliz entertained public comments; however, none were forthcoming.

F. AIRPORT ENGINEER’S REPORT

(5:33:27) – Chairperson Puliz introduced the item. Brian Martinezmoles of Wood Rodgers provided his report, which is incorporated into the record. Mr. Jenkins referenced the report from Armstrong Consultants, which is incorporated into the record, and responded to clarifying questions regarding the straight-in approach and Offset PAPI (Precision Approach Path Indicator) construction. He added that if the FAA did not approve the project as is, additional work would be required. Mr. Jenkins responded to clarifying questions regarding charting activity.

(5:39:30) – In response to Chair Puliz’s question, Mr. Jenkins explained that the PAPI lights would remain off until the flight testing was complete. In response to Member Hutter, Mr. Jenkins stated that the timing for the flight check was not known and estimated that it would take place before the winter season.

(5:40:28) – Vice Chair Norvell asked when the current PAPI would be removed and whether the current guidance would be straight-in once the Offset PAPI was fully approved. Mr. Jenkins clarified that there were two sets of PAPI installed. He added that one would be straight-in and one would be an angled approach. Mr. Jenkins stated that the old ones were just being replaced.

G. CONSENT AGENDA

None.

H. PUBLIC HEARINGS**1. FOR DISCUSSION AND POSSIBLE ACTION: FOR DISCUSSION AND POSSIBLE ACTION: APPROVAL OF A LICENSE AGREEMENT FOR THE SOLICITATION OF AN FBO TO MANAGE AIRPORT-OWNED TIE-DOWNS ON THE NORTHWEST RAMP**

(5:41:16) – Chairperson Puliz introduced the item. Mr. Jenkins referenced the Staff Report and the Supporting Materials, which is incorporated into the record.

(5:43:19) – Mr. Tackes explained that the proposal was a license agreement rather than a lease because the ground was not being leased. He added that the existing leases at the Airport involved areas of grounds for tenants to build on or add ramp areas. Mr. Tackes stated tie-down areas were previously leased out but the FAA stopped paying for pavement maintenance. He noted that since the proposal did not involve a lease, it wouldn't trigger NRS 844, which requires approval from the City.

PUBLIC COMMENT

(5:44:38) – Deni French introduced himself as a Carson City resident and stated that he had difficulty finding the meeting agenda online. Mr. French asked whether the charter planes were being discussed and if the Airport would open fields to charter planes. He added that the flyovers seemed to be going well with planes “staying high” and “sounding good.” Mr. French thanked the Staff and Members for their work.

(5:45:33) – Chair Puliz thanked Mr. French for his comments and entertained comments and questions from Authority Members.

(5:46:06) – Member Hutter asked about the process following potential approval of the license agreement. Mr. Jenkins noted that approval of the license agreement would include the solicitation of a Fixed Base Operator (FBO) and went over the process, noting that it would be available to all FBOs in the field but the focus would be on Commercial Service FBOs as they would be the best group to handle the operation. He added that if multiple FBOs expressed interest, the opportunity would be divided among them but if one FBO wanted exclusive rights, a competitive bid process would be initiated. Mr. Tackes emphasized that the Airport was looking to ensure that the tie-downs were managed effectively so that the Airport could begin collecting rent.

(5:49:04) – In response to Vice Chair Norvell's question, Mr. Jenkins clarified that the tie-down areas involved the northwest ramp. Member Hutter asked whether the tie-downs discussed in the license agreement would be available to Airport users on a monthly basis, as opposed to daily use transients. Mr. Jenkins confirmed that the tie-downs would be available for long-term and transient tenants.

(5:51:07) – In response to Member Hutter, Mr. Jenkins explained that competition in the field would prevent egregious prices, noting that the Airport would also have tie-downs available in the event of a price-gouging situation.

(5:51:56) – MOTION: Vice Chair Norvell moved to approve the draft license agreement and solicitation of an FBO to manage the tie-downs on the northwest ramp. Member Hutter seconded the motion. The motion carried 5-0-0. Member Golden abstained from the motion due to his position as a Class 1 FBO.

RESULT:	APPROVED (5-0-0)
MOVER:	Norvell
SECONDER:	Hutter
AYES:	Puliz, Norvell, Hamilton, Horton, Hutter
NAYS:	None
ABSTENTIONS	Golden
ABSENT:	Rogers

I. AIRPORT MANAGER’S REPORT

(5:52:58) – Chairperson Puliz introduced the item. Mr. Jenkins referenced the Airport Manager’s Report and provided his report, which is incorporated into the record.

(5:58:27) – Vice Chair Norvell asked about the seal and paint coat on Taxiway Bravo and Mr. Jenkins confirmed that trenching for utilities was expected to take place in a week. Mr. Jenkins noted that a timeline was not in place for pavement maintenance but would likely occur after winter. He continued with the Airport Manager’s report.

(6:01:52) – In response to Vice Chair Norvell, Mr. Jenkins provided an update regarding the Stellar 7460, noting that it had been approved.

(6:02:23) – Member Hutter inquired about the planning for the runway extension, asking if the process would address the straightening of Taxiway Charlie or Delta. Mr. Jenkins explained that the first portion of the runway extension project would involve a feasibility study and 25 percent design, noting that the results of the study would determine what construction would look like. He mentioned that a feasibility study was not part of the initial planning process but there were some issues that had to be identified, including better forecasting and addressing FAA concerns.

(6:04:27) – Mr. Jenkins and Mr. Martinezmoles responded to clarifying questions regarding the drainage project and the construction of paved shoulders.

J. LEGAL COUNSEL’S REPORT

(6:05:43) – Chairperson Puliz introduced the item. Mr. Tackes did not have any additional items to report.

K. TREASURER’S REPORT

(6:05:54) – Chairperson Puliz introduced the item and noted that Treasurer Rogers was not in attendance.

L. REPORT FROM AUTHORITY MEMBERS

1. STATUS REVIEW OF PROJECTS

2. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

3. CORRESPONDENCE TO THE AUTHORITY

4. STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE AUTHORITY

(6:06:02) – Chairperson Puliz entertained Member reports; however, none were forthcoming.

M. PUBLIC COMMENT

(6:06:15) – Chairperson Puliz entertained public comments; however, none were forthcoming.

N. AGENDA ITEMS FOR NEXT REGULAR MEETING

(6:06:22) – Chairperson Puliz entertained requests for agenda items for the next CCAA meeting; however, none were forthcoming.

O. ACTION ON ADJOURNMENT

(6:06:57) – MOTION: Chairperson Puliz adjourned the meeting at 6:06 p.m.

The Minutes of the September 18, 2024 Carson City Airport Authority meeting are so approved on this 16th day of October 2024.



Engineer's Report

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

To: Carson City Airport Authority
From: Brian Martinezmoles **CC:** Mr. Corey Jenkins, Airport Manager
Date: October 14, 2024
Subject: Engineer's Report for Carson City Airport Authority Board Meeting

Please find below a status report of the projects and/or tasks Wood Rodgers is currently engaged in on behalf of the Carson City Airport.

1.0. Airport Capital Improvement Program

Pending approval of the Runway Drainage project CatEX, we will work with the Airport Manager to proceed with that project.

2.0. Plan Review for Arrowhead Tenant

Wood Rodgers, in conjunction with the Airport Manager, worked with the development contractor / engineer for general coordination.



CCAA BOARD MEMO

Agenda Item: G-1

BOARD MEMO 2024-20

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE LEASE AMENDMENT TO CACTUS AIRFORCE, LLC EXECUTING A LEASE EXTENSION FOR A PERIOD OF AN ADDITIONAL TEN YEARS AND AT CURRENT MARKET RATE.

Staff Summary: In the CARSON CITY AIRPORT LEASE AGREEMENT with CACTUS AIR FORCE, LLC, it states “WHEREAS, the Tenant and Landlord desire to enter into separate leases for the area previously subleased from Mentors Unlimited Inc., (Original lease recorded as Doc #000170359; Sublease recorded as Doc# 00013 3264) incorporating the principal terms of said lease and sublease into the Airport;”

In the FIRST ADDENDUM TO LEASE with Mentors Unlimited, it states “Mentors Unlimited, Inc., a Nevada corporation (“Mentors”); Mentors Master Lease provided: “Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of the lease may be extended for a period of ten (10) years. (Mentors Lease, Section 1 on p1)”

According to the language in the lease assignment to Cactus Air Force, LLC and the original lease with Mentors Unlimited, LLC, the extension is permitted. An appraisal was used to raise the rental rate per NRS. Staff recommends the extension.

Agenda Action: Formal Action/Motion

Time Requested 0 Minutes

Proposed Motion

I move to approve the First Amendment to the Cactus Airforce, LLC. lease and authorize the Staff to proceed with a request for Board of Supervisor approval

CCAA'S Strategic Goal

Maintain financial stability and support economic activity in the region.

Previous Action

May 22, 1987 - The original Mentor's Unlimited lease was recorded

June 4, 2014 - A fifth addendum with a size reduction and split off Cactus sublease into its own lease was recorded

Executive Summary

As the Authority knows, the Nevada Revised Statutes requires that lease rates used must meet current market rates. As such, and in discussions with the tenant, we have set the new rental rate at the most recent appraised rate. In short, the only change to the lease is the 10-year extension and the new current rental rate. The new lease rate will increase from \$1883.04 annually to \$5,100 annually. Following CCAA approval, we will submit it to the Board of Supervisors for their approval.

Recommendation:

Approve the amendment to the Cactus Airforce, LLC. lease extending the term by 10 years and updating the rate to the current market rate.

Financial Information

Is there a fiscal impact?

No Yes

If yes, account name/number & amount: 3099 General Fund

General Fund/ Federal Share: \$5,100 annually with a CPI increase every two years

Is it currently budgeted?

Yes

Alternatives

Do not approve the amendment as presented and suggest changes.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN 005-011-89

When Recorded, Return To:

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

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

This First Amendment to lease, made and entered into this ___ day of October, 2024, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and CACTUS AIR FORCE, LLC, a Nevada Limited Liability Company (Tenant), whose address is 2600 College Parkway #33, 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 dated April 16, 2014 recorded June 4, 2014, as Doc. No. 444890 (the “Lease”).

WHEREAS, the Lease is scheduled to expire on December 7, 2024.

WHEREAS, Tenant’s Lease was originally a sublease under a Master Lease held by Mentors Unlimited, Inc., a Nevada corporation (“Mentors”); Mentors Master Lease provided: “Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of the lease may be extended for a period of ten (10) years. (Mentors 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 \$0.34 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 Mentors Master Lease.

THEREFORE, Landlord and Tenant agree as follows:

1. The Lease is extended for 10 years with a new expiration date of December 7, 2034.

2. The rental amount is increased upon approval of this Amendment to \$0.34 per sq. ft. per year (15,000 sq ft times \$0.34 equals \$5,100 per year, or \$425 per month). The CPI provision set forth in the Lease shall continue to apply on two year anniversary intervals from January 1, 2024 (Lease, Section 4 on p2).
3. All other terms and conditions of the Lease are unchanged.

TENANT
 CACTUS AIR FORCE, LLC.

LANDLORD
 CARSON CITY AIRPORT AUTHORITY
 CARSON CITY

 Rick R. Clemens, Manager

 Tim Puliz, Chairman

ATTEST:

 Jon Rogers, Treasurer

STATE OF NEVADA)

: ss

CARSON CITY)

On this ____ day of September , before me, the undersigned, a Notary Public, personally appeared Rich R. Clemens, Manager of CACTUS AIR FORCE, LLC, 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 _____, 2024.

LORI BAGWELL, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

WILLIAM SCOTT HOEN, Clerk/Recorder

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.

LEASE OF CARSON CITY AIRPORT PROPERTY

THIS AGREEMENT made and entered into this 21 day of May, 1987, by and between CARSON CITY, a consolidated municipality of the State of Nevada, LESSOR, hereinafter referred to as "CITY", and MENTORS UNLIMITED, INC., a Nevada corporation, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the CITY and LESSEE desire to enter into an agreement providing for the lease of certain airport property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. PROPERTY LEASED:

The CITY hereby leases to LESSEE that certain portion of the Carson Airport which is defined on the map attached hereto marked Exhibit "A" and made a part hereof by this reference. Said portion 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 quarter 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 - 260 feet; thence north 72°41'25" west - 241 feet; thence north 17°18'35" east - 260 feet to the point of beginning. The above described parcel has an area of 62,660 sq. ft. or 1.4385 acres more or less."

II. TERM OF LEASE:

It is agreed that LESSEE is granted the aforedescribed premises to have 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

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 *VEN* ~~3. Aircraft rental.~~ *WSA*
- 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,

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

These FAA regulations require:

Aeronautical Uses

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

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

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

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

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

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

Non-Aeronautical Uses

7. That there is hereby reserved to CITY, its successors and assigns, for the use and benefit of the public, a right of flight for the 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 MEMIORS UNLIMITED, INC., P. O. Box 2667, Carson City, Nevada
28 89702, and any notice to be given or served upon the CITY shall be

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

XIV. SUCCESSORS AND ASSIGNS:

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

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

CARSON CITY

By *Dan Flamer*
DAN FLAMER, Mayor

"LESSOR"

ATTEST:

By *Ted P. Thornick*
TED P. THORNICK, Clerk

APPROVED AS TO FORM:

By *Robert L. Auer*
ROBERT L. AUER
Deputy District Attorney

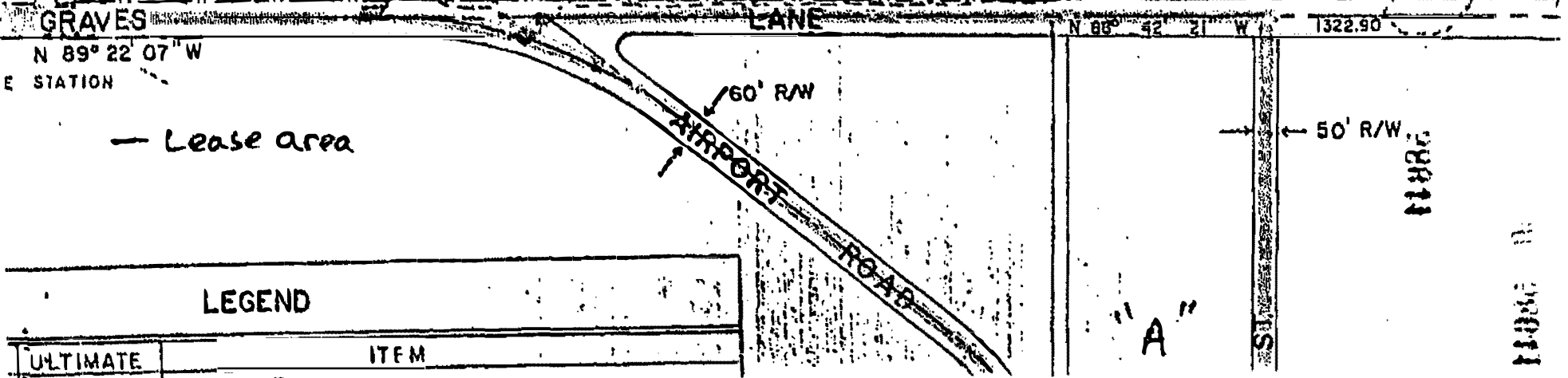
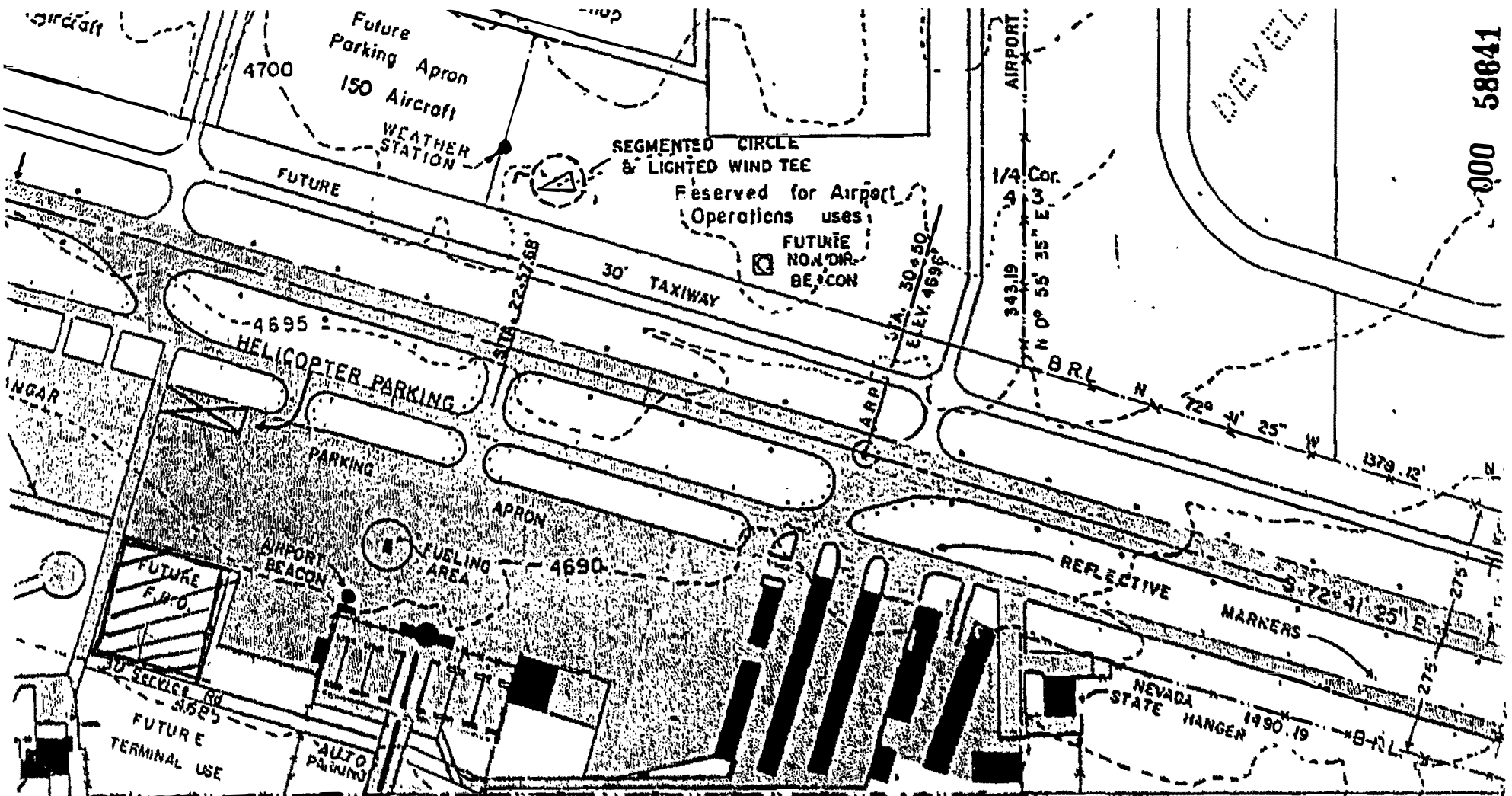
MENTORS UNLIMITED, INC.

Neil Weaver
NEIL WEAVER

"LESSEE"

Donald Miller
Attorney at Law
Approval as to form
representing Mentors Unlimited

000 58841



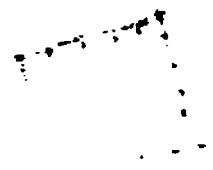
— Lease area

LEGEND

ULTIMATE	ITEM

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OFFICE OF
Sed Thornton
MAY 22 1935

FILED 000 58841

CLERK OF THE COURT
BY *Perondi* DEPUTY

4/c 000 58841

18888 3.

ADDENDUM TO LEASE

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3 THIS ADDENDUM TO LEASE, made and entered into this 30th day
4 of November, 1992, by and between CARSON CITY AIRPORT AUTHORITY,
5 successor to CARSON CITY, a consolidated municipality of the
6 State of Nevada, hereinafter referred to as LESSOR, and MENTORS
7 UNLIMITED, INC., a Nevada corporation, hereinafter referred to
8 as LESSEE.

9 WITNESSETH:

10 WHEREAS, LESSOR and LESSEE have entered into a certain lease
11 dated May 21, 1987, regarding a certain portion of the Carson
12 City Airport; and

13 WHEREAS, the ^{Carson City Airport Authority} ~~parties~~ desire to resolve ambiguities regarding
14 the CPI adjustment clause provision of the Agreement.

15 NOW THEREFORE, for and in consideration of the mutual
16 covenants and agreements set forth herein the parties hereby
17 agree:

18 1. That the CPI adjustment to rent effective December 1,
19 1992 shall be 24% of the base rent rate. (ie \$.05/sqft/yr raised
20 to \$.062/sqft/yr)

21 2. That section VII(3) of the Agreement is hereby further
22 amended to read as follows:

23 3. An adjustment of the rental and fees above
24 described shall occur on two year anniversary intervals
25 from December 1, 1992, during the term of this Lease.
26 Such adjustment of rental shall be based upon the
27 percentage increase reflected by the Consumer Price
28 Index (hereinafter called the Price Index) for the

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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 Spil O. W...

WPSI/ARPTLSE2ADD

FILED FOR RECORD
AT THE REQUEST OF
CROWN / 278 /
'93 FEB 17 P2:47

FILE NO. **000140253**
RITOSHI NISHIKAWA
CARSON CITY RECORDER
FEES *7.00* DER *VC*

000140253

000140253

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

MC [Signature]

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, NW 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

444891

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.

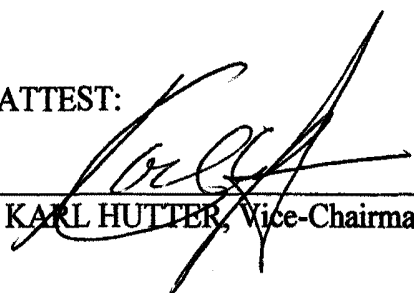
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease.

CARSON CITY AIRPORT AUTHORITY,

LESSOR

By 
GUY WILLIAMS, Chairman

ATTEST:


KARL HUTTER, Vice-Chairman

MENTORS UNLIMITED, INC., LESSEE

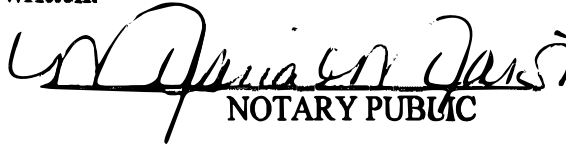
By 
Neil A. Weaver, President

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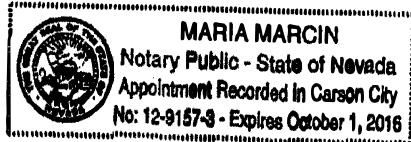
STATE OF NEVADA)
 : ss
CARSON CITY)

On this 17th 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)



444891

CARSON CITY

Approved by the Board of Supervisors this 15th day of May, 2014.



ROBERT L. CROWELL, Mayor

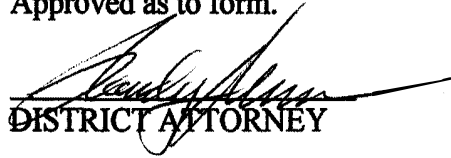
ATTEST:



ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL

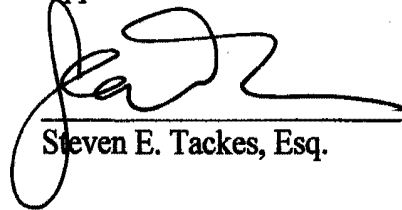
Approved as to form.



DISTRICT ATTORNEY

AIRPORT COUNSEL

Approved as to form.



Steven E. Tackes, Esq.

444891

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2014 JUN -4 PM 3:19

FILE NO. 444890
ALAN GLOVER
CARSON CITY RECORDER
N/C

APN _____

APN _____

APN _____

FOR RECORDER'S USE ONLY

Carson City Airport Lease Agreement - Cartus Air
TITLE OF DOCUMENT Force, LLC

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:

Ce Clerk

201 N. Carson St., Ste. 1

Ce, NV 89701

444890

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 16 day of April, 2014, between Carson City, the Carson City Airport Authority (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and CACTUS AIR FORCE LLC, a Nevada limited liability company (AKA CACTUS AIR FORCE LIMITED LIABILITY COMPANY) (Tenant), whose address is 2600 College Parkway #33 Carson City, Nevada 89706.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter into separate leases for the area previously subleased from Mentors Unlimited Inc., (Original lease recorded as Doc #000170359; Sublease recorded as Doc# 000133264) incorporating the principal terms of said lease and sublease into the Airport; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport identified as the western-most area approximately 100 feet wide by 150 feet deep as shown on the attached map as the "Buehn Sublease 100 x 150" attached hereto as Exhibit A-1, and as fully described on Exhibit A ("Legal Description") to this lease ("premises"), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall end on December 7, 2024.

3. RENT. Tenant shall pay to Landlord:

A. \$1,560.00 per year (\$130.00 per month); calculated as \$0.104 per square foot per year for the entire leased area (15,000 sq. ft.) Rent shall be payable monthly with payments thereafter due on the first day of each month. Tenant shall be responsible for the paving of ramp and taxiway area within the leasehold boundaries.

B. Tenant shall not be required to pay, per acre leased, in utilities infrastructure fees for existing utilities, to utilize the utility plant previously installed on the Airport at the expense of the

Airport Authority. However any new utility hookup fees may be assessed by the Carson City Utility Department.

4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2014, 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 2013 is 155.0 (1982-1984=100) and for December 2011 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 shall maintain the existing improvements. For all new construction upon the premises, Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code.

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. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this Agreement, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

444890

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.

G. Failure to provide the required certificates of insurance if such failure continues after 10 days written notice.

H. Failure to complete construction of the facilities as required by this Lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this Lease under this subsection H at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

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. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the Landlord for the account of Tenant may be deemed to be additional charges and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord or City may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. 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.

C. 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 the permitted FBO activities identified below. Tenant is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord. Landlord hereby designated Tenant as a Class I Fixed Base Operator within the meaning of Section 19.02.020.350 of the Carson City Municipal Code.

Tenant is specifically permitted but not required to offer the following services:

1. Sales of new and used aircraft, including demonstrations of aircraft for sale.
2. Sales of aircraft parts, retail and wholesale, radio and electronic equipment, navigation and airman supplies and accessories.
3. Flight operations, rental and charter (with or without pilot), air taxi and air ambulance.
4. Flight training (primary and/or advanced).
5. Maintenance, repair and overhaul of all types of aircraft, engines, instruments, radio and electronic gear.
6. Aircraft interior work.
7. Aircraft finishing and painting.
8. Aircraft storage and tie-down.
9. Any other service or activity which may be provided by a Fixed Base Operator under the rules and regulations of Landlord, including but not limited to the services and activities enumerated in Section 19.02.020.350 of the Carson City Municipal Code, provided that such other service or activity is approved by Landlord through formal action.

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. No person may live in, or otherwise inhabit, any hangars constructed on the property leased. AIRCRAFT- All aircraft stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 days. Tenant shall supply Landlord with evidence of the registration

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and taxation information on the one year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiways between premises and runway. 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 and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA) or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions and charges as other Airport users.

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. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. 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. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the Assurances

granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

- a. Title 49, USC, subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. Such Executive Orders as may be applicable to FAA AIP funding.
- z. Such Federal Regulations as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at http://www.faa.gov/airports_airtraffic/airports/aip/grant_assurances/medi a/airport_sponsor_assurances.pdf or such updated listing at the official website maintained by the FAA.

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 term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company and other entity for ownership by more than one person permitted by Nevada law.

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 TWO MILLION DOLLARS (\$2,000,000.00), 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 an additional insured and requires that the insurance carrier underwriting such coverage give the Landlord thirty (30) days written notice prior to cancellation of or material alteration to the policy.

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

C. Review of Insurance coverage. Landlord and Carson City reserve the right, every five years, to review and adjust the amount of insurance coverage required.

D. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this Lease, until the time Tenant surrenders the premises.

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 Carson City, Landlord, its officers, boards, commissions, agents, and employees from any and all claims directly related to or connected with the use of occupation of the leasehold property 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 Carson City and Landlord from environmental liability for contamination or damage to the premises and any adjacent area to the premises related or connected with the occupation or use of the leasehold property..

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

12. ENVIRONMENTAL. The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws and Permits. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands except in strict compliance with Environmental Laws and any applicable Permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environmental by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws.

Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands, except in compliance with applicable Environmental Laws. If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands, the Tenant will take all necessary action, at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will

provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and save harmless Carson City, Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

(a) a breach by the Tenant of any of the covenants contained in this Section;

(b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands;

(c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands; or

(d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. **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.

14. 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.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant 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 expiration of lease period, or upon termination of this lease, 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.

16. 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.

17. 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 a regularly scheduled meeting of the Carson City Airport Authority for consideration.

18. 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.

19. 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.

20. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the bid submissions.

---NEXT PAGE IS SIGNATURES---

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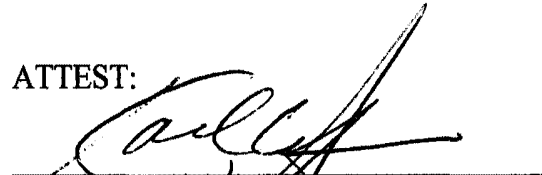
TENANT
CACTUS AIR FORCE, LLC , aka
CACTUS AIR FORCE LIMITED
LIABILITY COMPANY


By: RICK R. CLEMENS, Manager

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA


GUY WILLIAMS, CHAIRMAN

ATTEST:


KARL HUTTER, VICE CHAIR

STATE OF NEVADA)
 : SS
COUNTY OF Carson City

On this 17th day of April, 2014, before me, the undersigned, a Notary Public, personally appeared RICK R. CLEMENS, Manager, Cactus Air Force LLC, known 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)



444890

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, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

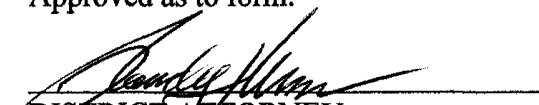
Approved by the Board of Supervisors this 15th day of May, 2014.


ROBERT L. CROWELL, Mayor

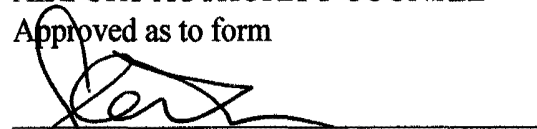
ATTEST:


ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form


STEVEN E. TACKES, ESQ.

444890

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 to the point of beginning; thence continuing south 72°41'25" east - 241 100 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 241 100 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 15,000 sq. ft. more or less."

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining.

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**APPENDIX A
CARSON CITY AIRPORT AUTHORITY**

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHALL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.



CCAA BOARD MEMO

Agenda Item: G-2

BOARD MEMO 2024-21

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: RENEWAL OF THE CINDERLITE CONTRACT FOR THREE YEARS.

Staff Summary: The Cinderlite Contract will be up for renewal on November 1, 2024. The renewal includes a 15.07% CPI increase and language that allows for coordination of the installation of a MALSF if required. Staff recommends renewal.

Agenda Action: Formal Action/Motion

Time Requested 0 Minutes

Proposed Motion

I move to approve the renewal of the Cinderlite Contract.

CCAA'S Strategic Goal

Maintain financial stability and support economic activity in the region.

Previous Action

February 15, 2012 (Item G-1) – The CCAA approved the first contract with Cinderlite

November 18, 2015 (Item F-2) – The CCAA approved an extension to the Cinderlite contract

November 14, 2018 (Item G-3) – The CCAA approved an extension to the Cinderlite contract

October 25, 2021 (Item G-2) – The CCAA approved an extension to the Cinderlite contract

Executive Summary

N/A

Recommendation:

Approve the contract renewal

Financial Information

Is there a fiscal impact?

No Yes

If yes, account name/number & amount: 3099 General Fund

General Fund/ Federal Share: 15.07% increase from \$1.81 to \$2.08 per ton of material sold from the site.

Is it currently budgeted?

Yes

Alternatives

Do not approve the contract as presented and suggest changes.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Surplus Rock and Aggregate Material Extension Agreement

This Extension Agreement ("Agreement") is made effective November 1, 2024, by and between Corey Jenkins, A.A.E., Airport Manager, on behalf of the CARSON CITY AIRPORT AUTHORITY ("Airport") and CINDERLITE TRUCKING CORPORATION ("BUYER") (collectively, the "parties"). Pursuant to Section P (Miscellaneous) of the existing Extension Agreement entered into by the parties, the parties hereby agree to extend the Surplus Rock and Aggregate Material Agreement (dated November 21, 2018 and extended on November 1, 2021) for an additional 3 years.

All terms and conditions remain in place and are extended to the new termination date except for the royalty paid to the Airport. The royalty shall be adjusted to reflect the CPI increase of 15.07% from August 2021 to August 2024 (most current available data). The royalty paid to the Airport shall be \$2.08 per ton of material sold from the site during the term of the extension. (15.07% increase to \$1.81)

The parties agree that BUYER will begin the restoration of terrain in the area designated by the Airport in coordination with the Airport Manager. The remainder of the restoration shall occur on or before the termination date of the Agreement. BUYER has been notified that the Airport may need to install a Medium Intensity Approach Lighting System with Sequenced Flashing Lights (MALSF) in the work area, and if such occurs then BUYER will cooperate with Airport so that BUYER's work does not interfere with the installation of the lighting.

P. MISCELLANEOUS

1. This Agreement may be otherwise amended or modified only in writing and only upon the mutual written consent of the parties hereto.
2. The rights and privileges hereby granted or reserved to the parties may not be assigned.
3. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assignees of the parties hereto.
4. This Agreement shall be construed in accordance with the laws of the State of Nevada. Jurisdiction over any legal action shall be in Carson City, Nevada.
5. In the event any phrase, Section or other portion of this Agreement is deemed to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
6. By signing this Agreement, the signatories represent that they have full authority to bind their respective entities.

IN WITNESS WHEREOF, this agreement has been executed.

Greg Lehman
Cinderlite Trucking Corporation

Corey Jenkins, A.A.E., Airport Manager

Tim Puliz, CCAA Chair

Date

Date

Surplus Rock and Aggregate Material Agreement

This Agreement is made effective this 13th day of March, 2012, by and between Tim Rowe, Airport Manager, on behalf of the CARSON CITY AIRPORT AUTHORITY ("Airport") and CINDERLITE TRUCKING CORPORATION ("BUYER") (collectively, the "parties"), regarding the agreement of the parties to sell to BUYER such surplus rock and aggregate material ("material") for use off-Airport.

Whereas, the Airport has excess material (collectively "material") which Airport desires to sell to BUYER, and which has been declared surplus by the Airport; and

Whereas, BUYER desires to purchase said material; and

Whereas, BUYER will pursue a grading permit and any other permits required to remove the material, if needed; and

Now therefore, the parties agree to the terms as follows:

A. TERM and CONDITIONS

1. The material to be purchased is that identified in the RFP. BUYER has made his own estimate of the volume and quality of the material.
2. BUYER may begin removing the material on the execution date of this Agreement or as soon thereafter as permitting allows, and shall complete its removal no later than 4 years after execution of this Agreement.
3. Terms of any grading permit, time of operations on Airport, location and traffic flow, shall be subject to Airport Manager approval.
4. BUYER shall remove all surplus material identified in the approved grading plan unless otherwise approved by the Airport Manager to relocate some or all of the material to another area on the Airport.
5. The area of material removal and the location of any processing will be designated by agreement between the Airport Manager and BUYER so as to minimize interference to airport operations or annoyance to neighbors.
6. BUYER shall post a performance bond in an amount necessary to ensure that grading and seeding is completed at the conclusion of the rock removal, in the amount of \$15,000. (BUYER may use secured savings account with the Airport Authority named for the bond amount).

B. PRICE and VOLUME:

1. The Airport will sell to BUYER the excess material as designated above at the sales price of \$1.52 per ton (bid amount).
2. Volume of material: No determination of quantity has been made by the Airport. It shall be the BUYER's responsibility to determine

the quantity of surplus material available for removal from the Airport. Airport is not guaranteeing purchase of material beyond that which Airport can supply on site as surplus.

3. The Airport makes no warranties as to the quality of the material. BUYER has inspected the material and has satisfied itself that such is suitable for its needs.

C. MATERIAL REMOVAL LOCATION

Airport Manager shall determine access points to Airport such that rock removal and transportation minimizes impact to Airport operations. BUYER agrees to not interrupt Airport operations, except when permitted by Airport Manager and under terms designated by Airport Manager.

D. DRAINAGE

Drainage shall be maintained such that the areas from which material is removed shall not bear an appreciably greater portion of the storm water flow than prior to the project. Additionally, existing Airport drainage patterns shall not be altered without approval by the Airport Manager and Airport Engineer.

E. DUST CONTROL

Dust control by water application and or other means shall be maintained by the BUYER as required by the NDEP dust control permit and/or the City grading permit.

F. ENVIRONMENTAL CONTROL

Environmental control and the compliance with all applicable Federal, State and local laws and requirements related thereto shall be the responsibility of BUYER.

G. GRADING PLAN

1. BUYER shall prepare and submit a grading plan to be approved by Airport Manager and Airport Engineer prior to removal of material.
2. Location of a haul road through the Airport shall be determined by Airport Manager. BUYER shall be responsible for any off-Airport haul arrangements and permits.
3. Airport Engineer shall, upon request, provide such existing documentation as may assist BUYER in developing a grading plan. If such provision involves more than nominal expense on the part of the Airport Engineer, Airport Engineer shall notify BUYER of such expense and BUYER shall make arrangements with the Airport to compensate the Airport Engineer.

H. RECLAMATION AND RESEEDING PLAN

A reclamation and reseeding plan shall be developed by the BUYER and shall be approved by the Airport Manager and Airport Engineer prior to removal of material.

I. PERMITS

All permits and Licenses required by the United States of America, the State of Nevada, Carson City, or the Carson City Airport Authority shall be obtained by BUYER at their own expense.

J. SAFETY

1. RADIO: The BUYER's on site representative shall have on their person a working aviation radio tuned to the UNICOM frequency of 123.0 and shall monitor all aircraft radio traffic to ensure men and equipment do not interfere with airport operations. The Airport Manager can assist the BUYER with operation of the radio as necessary.
2. EQUIPMENT: All equipment shall be kept outside of the Runway Safety Area, Object Free Area, and Airspace unless otherwise approved by the Airport Manager.
3. FLAGS: The BUYER shall use flags or flashing amber lights on all equipment operating on the Airport property.
4. RUNWAY PROTECTION: The BUYER shall notify the Airport Manager at least 72 hours prior to working at or above the grade of the runway when adjacent to area marked as Off Limits –No Work on the RFP Grading exhibit.

K. TAXES

All taxes related to the sale of material, except income taxes due by the Airport, shall be the responsibility of BUYER.

L. INSURANCE

1. BUYER shall provide liability insurance in an amount no less than two million dollars naming the Carson City Airport Authority, and Carson City as additional insured.
2. BUYER to maintain auto insurance covering liability in an amount of not less than \$1,000,000 and property damage of not less than \$100,000 for all vehicles operated on Airport property.

M. HOLD HARMLESS – INDEMNITY

1. BUYER shall indemnify, defend and hold harmless Airport from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature occurring as the result of BUYER's acts or omissions or anyone acting under its direction, control, or on its behalf or for whom it is legally responsible, in connection with or incident to the removal of construction material from Airport's property. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, and damage to any property, regardless of where located, including the property of Airport. Notwithstanding anything contained in this Agreement that may be construed to the contrary, neither party will be liable to the other for any indirect, special or consequential damages.
2. Notwithstanding anything contained in this Agreement to the contrary, BUYER will not be responsible for any hazardous materials that were present prior to BUYER's first entry onto the Airport's property pursuant to

this Agreement or were caused by the willful or negligent act of Airport or a Third Party who are not BUYER's employees, partners, agents, invitees, contractors or subcontractors subsequent to the date of this Agreement. Airport shall indemnify, defend and hold harmless BUYER, its administrators, officers, employees, agents from and against all liabilities, claims, demands, injuries, damages, losses, awards, actions, causes of action or judgments arising out of or resulting from any hazardous materials found prior to the date of this Agreement or caused by the act or omission of Airport or anyone for whom Airport is responsible including its representative and agents subsequent to the date of this Agreement.

3. BUYER shall be responsible for any uncontrolled dust related to BUYER's operations under this agreement during the period of the agreement and extending until the acceptable completion of the Reclamation and Reseeding plan under H above.

N. MEASUREMENT AND PAYMENT TERMS

1. Measurement of surplus material removed from the Airport shall be made by the tonnage per day. BUYER shall provide load tickets to determine the amount of surplus material removed each day or other method as approved by the Airport Manager. Measurement of the surplus material removed from the Airport may be waived by the Airport Manager if the BUYER chooses to make lump sum payments based on quantities determined by a land surveyor licensed in the State of Nevada and verified by the Airport Manager as being accurate.
2. For any payments due, BUYER shall promptly make monthly payments within 15 days following the month in which material was removed. Failure to make such payments shall be cause for the Airport Manager to suspend all further operations of BUYER and proceed with termination of the Agreement without limiting the rights of the Airport to pursue collection and damages for BUYER's breach.
3. Should BUYER not remove its equipment and vacate property within 30 days of the expiration of BUYER's right to remove material, BUYER shall pay a monthly equipment space rent of \$10,000 until all equipment is removed.


O. TERMINATION

1. In the event that BUYER violates the terms of this Agreement or if BUYER's actions under this Agreement endanger airport operations, the Airport Manager will notify BUYER as to the problem and work with BUYER to find a solution. If no solution can be found, then Airport may terminate this Agreement.
2. In any termination of this Agreement, if BUYER has begun removal of material, then the terms of this Agreement regarding payment and remediation shall still apply.

P. MISCELLANEOUS

1. This Agreement may be otherwise amended or modified only in writing and only upon the mutual written consent of the parties hereto.
2. The rights and privileges hereby granted or reserved to the parties may not be assigned.
3. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assignees of the parties hereto.
4. This Agreement shall be construed in accordance with the laws of the State of Nevada. Jurisdiction over any legal action shall be in Carson City, Nevada.
5. In the event any phrase, Section or other portion of this Agreement is deemed to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
6. By signing this Agreement, the signatories represent that they have full authority to bind their respective

IN WITNESS WHEREOF, this agreement has been executed.



BUYER - Cinderlite Trucking Corp
Greg Lehman
authorized representative

3/13/2012
DATE



Tim Rowe,
Airport Manager

Mar. 13, 2012
DATE

Surplus Rock and Aggregate Material Extension Agreement

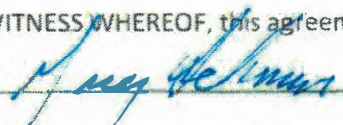
This Extension Agreement ("Agreement") is made effective this 16th day of November 2018, by and between Kenneth G. Moen, A.A.E., Airport Manager, on behalf of the CARSON CITY AIRPORT AUTHORITY ("Airport") and CINDERLITE TRUCKING CORPORATION ("BUYER") (collectively, the "parties"). Pursuant to Section P (Miscellaneous) of the existing Extension Agreement entered into by the parties, the parties hereby agree to extend the Surplus Rock and Aggregate Material Agreement (dated November 18, 2015) beginning November 16, 2018 through November 30, 2021.

All terms and conditions remain in place and are extended to the new termination date except for the royalty paid to the Airport. The royalty shall be adjusted to reflect the CPI increase of 9.82% from 2012 contract inception date. The royalty paid to the Airport shall be \$1.67 per ton of material sold from the site beginning November 1, 2018.


P. MISCELLANEOUS

1. This Agreement may be otherwise amended or modified only in writing and only upon the mutual written consent of the parties hereto.
2. The rights and privileges hereby granted or reserved to the parties may not be assigned.
3. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assignees of the parties hereto.
4. This Agreement shall be construed in accordance with the laws of the State of Nevada. Jurisdiction over any legal action shall be in Carson City, Nevada.
5. In the event any phrase, Section or other portion of this Agreement is deemed to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
6. By signing this Agreement, the signatories represent that they have full authority to bind their respective entities.

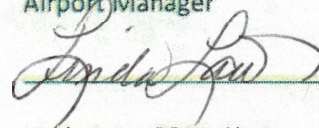
IN WITNESS WHEREOF, this agreement has been executed.



Greg Lehman
Cinderlite Trucking Corporation



Kenneth G. Moen, A.A.E.
Airport Manager



Linda Law, CCAA Chair

11/21/18

Date

11/21/18

Date



OFF LIMITS -
NO WORK

OFF LIMITS -
NO WORK

OFF LIMITS -
NO WORK

LIMITS of ROCK
REMOVAL

LIMITS of ROCK
REMOVAL

3:1 MAX
SLOPE

3:1 MAX
SLOPE

3:1 MAX
SLOPE

3:1 MAX
SLOPE

3:1 MAX
SLOPE

3:1 MAX
SLOPE

3:1 MAX
SLOPE

PERPETUATE
EXISTING DRAINAGE

POSSIBLE FILL AREA
MATERIAL NOT TO
EXCEED 2' DIAMETER

BOWERS LANE GATE

HAUL ROAD

ARROWHEAD DRIVE

27

CONSTRUCTION & CONTROL POINTS TABLE

File: P:\Cinderlite Trucking Co Inc - 023705 - Airport Grading Plan\CL Airport.cad

Point No.	Northing (Y)	Easting (X)	Elev (Z)	Description
1	14742228.94	2289833.97	4692.61	NSG CXP A
2	14742228.94	2289833.97	4692.61	NSG CXP A
3	147413268.71	2302023.54	4666.78	NSG CXP C
50	147413268.71	2302023.54	4666.78	NSG CXP C
51	14741666.64	2304011.36	4642.05	BM FLIGHT PAIL
201	14741794.19	2303104.57	4643.52	PONDED WATER
202	14741691.59	2303328.54	4631.58	FILE IN CAMP
203	14741514.88	2301806.41	4684.47	FG GRADING LIMIT
204	14741514.88	2302000.50	4668.97	FG GRADING LIMIT
205	14741574.40	2302000.50	4655.43	FG GRADING LIMIT
206	14741374.85	2302382.15	4650.48	FG GRADING LIMIT
207	14741341.64	2302716.54	4643.05	FG GRADING LIMIT
208	14741351.01	2302716.54	4643.05	FG GRADING LIMIT
209	14741351.01	2303275.53	4647.86	FG GRADING LIMIT
210	14741514.19	2303275.53	4643.69	FG GRADING LIMIT
211	14741763.18	2303275.53	4647.86	FG GRADING LIMIT
212	14741956.68	2303023.99	4647.86	FG GRADING LIMIT
213	14742175.14	2302717.53	4647.86	FG GRADING LIMIT
214	14742307.31	2302271.16	4672.41	FG GRADING LIMIT
215	14742307.31	2302271.16	4672.41	FG GRADING LIMIT
216	14742322.84	2302074.79	4673.16	FG FL
217	14742322.84	2302074.79	4673.16	FG FL
218	14742300.41	2302482.03	4656.97	FG FL
219	14741876.63	2302640.23	4652.88	FG FL
220	14741855.09	2302580.53	4651.89	FG FL
221	14741855.09	2302580.53	4651.89	FG FL
222	14741801.02	2302271.51	4659.84	FG FL
223	14741801.02	2302271.51	4659.84	FG FL
224	14741818.76	2302137.09	4663.39	FG FL
225	14741818.76	2302005.07	4673.39	FG FL
226	14741608.42	2302562.08	4651.88	FG FL
227	14741715.32	2302016.01	4689.80	FG GRADING LIMIT
228	14741882.97	2302443.29	4685.03	FG GRADING LIMIT
229	14741762.70	2302550.13	4690.31	FG GRADING LIMIT
230	14741856.48	2302550.34	4691.75	FG GRADING LIMIT
231	14741945.31	2302482.92	4689.05	FG GRADING LIMIT
232	14742008.20	2302277.72	4690.40	FG GRADING LIMIT
233	14742081.24	2302085.01	4690.08	FG GRADING LIMIT

GRADING PLAN NOTES:

- THIS MAP IS PREPARED TO ILLUSTRATE TOPOGRAPHY AND FEATURES FOR ENGINEERING AND CONSTRUCTION ONLY. NO INFORMATION SHALL BE CONSTRUED TO REPRESENT A FORMAL SURVEY OF THE SUBJECT PROPERTY, OR TO RENDER ANY OPINION THEREON.
- BASES OF BEARINGS: NEVADA STATE PLANE, WEST ZONE, NAD83, GRID COORDINATES, PER REF-1
- BASES OF ELEVATIONS: NAD 88 PER NATIONAL GEODETIC SURVEY (NSG) BENCHMARK, NSG CXP A, (PROVIDED BY REF-1) BEING A BRASS DISK IN CONCRETE ABOUT 4' BELOW ADJACENT GRADE (SEE CONSTRUCTION POINTS TABLE)
- BASIC GEOLOGY: COMPETENT, DENSE MICROCRYSTALLINE BASALT OR OTHER HARD ROCK WITH MINOR COVER OF ALLUVIAL SILT TO DECOMPOSED GRANITE SOILS.
- IF THE CONTRACTOR OR OWNER OBSERVES ANY CONDITION ON THE SITE WHICH CONFLICTS WITH THE INFORMATION SHOWN HEREON, AND WHICH COULD MATERIALLY AFFECT THE PROPOSED GRADING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING AND REQUEST APPROVAL TO CONFORM TO THE SPECIFICATIONS, DIMENSIONS, OR REQUIREMENTS OF THIS PLAN. THEY SHALL CONTACT ROBISON ENGINEERING AT (775) 852-2251 FOR RESOLUTION PRIOR TO PROCEEDING WITH WORK.
- GRADING LIMITATIONS: EXCAVATION IS SUBJECT TO APPROVAL OF AIRPORT AUTHORITY AND REQUIRES CONFORMANCE WITH EXISTING DRAINAGE AND ACCESS FEATURES AS SHOWN HEREON.
- IMPORT MATERIAL: FINAL 3:1 SLOPE AROUND RUNWAY BUFFER AREA SHALL BE COVERED WITH A MINIMUM OF 12" OF MORE RECOMMENDED SOIL MATERIAL APPROPRIATE FOR GROWTH MEDIA. REASONABLY WELL GRADED UNSATURABLE FOR CONCRETE OR ASPHALT AGGREGATE MAY BE IDEAL. SOIL SAMPLE AND EXAMPLE OF IN-PLACE PERFORMANCE (E.G. STOCKPILE) SHALL BE PROVIDED TO AIRPORT AUTHORITY.
- ALL NATURAL VEGETATION OUTSIDE OF DISTURBANCE LIMITS TO BE PRESERVED.
- NOISE DUST CONTROL, PERMIT REQUIRED, DISTURBANCE AREA > 1 ACRE AND SHALL BE STRICTLY FOLLOWED DUE TO PROXIMITY OF RESIDENCES. LIMITED WORKING HOURS AND COORDINATION WITH LOCAL CITIZENS ADVISORY BOARD OR OTHER NON-GOVERNMENTAL ORGANIZATION RECOMMENDED.

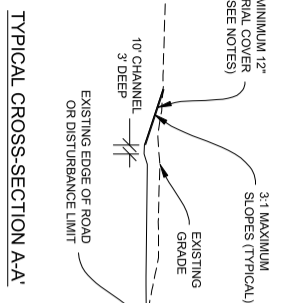
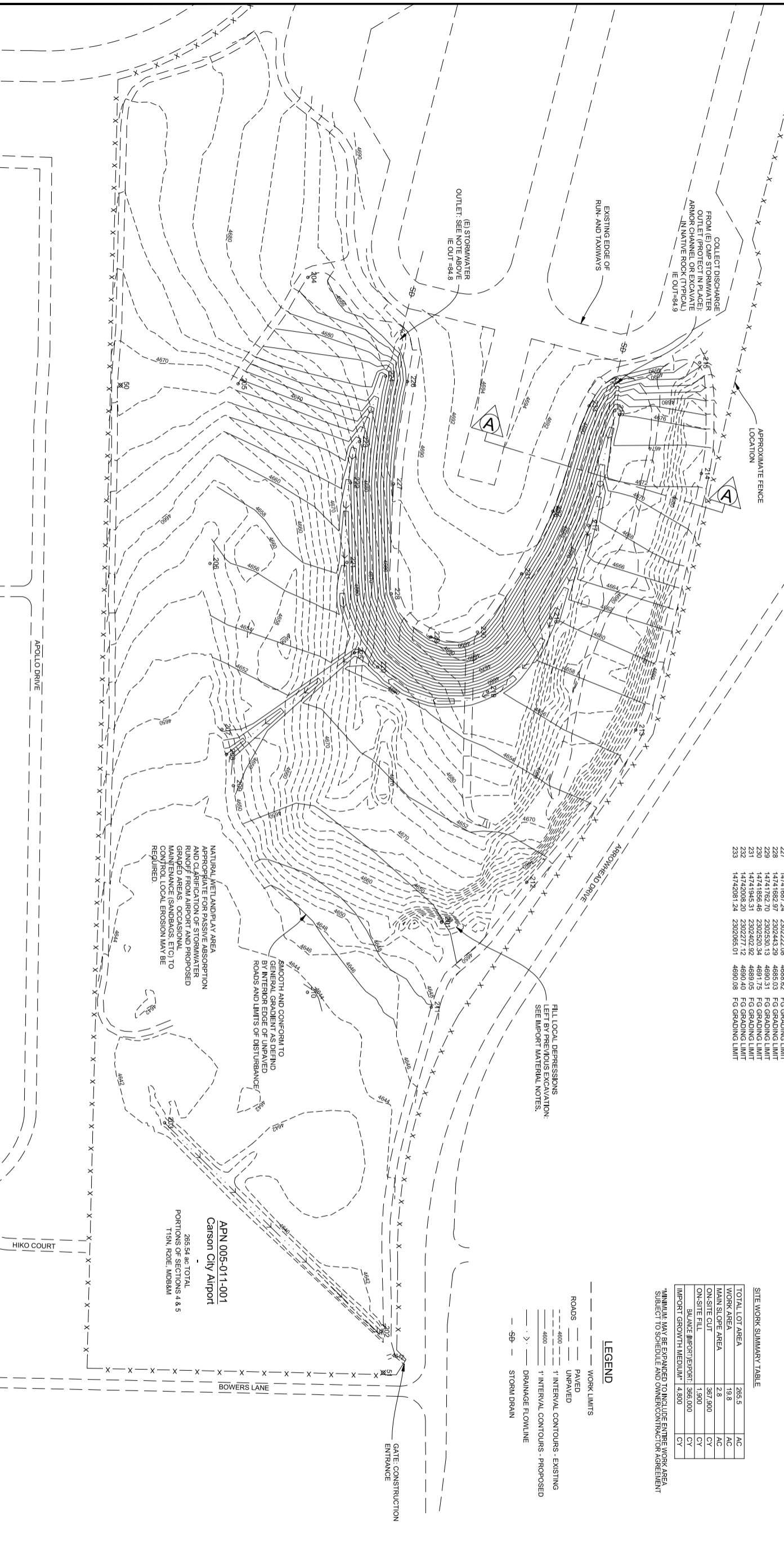
SITE WORK SUMMARY TABLE

TOTAL LOT AREA	265.5	AC
WORK AREA	19.8	AC
MAIN SLOPE AREA	2.8	AC
ON-SITE CUT	367,900	CY
ON-SITE FILL	1,900	CY
BALANCE IMPORT/EXPORT	366,000	CY
IMPORT GROWTH MEDIUM	4,800	CY

*MINIMUM MAY BE EXPANDED TO INCLUDE ENTIRE WORK AREA SUBJECT TO SCHEDULE AND OWNER/CONTRACTOR AGREEMENT

LEGEND

- WORK LIMITS
- ROADS
 - PAVED
 - UNPAVED
- INTERVAL CONTOURS - EXISTING
- INTERVAL CONTOURS - PROPOSED
- DRAINAGE FLOWLINE
- STORM DRAIN



NATURAL WETLAND/PLAY AREA APPROPRIATE FOR PASSIVE ABSORPTION AND CLARIFICATION OF STORMWATER RUNOFF FROM AIRPORT AND PROPOSED ROADS AND LIMITS OF DISTURBANCE/CONTROL LOCAL EROSION MAY BE REQUIRED

APN 005-011-001
Carson City Airport
265.54 ac TOTAL
PORTIONS OF SECTIONS 4 & 5
T15N, R20E, MDBM

NO	DESCRIPTION	DATE	BY	CHKD
1	PBS&J 03/11 SITE PLAN (SURVEY CONTROL)			
2	2011 AERIAL PHOTO (1m RESOLUTION NAIP) ADJACENT ROADS, ETC			
3				
4				
5				
6				

Robison Engineering
COMPANY, INC.
(775) 852-2251
12810 RILLICOVER WAY
RENO, NV 89511
www.robisoneng.com
DRAWN: NER
DATE: 2012-03-09

PREPARED FOR:
CINDERLITE TRUCKING CO, INC
1665 So Suito Terrace
Carson City, NV 89706
775-862-4483

SCALE IN FEET

Carson City Airport
Runway 9/27 East Grading

FIGURE 1
GRADING PLAN

CARSON CITY, NEVADA
PROJECT NO. 1-237-05-001

Surplus Rock and Aggregate Material Extension Agreement

This Extension Agreement ("Agreement") is made effective November 1, 2021, by and between Corey Jenkins, A.A.E., Airport Manager, on behalf of the CARSON CITY AIRPORT AUTHORITY ("Airport") and CINDERLITE TRUCKING CORPORATION ("BUYER") (collectively, the "parties"). Pursuant to Section P (Miscellaneous) of the existing Extension Agreement entered into by the parties, the parties hereby agree to extend the Surplus Rock and Aggregate Material Agreement (dated November 21, 2018) for an additional 3 years.

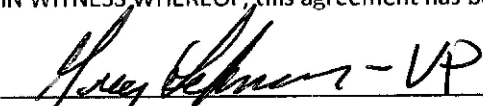
All terms and conditions remain in place and are extended to the new termination date except for the royalty paid to the Airport. The royalty shall be adjusted to reflect the CPI increase of 8.5% from November 2018 to November 2021. The royalty paid to the Airport shall be \$1.81 per ton of material sold from the site during the term of the extension.

The parties agree that BUYER will begin the restoration of terrain in the area designated by the Airport in coordination with the installation of the instrument lighting system and upon such timing as directed by the Airport Manager. The remainder of the restoration shall occur on or before the termination date of the Agreement.

P. MISCELLANEOUS

1. This Agreement may be otherwise amended or modified only in writing and only upon the mutual written consent of the parties hereto.
2. The rights and privileges hereby granted or reserved to the parties may not be assigned.
3. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assignees of the parties hereto.
4. This Agreement shall be construed in accordance with the laws of the State of Nevada. Jurisdiction over any legal action shall be in Carson City, Nevada.
5. In the event any phrase, Section or other portion of this Agreement is deemed to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
6. By signing this Agreement, the signatories represent that they have full authority to bind their respective entities.

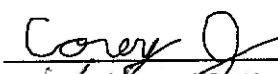
IN WITNESS WHEREOF, this agreement has been executed.

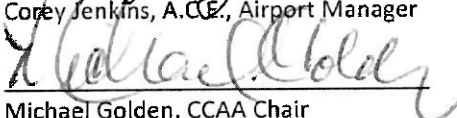


Greg Lehman
Cinderlite Trucking Corporation

11/1/21

Date

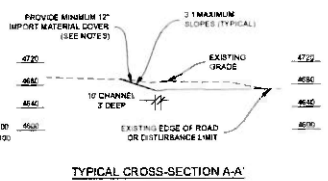


Corey Jenkins, A.C.E., Airport Manager


Michael Golden, CCAA Chair
October 29, 2021

Date





CONSTRUCTION & CONTROL POINTS TABLE

Plan: P-1 Cinderite Trucking Co. Inc. 023755 Airport Grading Parcel AIRPORT 010

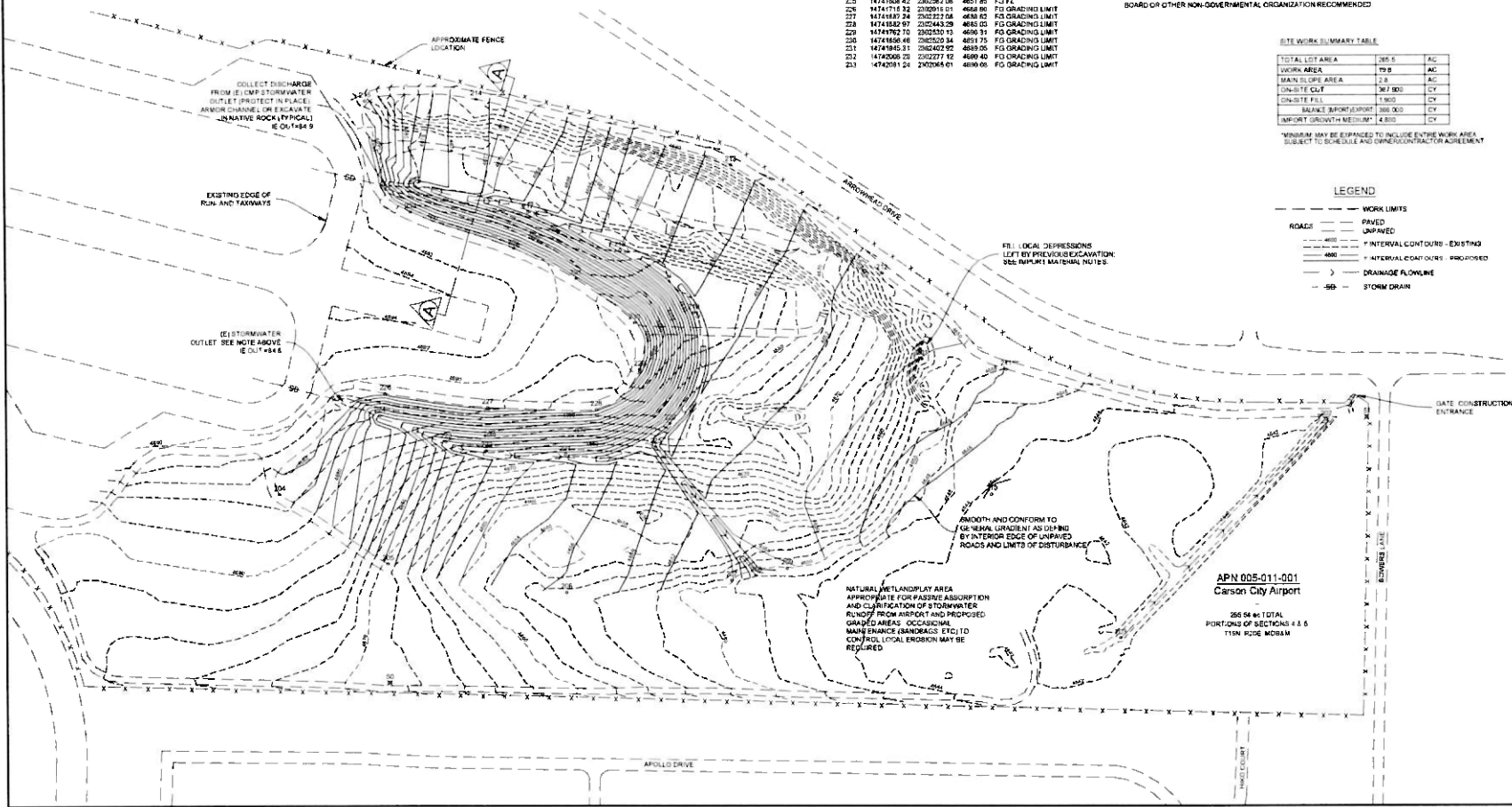
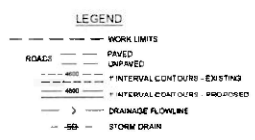
Point#	Number	E	N	Description
1	1474225.84	230941.81	4632.67	NO3 CWP A
2	1474114.13	230947.41	4679.36	NO3 CWP B
3	1474250.71	230953.19	4636.78	NO4 CWP C
02	1474114.74	230952.74	4658.23	SM 1' CWP 1
03	1474169.64	230841.38	4642.06	SM 2' CWP 2
301	1474178.18	230918.81	4633.50	POUGH WATER
022	1474168.55	230828.84	4637.56	FL IE H 2MP
263	14741726.48	230858.38	4636.26	FL
264	14741514.48	230818.41	4654.47	FG GRADING LIMIT
265	14741374.40	230752.50	4668.97	FG GRADING LIMIT
266	14741171.78	230702.15	4686.41	FG GRADING LIMIT
267	14741341.84	230718.64	4638.48	FG GRADING LIMIT
268	1474265.61	230766.61	4646.05	FG FL
269	14741384.74	230821.84	4649.77	FG GRADING LIMIT
270	1474181.18	230824.62	4642.66	FG GRADING LIMIT
211	1474175.18	230825.62	4647.86	FG GRADING LIMIT
212	14741995.64	230829.98	4647.86	FG GRADING LIMIT
213	1474201.14	230827.52	4647.86	FG GRADING LIMIT
214	1474257.31	230823.18	4679.47	FG GRADING LIMIT
215	1474200.96	230819.98	4686.77	FG GRADING LIMIT
220	1474186.61	230826.81	4651.98	FG FL
221	14741993.62	230828.19	4658.31	FG FL
222	14741961.02	230821.91	4658.04	FG FL
223	14741618.78	230813.09	4662.39	FG FL
224	14741975.02	230826.81	4673.38	FG FL
225	14741908.42	230832.08	4651.85	F3 FL
226	14741717.32	230831.01	4668.80	FG GRADING LIMIT
227	14741687.24	230827.06	4668.67	FG GRADING LIMIT
228	14741882.97	230843.29	4682.03	FG GRADING LIMIT
229	14741792.73	230820.13	4666.31	FG GRADING LIMIT
230	14741688.48	230820.84	4651.75	FG GRADING LIMIT
231	14741985.31	230820.12	4658.04	FG GRADING LIMIT
232	14742008.23	230827.82	4660.40	FG GRADING LIMIT
233	14742081.24	230828.61	4686.08	FG GRADING LIMIT

- GRADING PLAN NOTES**
- THIS MAP IS PREPARED TO ILLUSTRATE TOPOGRAPHY AND FEATURES FOR ENGINEERING AND CONSTRUCTION ONLY. NO INFORMATION SHALL BE CONSTRUED TO REPRESENT A FINAL SURVEY OF THE SUBJECT PROPERTY OR TO RENDER ANY OPINION THEREON.
 - BASE OF BEARING: NEVADA STATE PLANE WEST ZONE. NAD83 GRID COORDINATES PER REF 1.
 - BASE OF ELEVATIONS: NAVD83 PER NATIONAL GEODETIC SURVEY AND BENCHMARK "NO3 CWP A" PROVIDED BY REF 1 BEING A BRASS DISK IN CONCRETE ABOUT 4' BELOW ADJACENT GRADE (SEE CONSTRUCTION POINTS TABLE).
 - BASE OF SOILS: COMPETENT DENSE MICROCRYSTALLINE BASALT OR OTHER MAJOR ROCK WITH MINOR COVER OF ALLVIAL SILT TO DECOMPOSED GRANITE SOILS.
 - IF THE CONTRACTOR OR OWNER OBSERVES ANY CONDITION ON THE SITE WHICH CONFLICTS WITH THE INFORMATION SHOWN HEREON AND SUCH CONFLICT MATERIALLY AFFECTS THEIR ABILITY TO CONFORM TO THE SPECIFICATIONS, DIMENSIONS OR REQUIREMENTS OF THIS PLAN, THEY SHALL CONTACT ROBISON ENGINEERING AT (775) 852-2251 FOR RESOLUTION PRIOR TO PROCEEDING WITH WORK.
 - GRADING LIMITATIONS: EXCAVATION IS SUBJECT TO APPROVAL OF AIRPORT AUTHORITY AND REQUIRES CONFORMANCE WITH EXISTING DRAINAGE AND ACCESS FEATURES AS SHOWN HEREON.
 - IMPORT MATERIAL: FINAL 3:1 SLOPE SLOPES AROUND HWYWAY BUFFER AREAS SHALL BE COVERED WITH A MINIMUM OF 12" 24" OR MORE RECOMMENDED SOIL MATERIAL APPROPRIATE FOR GROWTH MEDIA. REASONABLY WELL GRADED SILT TO GRAVEL FREE OF 4" OR GREATER ROCK AND SIGNIFICANT CLAY. MIN. REJECT MATERIAL OF HARDNESS UNSUITABLE FOR CONCRETE OR ASPHALT ADDED DATE MAY BE IDEAL. SOIL SAMPLES AND EXAMPLES OF IN PLACE PERFORMANCE (E.G. STOCKPILE) SHALL BE PROVIDED TO AIRPORT AUTHORITY.
 - ALL NATURAL VEGETATION OUTSIDE OF DISTURBANCE LIMITS TO BE PRESERVED.
 - NUDIE DUST CONTROL PERMIT REQUIRED. DISTURBANCE AREA > 1 ACRE AND SHALL BE STRICTLY FOLLOWED DUE TO PROXIMITY OF RESIDENCES. LIMITED WORKING HOURS AND COORDINATION WITH LOCAL CITIZENS ADVISORY BOARD OR OTHER NON-GOVERNMENTAL ORGANIZATION RECOMMENDED.

SITE WORK SUMMARY TABLE

	AMOUNT	UNIT
TOTAL LOT AREA	389.5	AC
WORK AREA	19.8	AC
MANUFACTURE AREA	2.8	AC
CONCRETE CURT	387	CY
ON-SITE FILL	1,900	CY
BALANCE IMPORT/EXPORT	388	CY
IMPORT GROWTH MEDIUM	14,800	CY

WORKMAN MAY BE EXPANDED TO INCLUDE ENTIRE WORK AREA SUBJECT TO SCHEDULE AND OWNER/CONTRACTOR AGREEMENT



Carson City Airport Runway 9/27 East Grading
 FIGURE 1
 GRADING PLAN
 CARSON CITY, NEVADA
 DATE: 01/11/24
 SCALE: AS SHOWN

Robison Engineering
 1800 So. Carson Boulevard
 Carson City, NV 89701-4403
 (775) 852-2251
 FAX: (775) 852-2252

DATE: 01/11/24
 SHEET 1 OF 1



CCAA BOARD MEMO

Agenda Item: G-3

BOARD MEMO 2024-22

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED GRANT OF UTILITY EASEMENT (“EASEMENT”) FROM CARSON CITY TO SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY (“NV ENERGY”) TO BUILD AND MAINTAIN ELECTRIC UTILITY INFRASTRUCTURE ON PORTIONS OF ASSESSOR PARCEL NUMBERS (“APN”) 05-011-09, 005-021-14, 005-021-16, AND 005-021-17 AT THE CARSON CITY AIRPORT (“AIRPORT”).

Staff Summary: NV Energy is requiring a duly executed easement from the city before providing utility improvements needed for certain development undertaken by an airport tenant, Arrowhead Tenant, LLC. The project had previously been approved by the Authority. The terms and location are consistent with that approval. Staff recommends approval for the utility easement.

Agenda Action: Formal Action/Motion

Time Requested 0 Minutes

Proposed Motion

I move to grant the utility easement to build and maintain electric utility infrastructure.

CCAA’S Strategic Goal

Support economic activity in the region and maintain airport infrastructure in top condition.

Previous Action

November 16, 2022 (Item H-2) – CCAA approved the ground lease to Arrowhead Tenant, LLC for the development of aircraft storage hangars

Executive Summary

N/A

Recommendation:

Grant the utility easement

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 grant the utility easement as presented and suggest changes.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN(s): 005-011-09; 005-021-14; 005-021-15; 005-021-16; 005-021-17

WHEN RECORDED MAIL TO:

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Carson City, a consolidated municipality and political subdivision of the State of Nevada, (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 of this document and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee’s consent by both signing

APN(s): 005-011-09; 005-021-14; 005-021-15; 005-021-16; 005-021-17

RW# 1185-2023

Proj. # 3010785852

Project Name: E-2600 E COLLEGE PARKWAY-FP-COMM-E-ARROWHEAD TENANT LLC

GOE_DIST (Rev. 8/2016)

Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 005-011-09; 005-021-14; 005-021-15; 005-021-16; 005-021-17

RW# 1185-2023

Proj. # 3010785852

Project Name: E-2600 E COLLEGE PARKWAY-FP-COMM-E-ARROWHEAD TENANT LLC

GOE_DIST (Rev. 8/2016)



W.O. 3010785852

Carson City Airport Authority

APN: 005-011-09 &

005-021-14 thru 17

EXHIBIT "A"

EASEMENT

A portion of the East half of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; situated within that Parcel of land described as Lease Parcel Hangar A, Lease Parcel Hangar B, Lease Parcel Hangar C, and Bravo Lease, on the Record of Survey for Bravo Legal Lease Parcels, recorded as File Number 537177 on December 09, 2022; together with Parcel 1 on the Parcel Map for Carson City PM -2023-0394, recorded as File Number 547882 on June 26, 2024, Official Records of Carson City, Nevada.

An easement, 15.00 feet in width, lying 7.50 feet on each side of the following described centerlines:

CENTERLINE "A"

Commencing at the Southeast Corner of said Lease Parcel Hangar A;

THENCE North 39°54'16" West, 50.45 feet to the **POINT OF BEGINNING** ;

THENCE North 03°57'31" East, 84.38 feet,

THENCE North 01°04'42" East, 104.09 feet,

THENCE North 0°31'04" East, 161.40 feet to a point hereinafter referred to as POINT "A",

THENCE North 89°23'16" West, 185.12 feet,

THENCE South 88°31'32" West, 164.70 feet to the **terminus of CENTERLINE "A"**.



CENTERLINE "B"

BEGINNING at the aforementioned POINT "A",

THENCE South 89°23'16" East, 28.65 feet to the east line of said Bravo Lease and the terminus of "CENTERLINE "B" and this description.

The sidelines of said easement are to be extended or truncated as to terminate on the east line of the Grantor.

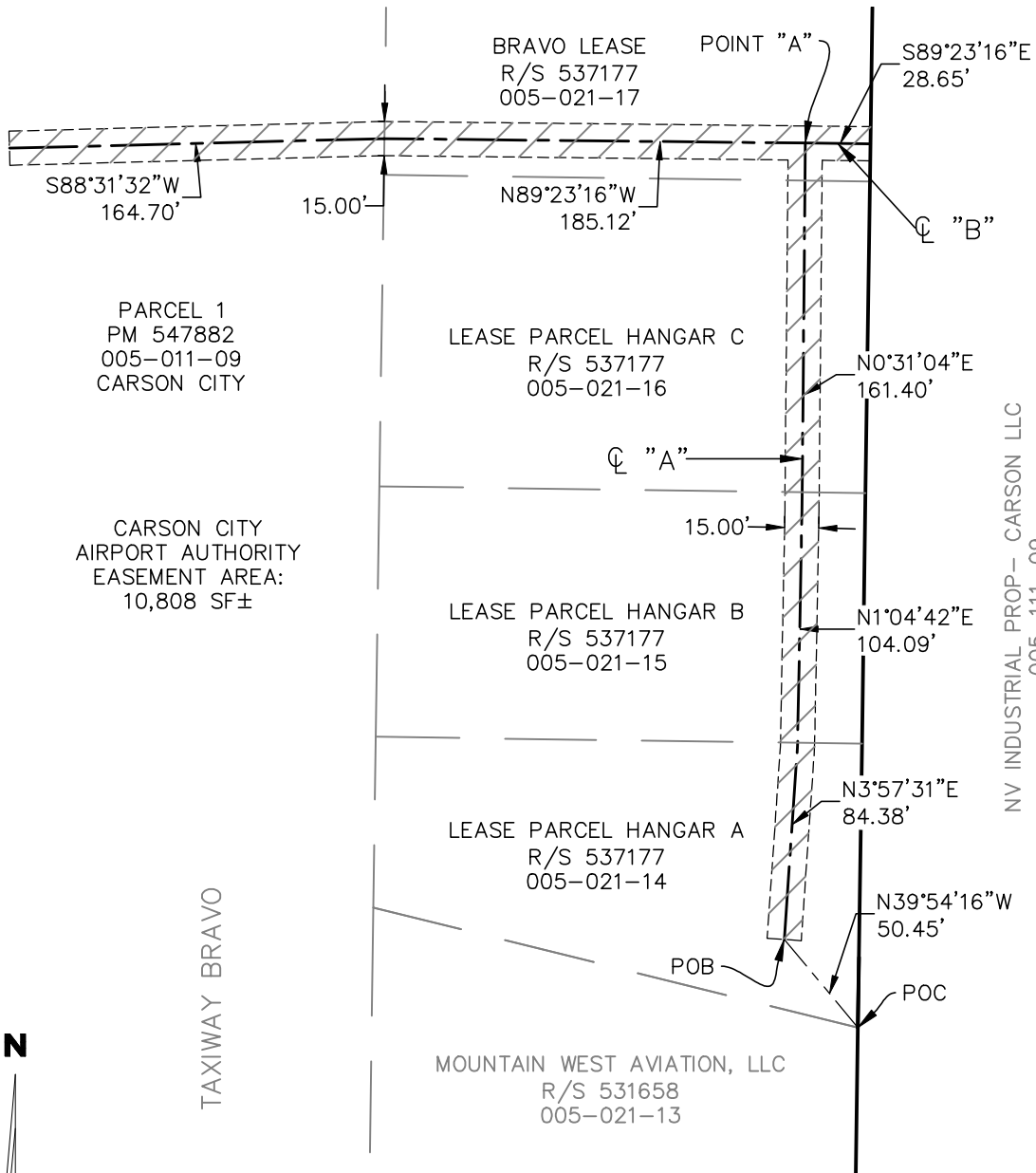
Said Easements contain a combined 10,808 square feet of land more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey.

Prepared by Ethan W. Hoops

EXHIBIT A-1



N



SCALE: 1" = 80'

S:\Survey\CSE\Cse_Cad\CSE 2023\3010785852 2600 College Pkwy\dwg\
3010785852 2600 College Pkwy.dwg <eh38474>
26Sep24-15:47



6100 NEIL RD.
RENO, NV 89511
775-834-4011

**EXHIBIT MAP
EASEMENT**

CARSON CITY AIRPORT AUTHORITY
APN: 005-011-09 & 005-021-14 THRU 17
SECT. 4, T. 15 N., R. 20 E., M.D.M.
CARSON CITY **NEVADA**

9/23/2024

1 OF 1



CCAA BOARD MEMO

Agenda Item: H-1

BOARD MEMO 2024-23

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION: THANK OPEN HOUSE COMMITTEE FOR THEIR WORK IN PLANNING THE 2023 AND 2024 AVIATION FESTIVAL AND OPEN HOUSE.

Staff Summary: The planning committee has dedicated a significant amount of time and effort in making the Aviation Festival and Airport Open House possible and an improving success year over year. The makeup of the committee is going to change for next year, so this is an opportunity for the Carson City Airport Authority to properly thank them for their efforts.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

Proposed Motion

N/A

CCAA'S Strategic Goal

Promote aviation to current and future generations

Previous Action

N/A

Executive Summary

Thank you for all the time that you dedicated to planning the open house and your hard work

Chair of the planning committee	Robert Grant
Secretary/Treasurer	Trish Jones
Military Liaison	Mike Zieba
Volunteers/Sanitation	Katherine Baran
Airport Facilities/Ramp Supervision	Rick Lee
Static Displays	Dayton Murdock
Sponsorship	Kevin Updegrove
Youth	Luz Sandoval
Marketing	Matt Bruback
Civil Air Patrol	Phil Wells
Member	Larry Jones
Member	Sydne O'Neal

Recommendation:

N/A

Financial Information:

Is there a fiscal impact?

No Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

Alternatives

N/A

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)



FlyCarsonCity.com

CCAA BOARD MEMO

Agenda Item: H-2

BOARD MEMO 2024-24

Meeting Date: October 16, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE PROPOSED LEASE AMENDMENT (“AMENDMENT”) ENTERED INTO BETWEEN CARSON TAHOE EXECUTIVE, LLC (“CTE”), AS TENANT, AND CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“CCAA”), TOGETHER AS LANDLORD. THE AMENDMENT WILL RECONFIGURE THE LEASED AREA TO ACCOMMODATE A NEW HANGAR DEVELOPMENT PLAN.

Staff Summary: The original lease was established with Mountain West Aviation, LLC on August 20, 2008, for the purpose of constructing hangars. It was assigned prior to construction, and subsequently assigned to CTE. This proposed amendment will enable the current tenant, CTE, to build two hangars with a revised design that differs from the original site plan. This adjustment aims to enhance functionality and better serve the needs of the airport community. Staff recommends approval.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

Proposed Motion

I move to approve the proposed amendment as presented to accommodate the new hangar development plan.

CCAA’S Strategic Goal

Support economic activity in the region and maintain airport infrastructure in top condition.

Previous Action

August 20, 2008 (Item G-1) – The CCAA approved the lease as a part of a land swap for the relocation of the existing fuel farm

August 20, 2008 (Item G-2) – The new lease was assigned to KCXP Investments

November 16, 2022 (Item H-1) – The Authority voted to issue a Notice of Default to KCXP Investments, LLC., per the breach provisions of the lease. The Notice of Default was sent on November 17, 2022 and KCXP Investments, LLC was given a deadline of January 18, 2023 to respond.

January 18, 2023 (Item H-3) – A response was received, and the agenda item was continued to the February 2023 CCAA meeting.

February 15, 2023 (Item H-1) – The CCAA approved an agreement to postpone or avoid lease termination with KCXP Investments.

September 20, 2023 (Item H-2) – The CCAA approved a lease assignment and the assignment of the agreement to postpone or avoid lease termination from KCXP Investments to Carson Tahoe Executive.

Executive Summary

The proposed lease amendment will enable Carson Tahoe Executive to move forward with the construction of two new hangars on the airport. The new site plan is mutually beneficial for all parties.

Recommendation:

Approve the lease amendment

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 the amendment and suggest changes.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN: _____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Carson Tahoe Executive, LLC
3700 Barron Way, Suite 2
Reno, NV 89511

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

AMENDMENT TO GROUND LEASE

THIS AMENDMENT is made and entered into as of October 16, 2024 ("Effective Date") by and amongst CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company ("**Tenant**") and CARSON CITY AIRPORT AUTHORITY ("**Landlord**").

WHEREAS, Mountain West Aviation, LLC ("Mountain West") and Landlord entered into that certain Carson City Airport Lease Agreement effective as of August 20, 2008 (as amended, the "**Ground Lease**") pursuant to which Landlord agreed to lease to Mountain West and Mountain West agreed to lease from Landlord those certain real property and appurtenant rights identified therein (the "**Leased Premises**").

WHEREAS, Mountain West assigned the Ground Lease to KCXP Investments, LLC, a Delaware limited liability company ("**Assignor**") pursuant to that certain Assignment of Ground Lease dated August 23, 2008 and ratified or approved by Landlord and recorded on September 5, 2008 as Document No. 382385.

WHEREAS, Assignor subsequently assigned the Ground Lease to Tenant pursuant to that Assignment and Assumption of Ground Lease and Landlord's Consent dated as of November 16, 2023 and ratified or approved by Landlord and recorded on November 17, 2023 as Document No. 543528. Attached hereto as Exhibit A is a copy of the Assignment and Assumption of Ground Lease and Landlord's Consent recorded as Document No. 543528.

WHEREAS the parties desire to amend the legal description of the real property to the Ground Lease.

THEREFORE, Landlord and Tenant agree as follows:

1. Section 1 Premises to the Ground Lease shall be amended as follows:

Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport identified as 1.5 acres (two 0.75 acre areas) west of the Airport

Structures lease and adjacent to Taxiway C, as set forth on the Record of Survey Map recorded November, 17 2023, and as fully described in Exhibit A ("Legal Description") to this lease (premises), and the appurtenant rights included in paragraph 8.

2. The Legal Description of the real property of the Ground Lease shall be amended and shall be described as follows:

EXHIBIT A-1

All that certain real property situated in Carson City, State of Nevada, being a portion of the East one-half of Section 4 Township 15 North, Range 20 East, M.D.B. & M.

BEGINNING at a point from which the Northeast corner of said Section 4 bears North 41° 23' 47" East for a distance of 1,644.67 feet; THENCE from said POINT OF BEGINNING the following six (6) consecutive courses and distances:

- 1) South 26° 21' 27" East for a distance of 196.50 feet; THENCE
- 2) South 63° 38' 33" West for a distance of 213.00 feet; THENCE
- 3) North 26° 21' 27" West for a distance of 25.50 feet; THENCE
- 4) South 63° 38' 33" West for a distance of 37.00 feet; THENCE
- 5) North 26° 21' 27" West for a distance of 171.00 feet; THENCE
- 6) North 63° 38' 33" East for a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 48,182 ± square feet.

EXHIBIT A-1

All that certain real property situated in Carson City, State of Nevada, being a portion of the East one-half of Section 4 Township 15 North, Range 20 East, M.D.B. & M.

BEGINNING at a point from which the Northeast corner of said Section 4 bears North 34° 12' 25" East for a distance of 1,768.56 feet; THENCE from said POINT OF BEGINNING the following four (4) consecutive courses and distances:

- 1) South 26° 21' 27" East for a distance of 100.00 feet; THENCE
- 2) South 63° 38' 33" West for a distance of 170.00 feet; THENCE
- 3) North 26° 21' 27" West for a distance of 100.00 feet; THENCE
- 4) North 63° 38' 33" East for a distance of 170.00 feet to the POINT OF BEGINNING.

Containing 17,000 ± square feet.

3. The amended Legal Description and map of the Ground Lease is set forth in Exhibit B to this Amendment.

4. All of the remaining terms and conditions of the Ground Lease remain unchanged or amended.

[Signature Page to Follow]

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

LANDLORD:	TENANT:
CARSON CITY AIRPORT AUTHORITY, Carson City, Nevada	CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company
By: _____ Name: Tim Puliz Title: Chairman	By: _____ Name: James Pickett Title: Manager
ATTEST:	
By: _____ Name: Jon Rogers, Title: Treasurer	

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on _____, 2024, by James Pickett as
Manager of Carson Tahoe Executive, LLC.

Notary Public
My Commission Expires: _____

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Carson City Airport, and this the lease parcel, hereby approves and acknowledges the Amendment to Ground Lease, and the right and authority of the Carson City Airport Authority to amend the Ground Lease with Tenant.

Approved by the Board of Supervisors this _____ day of _____, 2024.

By: _____
Mayor Lori Bagwell

ATTEST:

By: _____
Clerk/Recorder (or Deputy)

CITY'S LEGAL COUNSEL
Approved to as to form.

Approved to as to form.

By: _____
DISTRICT ATTORNEY

By: _____
Steven E. Tackes, Esq.
Airport Authority Counsel

EXHIBIT A

**(Assignment and Assumption of Ground Lease and Landlord's Consent
Recorded as Document No. 543528)**

005-02-105
APN: 005-02-106

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Carson Tahoe Executive, LLC
3700 Barron Way, Suite 2
Reno, NV 89511

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

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 November 16, 2023, and effective as of the Effective Date (as defined below), by and among KCXP INVESTMENTS, LLC, a Delaware limited liability company ("Assignor"), CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company ("Assignee") and CARSON CITY AIRPORT AUTHORITY ("Landlord").

- A. Mountain West Aviation, LLC ("Mountain West") and Landlord entered into that certain Carson City Airport Lease Agreement effective as of August 20, 2008 (as amended, the "Ground Lease") attached hereto as Exhibit A, pursuant to which Landlord agreed to lease to Mountain West and Mountain West agreed to lease from Landlord those certain real property and appurtenant rights identified therein (the "Leased Premises").
- B. Assignor assumed the Ground Lease from Mountain West pursuant to an Assignment and Assumption of Ground Lease and Landlord's Consent dated August 23, 2008, to which Landlord consented to such assignment and assumption of the Ground Lease.
- C. Pursuant to Section 9 of the Ground Lease, Landlord's prior written consent is required for any assignment of Assignor's interest the Ground Lease.
- D. Pursuant to that certain Purchase Agreement of Airport Lease (as amended, the "Purchase Agreement"), dated as of August 2, 2023 by and among Assignor and Assignee 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.
- E. Landlord further agrees that it will honor with the Assignee the terms of the Agreement to Postpone or Avoid Lease Termination signed by Assignor dated February 15, 2023 and thus waive of default of the Leased Premises pursuant to the terms of that Agreement. Landlord consents to the assignment of the Ground Lease and Leased Premises to Assignee. Landlord

agrees that Assignee is assuming the Ground Lease and taking possession of the Leased Premises without any default and all obligations or duties of the Assignee under the Ground Lease shall commence anew as of the Effective Date of this Assignment, with the exception that the term is unchanged (i.e. 50 years beginning Sept 4, 2008) and is subject to the terms of the Agreement to Postpone or Avoid Lease Termination (i.e. quarterly good faith progress reports/ Feb 1, 2024 and 2025 tasks/ force majeure exceptions allowed).



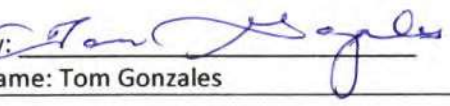
NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, as tenant in to and under the 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, including attorney's fees, resulting from any breach by Assignee of its obligations as tenant under the Ground Lease occurring after the date of Closing. 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 Ground Lease occurring prior to and up to and including the date of the Closing.
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.
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 Recorders 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.

[Signature Page to Follow]

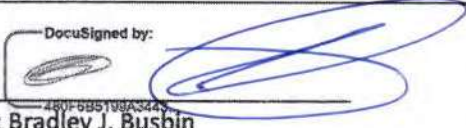


IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
KCXP INVESTMENTS, LLC, a Delaware limited liability company	CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company
DocuSigned by:  By: _____ 480F6B5199A3443 Name: Bradley J. Busbin Title: Manager	By: _____  Name: _____ Title: <u>Manager</u>
By: _____  Name: Tom Gonzales	
CONSENTED TO AND AGREED BY: CHAIRMAN OF THE CARSON CITY AIRPORT AUTHORITY By: _____ Name: _____ Title: _____ AIRPORT MANAGER: By: _____ Name: _____ Title: _____	



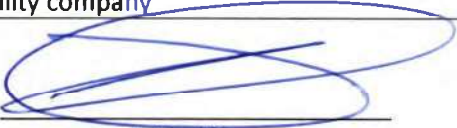
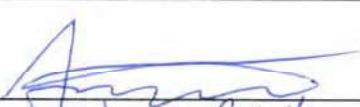
IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
KCXP INVESTMENTS, LLC, a Delaware limited liability company	CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company
DocuSigned by:  By: _____ Name: Bradley J. Busbin Title: Manager	By: _____ Name: _____ Title: Manager
By: _____ Name: Tom Gonzales	
CONSENTED TO AND AGREED BY: CHAIRMAN OF THE CARSON CITY AIRPORT AUTHORITY By: _____ Name: _____ Title: _____ AIRPORT MANAGER: By: _____ Name: _____ Title: _____	

Handwritten initials

Handwritten initials

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

ASSIGNOR:	ASSIGNEE:
KCXP INVESTMENTS, LLC, a Delaware limited liability company	CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company
By:  Name: Bradley J. Busbin Title: Manager	By:  Name: James Pickett Title: Manager
By: _____ Name: Tom Gonzales	
CONSENTED TO AND AGREED BY: CHAIRMAN OF THE CARSON CITY AIRPORT AUTHORITY By: _____ Name: _____ Title: _____ AIRPORT MANAGER: By: _____ Name: _____ Title: _____	

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on _____, 2023, by
_____ as Manager of KCXP Investments, LLC.

Notary Public
My Commission Expires: _____

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on October 24, 2023, by
James Pickett as Manager of Carson Tahoe Executive, LLC.



[Signature]

Notary Public
My Commission Expires: 1-11-26

[Handwritten initials]

[Handwritten initials]

STATE OF ~~NEVADA~~ Florida

COUNTY OF ~~WASHOE~~ Orange

This instrument was acknowledged before me on October 17, 2023, by Bradley J. Busbin as Manager of KCXP Investments, LLC.



[Signature]
Notary Public
My Commission Expires: 4/11/2026

STATE OF NEVADA

COUNTY OF WASHOE

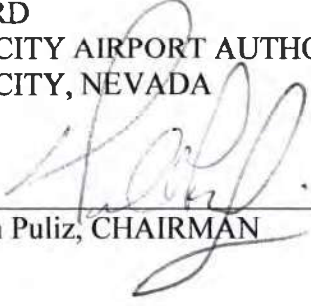
This instrument was acknowledged before me on October 24, 2023, by James Pickett as Manager of Carson Tahoe Executive, LLC.



[Signature]
Notary Public
My Commission Expires: 1-11-26

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA

By



Tim Puliz, CHAIRMAN

ATTEST:




Jon Rogers, TREASURER

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 amend lease the Lease Parcel with Tenant.

Approved by the Board of Supervisors this 16th day of Nov., 2023.



LORI BAGWELL, Mayor

ATTEST:



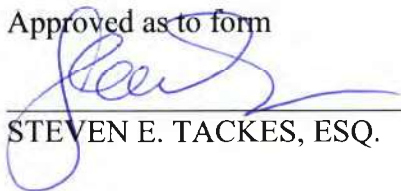
CLERK/RECORDER (or Deputy)



CITY'S LEGAL COUNSEL
Approved as to form.



DEP. DISTRICT ATTORNEY
J. Daniel Yu
AIRPORT AUTHORITY COUNSEL
Approved as to form



STEVEN E. TACKES, ESQ.

EXHIBIT A
to Assignment and Assumption of Ground Lease and Landlord's Consent

EXHIBIT A
to Assignment and Assumption of Ground Lease and Landlord's Consent

APN N/A

APN _____

APN _____

RECORDED AT THE
REQUEST OF

CARSON CITY CLERK TO
THE BOARD

2008 SEP -5 AM 9:51

FILE NO: 382385

ALAN GLOVER
CARSON CITY RECORDER

FEES 110 DEP. 55

FOR RECORDER'S USE ONLY

Assignment of Ground Lease
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: _____

Signature

Print Name & Title

WHEN RECORDED MAIL TO:

**CARSON CITY CLERK TO
THE BOARD**

382385

ASSIGNMENT OF GROUND LEASE

APN: _____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

KCXP INVESTMENTS, LLC
134 Lakes Boulevard
Dayton, Nevada 89043
Attention: George Reinhardt

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 Aug 23, 2008, and effective as of the Effective Date (as defined below), by and among MOUNTAIN WEST AVIATION, LLC, a Nevada limited liability company ("Assignor"), KCXP INVESTMENTS, LLC, a Delaware 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 August 21, 2008 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.

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 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.

382385

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 the 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)

382385

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

ASSIGNOR:

MOUNTAIN WEST AVIATION, LLC,
a Nevada limited liability company

By: [Signature]
Name: Michael Gordon
Title: Managing Agent

ASSIGNEE:

KCXP INVESTMENTS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Tom Gonzalez
Title: Member

CONSENTED TO BY:

CARSON CITY AIRPORT AUTHORITY

By: [Signature]
Name: S.W. Lewis
Title: Chairman

... 382385

STATE OF NEVADA FLORIDA

COUNTY OF _____

This instrument was acknowledged before me on Aug 20th, 2008, by YOUNG & CALCS as MANAGER of KCXP Investments LLC

[Signature]

Notary Public

My commission expires: 4/29/12

NOTARY PUBLIC STATE OF FLORIDA
Brandon Shawn Norris
Commission # DD801473
Expires: JUNE 29, 2012
ATLANTIC BONDING CO., INC.

STATE OF NEVADA


COUNTY OF CARSON CITY

This instrument was acknowledged before me on Aug 25, 2008, by Michael Golden as Managing Agent of Mountain West Aviators, LLC

[Signature]

Notary Public

My commission expires: July 11, 2011

 **STEVEN E. TACKES**
Notary Public State of Nevada
No. 99-4148-3
My appt. exp. July 11, 2011

STATE OF NEVADA

COUNTY OF _____

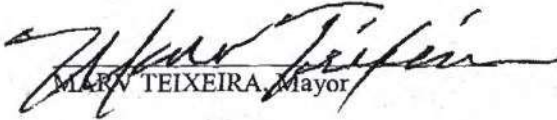
This instrument was acknowledged before me on _____, 2008, by _____ as _____ of _____.

Notary Public

My commission expires: _____

CARSON CITY

Approved by the Board of Supervisors this 4th day of September, 2008.


MARK TEIXEIRA, Mayor

ATTEST:

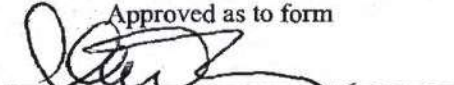

ALAN GLOVER, Clerk/Recorder



CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form


STEVEN E. TACKES, ESQ.

382385

GOLDEN LEASE PARCEL DESCRIPTION

FOR

CARSON CITY AIRPORT

BEING A PORTION OF THE EAST HALF OF SECTION 4,
TOWNSHIP 15 NORTH, RANGE 20 EAST M.D.B & M. WITHIN
CARSON CITY COUNTY, NEVADA

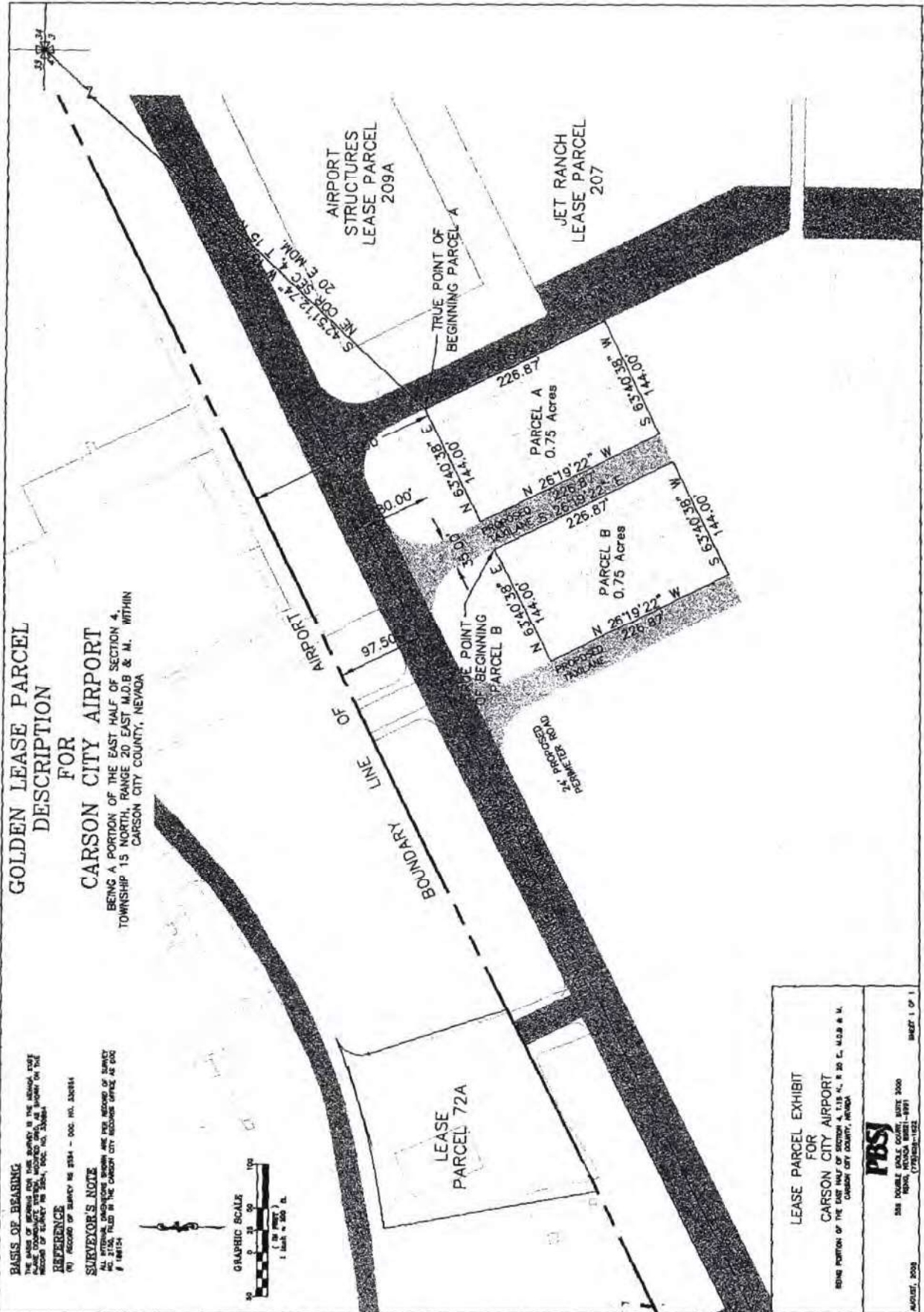
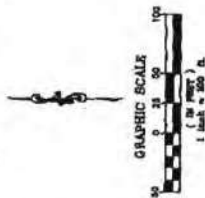
BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS THE MERIDIAN TRUE
MAGNETIC DECLINATION FOR THE YEAR 1983 AS SHOWN ON THE
MAP OF BEARING AND DISTANCE FOR THE STATE OF NEVADA

REFERENCE

(1) RECORD OF SURVEY NO. 2384 - DOC. NO. 230814

SURVEYOR'S NOTE

ALL INTERNAL DIMENSIONS SHOWN ARE PER RECORD OF SURVEY
NO. 2100, FILED IN THE CARSON CITY RECORDS OFFICE AS OF
8/18/15.



LEASE PARCEL EXHIBIT
FOR
CARSON CITY AIRPORT
BEING A PORTION OF THE EAST HALF OF SECTION 4, T15 N., R 20 E., M.D.B & M.
CARSON CITY COUNTY, NEVADA

PBS
258 DOUBLE DOCK COURT, SUITE 2000
SPRING VALLEY, NEVADA 89111
(702) 333-1152

AUGUST, 2008 SHEET 1 OF 1

382385

EXHIBIT A

Carson City Airport Lease Agreement

(See Attached)

382385

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 20th day of August, 2008, between Carson City (property owner), Carson City Airport Authority (Landlord), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706, and MOUNTAIN WEST AVIATION, LLC., (Tenant), whose address is PO Box 1695, Crystal Bay, Nevada 89402.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to bifurcate Tenant's existing lease (on LP 44 and LP 45, recorded as Document Nos. 191541 and 368759, Carson City Records) into a reduced size fuel lease and this lease as regards certain ground space for construction of one or more hangars pursuant to the provisions of Title 19 of the Carson City Municipal Code; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant ground space consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport identified as 1.5 acres (two .75 acre areas) west of the Airport Structures lease and adjacent to Taxiway C, as set forth on the Record of Survey Map recorded February 29, 1996, and as fully described on Exhibit A ("Legal Description") to this lease (premises), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall be fifty (50) years from the date of approval by the Carson City Board of Supervisors hereunder.

3. RENT. Tenant shall pay to Landlord:

A. \$6,364.12 per year (\$530.34 per month); calculated as \$0.0974 per square foot per year for the entire leased area (65,340 sq. ft.) 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. Tenant shall be responsible for the paving of ramp and taxilane area within the leasehold boundaries.

B. Tenant shall pay \$12,000, per acre leased, in utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, separate and apart from any hookup fees assessed by the Carson City Utility Department.

C. Tenant shall install, at Tenant's cost, utilities infrastructure and paving in conformance with the engineering design approved by the Authority for this area.

4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2008, 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 2007 is 155.0 (1982-1984=100) and for December 2005 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 shall commence construction of the subject improvement as set forth in Exhibit B to this lease with construction completed within 2 years of execution of this Lease. Tenant shall, within 180 days of execution of this Lease, conduct a record of survey in coordination with Landlord to enable issuance by the Carson City Assessor of an APN (parcel number) which is a prerequisite for City permits (building, etc.). Such record of survey shall be at Tenant's expense.

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. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this Agreement, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof form

Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

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.

G. Failure to provide the required certificates of insurance if such failure continues after 10 days written notice.

H. Failure to complete construction of the facilities as required by this Lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this Lease under this subsection H at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

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. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the Landlord for the account of Tenant may be deemed to be additional charges and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord or City may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. 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.

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

and any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; machinery, parts and tools associated with the stored aircraft; office space associated with the stored aircraft, and is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord. Tenant is, by this lease, an authorized FBO for the inside storage of aircraft, and shall comply with the provisions of Title 19 applicable to the public provision of aircraft storage for multiple aircraft hangars. Tenant shall not perform any salvage, rehabilitation, maintenance, construction or reconstruction, commercial, or industrial operations for any aeronautical uses, vehicles, and equipment except for aircraft owned by Tenant unless authorized by Landlord. 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. No person may live in, or otherwise inhabit, any hangars constructed on the property leased. AIRCRAFT- All aircraft stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 days. Tenant shall supply Landlord with evidence of the registration and taxation information on the one year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiways between premises and runway. 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 and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA) or the State of Nevada. To the extent that the Airport

utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions and charges as other Airport users.

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. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. 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. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the Assurances granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

- a. Title 49, USC, subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

382385

- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended
- q Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. Such Executive Orders as may be applicable to FAA AIP funding.
- z. Such Federal Regulations as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at http://www.faa.gov/airports_airtraffic/airports/aip/grant_assurances/medi_a/airport_sponsor_assurances.pdf or such updated listing at the official website maintained by the FAA.

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,

382385

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 be permitted to assign this lease, or a portion thereof, to a hangar owners association to allow individual ownership of hangars, but Tenant shall remain the single entity responsible to Landlord. The parties anticipate that individual owners of hangars will be members of said association, and to the extent consistent with that assignment, Tenant or Association may sublease portions of the leasehold to said individual owners, without further approval required of Landlord, where such subleases are necessary or appropriate to the sale of interest in individual hangars. Tenant and Association may assign or delegate lease obligations as between each other with respect to operation or maintenance of the leasehold, recognizing the Tenant is ultimately responsible to Landlord. Tenant shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any 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. Upon request of Tenant, Landlord agrees to execute an estoppel certificate for the benefit of Tenant, or the benefit of individual hangar owners association members if in relation to individual financing, representing that the lease is in full force and effect, and Tenant is not in default under the lease and such other items as Tenant may reasonably request.

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:

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

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

C. Review of Insurance coverage. Landlord and Carson City reserve the right, every five years, to review and adjust the amount of insurance coverage required.

D. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this Lease, until the time Tenant surrenders the premises.

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 Carson City, Landlord, its officers, boards, commissions, agents, and employees from any and all claims directly related to or connected with the use of occupation of the leasehold property 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 Carson City and Landlord from environmental liability for contamination or damage to the premises and any adjacent area to the premises related or connected with the occupation or use of the leasehold property..

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

12. ENVIRONMENTAL. The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws and Permits. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands except in strict compliance with Environmental Laws and any applicable Permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws.

Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands, except in compliance with applicable Environmental Laws. If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands, the Tenant will take all necessary action, at the cost of the Tenant, to

restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and save harmless Carson City, Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section;
- (b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands;
- (c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands; or
- (d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. **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.

14. 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.

15. 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 expiration of lease period, or upon termination of this lease, 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.

16. 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.

17. 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 a regularly scheduled meeting of the Carson City Airport Authority for consideration.

18. 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.

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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.

19. 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.

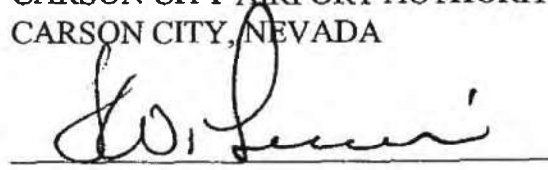
20. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the bid submissions.

382385

TENANT
MOUNTAIN WEST AVIATION, LLC,


Michael Golden, LLC Manager

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA


Steve Lewis, CHAIRMAN

ATTEST:

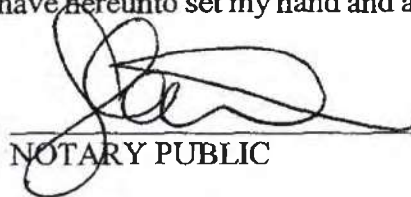

Collie Hutter, TREASURER

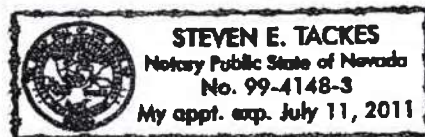
STATE OF NEVADA)

COUNTY OF Carson City)^{SS}

On this 25th day of August, 2008, before me, the undersigned, a Notary Public, personally appeared Michael Golden, President of, or Managing Member of MOUNTAIN WEST AVIATION, 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.

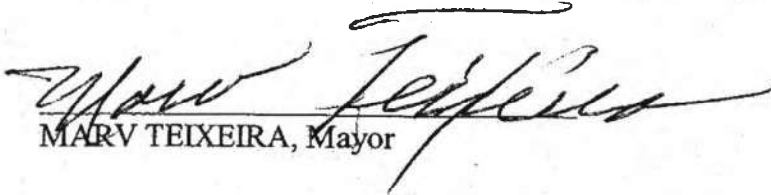

NOTARY PUBLIC (SEAL)



382385

CARSON CITY

Approved by the Board of Supervisors this 4th day of September, 2008.


MARV TEIXEIRA, Mayor

ATTEST:


ALAN GLOVER, Clerk/Recorder



CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form


STEVEN E. TACKES, ESQ.

382385

**APPENDIX A
CARSON CITY AIRPORT AUTHORITY**

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHALL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGARS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

382385

Exhibit A
Legal description and map

**GOLDEN LEASE PARCEL
DESCRIPTION**

**FOR
CARSON CITY AIRPORT**
BEING A PORTION OF THE EAST HALF OF SECTION 4,
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. & M., WITHIN
CARSON CITY COUNTY, NEVADA

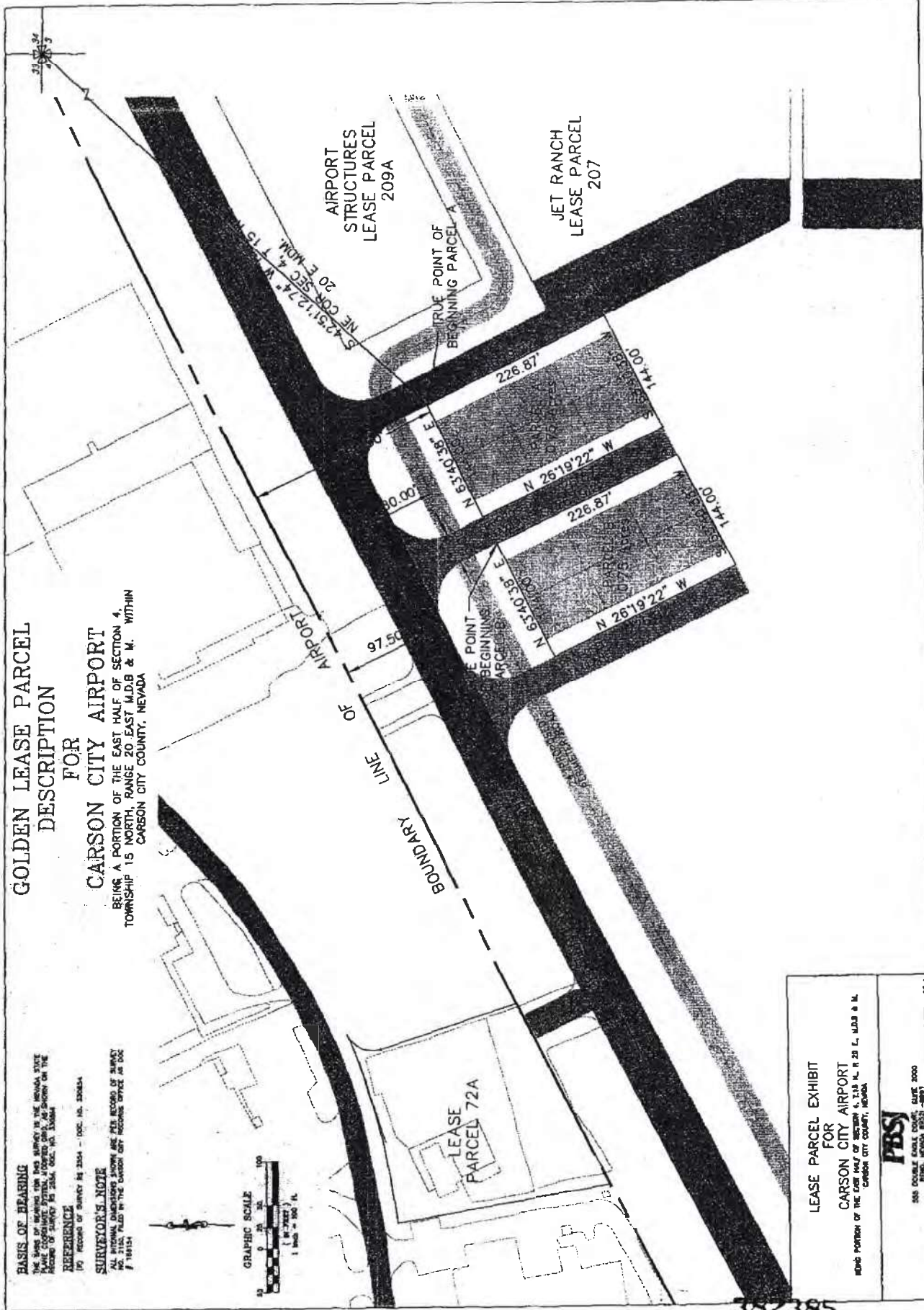
BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS THE NEVADA STATE
PLATE COASTAL AND GEODETIC SYSTEM, ADJUSTED TO THE
RECORD OF SURVEY #1 2504, DATE OCT. 01, 1983.

REFERENCE
19) RECORD OF SURVEY #1 2504 - LOC. NO. 200824

SURVEYOR'S NOTE

ALL INTERNAL DIMENSIONS SHOWN ARE PER RECORD OF SURVEY
#1 2504, FILED IN THE CARSON CITY RECORDS OFFICE AS OF
7/18/15.

GRAPHIC SCALE



**LEASE PARCEL EXHIBIT
FOR
CARSON CITY AIRPORT**
BEING A PORTION OF THE EAST HALF OF SECTION 4, T15 N., R20 E., M.D.B. & M.,
CARSON CITY COUNTY, NEVADA

FBS
555 DOUBLE CIRCLE ROAD, SUITE 2000
FREMONT, NEVADA 89405-4995
(775) 253-1177

SHEET 1 OF 1

352385



August 14, 2008
MB/BF

Golden Lease Parcel Description

All that portion of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

Commencing at the northeast corner of said Section 4, thence, South $42^{\circ}51'12.74''$ West 1575.44 feet to the TRUE POINT OF BEGINNING of this description; thence, South $26^{\circ}19'22''$ East 226.87 feet; thence South $63^{\circ}40'38''$ West 144.00 feet; thence North $26^{\circ}19'22''$ West 226.87 feet; thence, North $63^{\circ}40'38''$ East 144.00 feet, to the point of beginning.

Together with the following described parcel:

Commencing at the northeast corner of said Section 4, thence, South $42^{\circ}51'12.74''$ West 1575.44 feet; thence South $63^{\circ}40'38''$ West 179.00 feet to the TRUE POINT OF BEGINNING of this description; thence, South $26^{\circ}19'22''$ East 226.87 feet; thence South $63^{\circ}40'38''$ West 144.00 feet; thence North $26^{\circ}19'22''$ West 226.87 feet; thence, North $63^{\circ}40'38''$ East 144.00 feet, to the point of beginning.

Containing 1.50 acres, more or less.

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

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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 shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises to include the following clause:

“Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon City-owned property (Airport), and will not file a mechanic’s lien or otherwise assert any claim against City’s real estate on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold the Airport Authority and City harmless from any liens filed upon City’s property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor’s sole cost.”

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, judgments, 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. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.

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2. All permits obtained for construction within 120 days next following.
3. All construction completed within two years of the effective date of the lease.

B. Failure to Use Property. Failure by Tenant to satisfy the requirements as set forth above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

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

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

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date September 25, 2008

Alan Glover
ALAN GLOVER, Clerk-Recorder

By [Signature] Deputy

Per NRS 239 Sec.6 the SSN may be redacted, but in no way affects the legality of the document.

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EXHIBIT B

(Amended Legal Description and Map of Ground Lease)

EXHIBIT 'A'

LEASE PARCEL FOR CARSON TAHOE EXECUTIVE, LLC

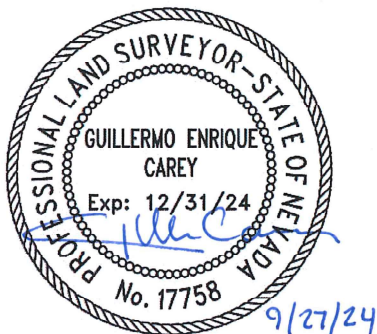
All that certain real property situated in Carson City, State of Nevada, being a portion of the East one-half of Section 4 Township 15 North, Range 20 East, M.D.B. & M.

BEGINNING at a point from which the Northeast corner of said Section 4 bears North 41° 23' 47" East for a distance of 1,644.67 feet; THENCE from said POINT OF BEGINNING the following six (6) consecutive courses and distances:

- 1) South 26° 21' 27" East for a distance of 196.50 feet; THENCE
- 2) South 63° 38' 33" West for a distance of 213.00 feet; THENCE
- 3) North 26° 21' 27" West for a distance of 25.50 feet; THENCE
- 4) South 63° 38' 33" West for a distance of 37.00 feet; THENCE
- 5) North 26° 21' 27" West for a distance of 171.00 feet; THENCE
- 6) North 63° 38' 33" East for a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 48,182 ± square feet

The Basis of Bearings for this description is identical to Record of Survey #2554, File No. 330854, Official Records of Carson City, Nevada.



LEGAL DESCRIPTION PREPARED BY:
Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509

NE COR.
33 SEC. 4
4 T15N-R20E
3 M.D.B.& M.

N41°23'47"E
1,644.67'
(TIE)

BASIS OF BEARINGS
THE BASIS OF BEARINGS IS IDENTICAL TO RECORD OF SURVEY #2554, FILE NO. 330854, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

LEGEND:
o..... DIMENSION POINT
NOTHING FND/SET
▨ LEASE PARCEL

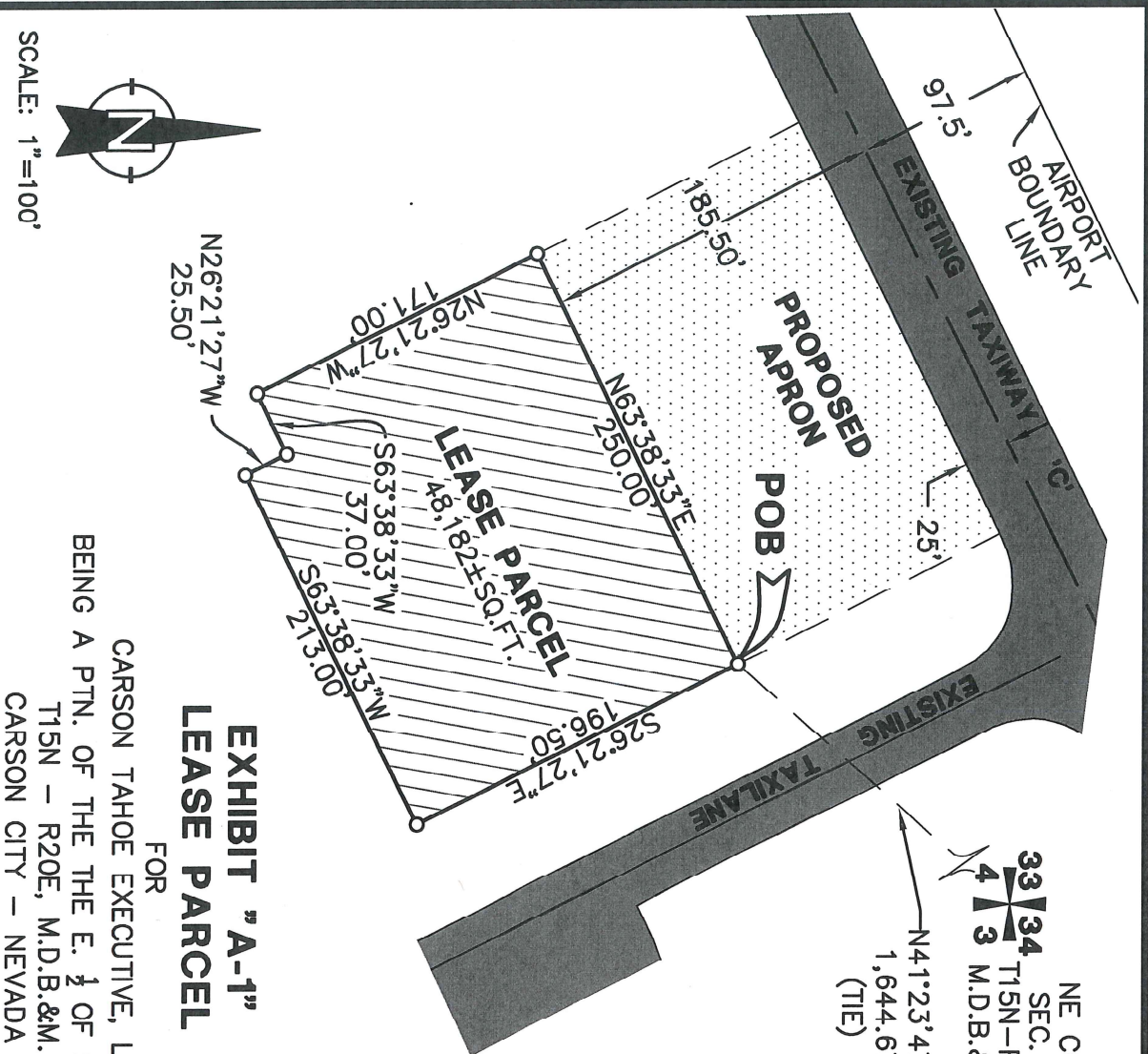


EXHIBIT "A-1"
LEASE PARCEL

FOR
CARSON TAHOE EXECUTIVE, LLC.
BEING A PTN. OF THE THE E. ¼ OF SECTION 4
T15N - R20E, M.D.B.&M.
CARSON CITY - NEVADA



EXHIBIT 'A'

LEASE PARCEL FOR CARSON TAHOE EXECUTIVE, LLC

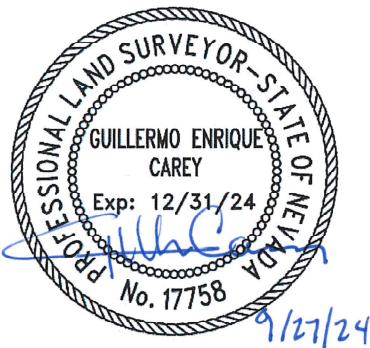
All that certain real property situated in Carson City, State of Nevada, being a portion of the East one-half of Section 4 Township 15 North, Range 20 East, M.D.B. & M.

BEGINNING at a point from which the Northeast corner of said Section 4 bears North 34° 12' 25" East for a distance of 1,768.56 feet; THENCE from said POINT OF BEGINNING the following four (4) consecutive courses and distances:

- 1) South 26° 21' 27" East for a distance of 100.00 feet; THENCE
- 2) South 63° 38' 33" West for a distance of 170.00 feet; THENCE
- 3) North 26° 21' 27" West for a distance of 100.00 feet; THENCE
- 4) North 63° 38' 33" East for a distance of 170.00 feet to the POINT OF BEGINNING.

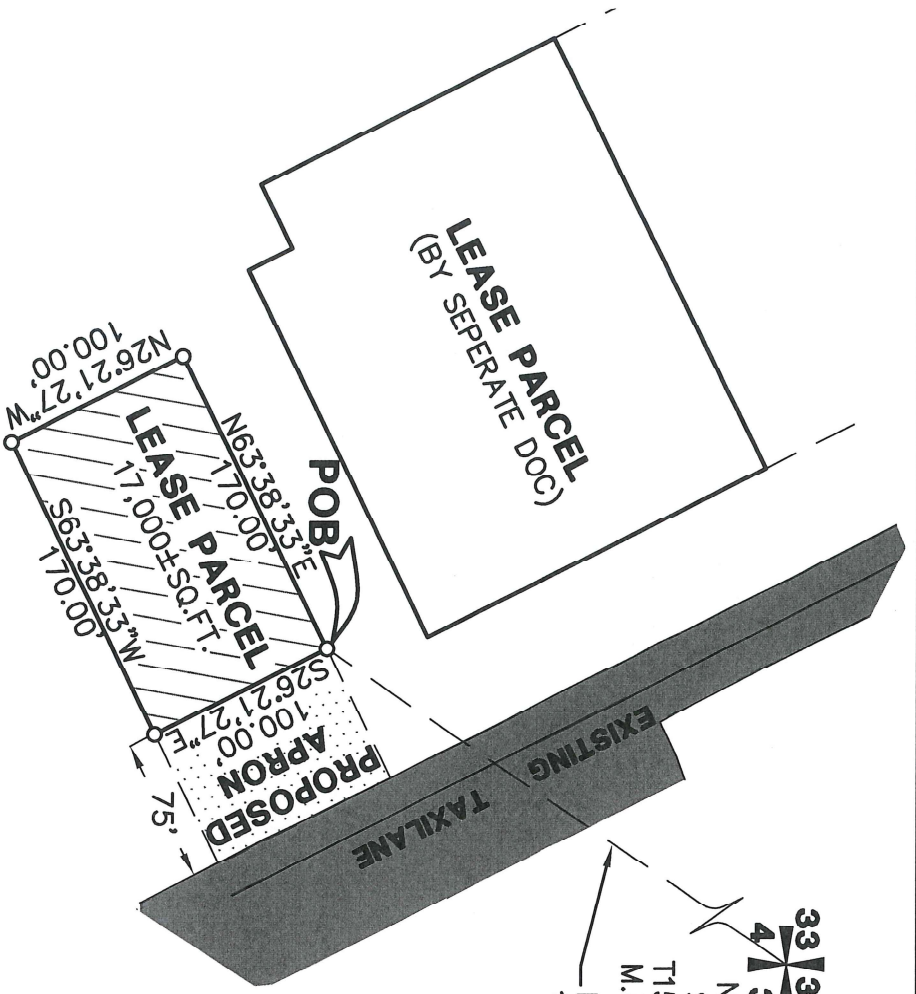
Containing 17,000 ± square feet

The Basis of Bearings for this description is identical to Record of Survey #2554, File No. 330854, Official Records of Carson City, Nevada.



LEGAL DESCRIPTION PREPARED BY:
Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509

33 | 34
4 | 3
NE COR.
SEC. 4
T15N-R20E
M.D.B. & M.
N34°12'25"E (TIE)
1,768.56'



BASIS OF BEARINGS
THE BASIS OF BEARINGS IS IDENTICAL TO RECORD OF SURVEY #2554, FILE NO. 330854, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

LEGEND:

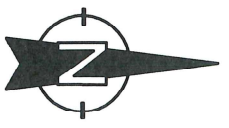
- DIMENSION FND/SET NOTHING FND/SET
- ▨ LEASE PARCEL

EXHIBIT "A-1"
LEASE PARCEL

FOR
CARSON TAHOE EXECUTIVE, LLC.
BEING A PTN. OF THE THE E. 1/4 OF SECTION 4
T15N - R20E, M.D.B. & M.
CARSON CITY - NEVADA



SCALE: 1"=100'



APN 005-02-105, 005-02-106
Corey Jenkins, Airport Manager
2600 E. College Parkway #6
Carson City, NV 89706

**AGREEMENT TO EXTEND TIME; AVOID LEASE
TERMINATION; CARSON CITY AIRPORT AND
CARSON TAHOE EXECUTIVE, LLC; Taxiway C lease**

This Agreement between the CARSON CITY AIRPORT AUTHORITY (“CCAA”), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706, and CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company (“Tenant”), whose address is 3700 Barron Way, Suite 2, Reno, NV 89511, is made to document the agreement reached at the meeting of the CCAA on May 21, 2024 during which the CCAA and Tenant agreed as follows:

CCAA will extend the time regarding the deadlines to avoid the Termination of Tenant’s Taxiway C Lease which is held under document Nos. 382385 recorded September 5, 2008 (underlying lease), and 543528 recorded November 17, 2023 (assignment to Tenant) upon the following terms:

1. Tenant will proceed with plans to construct a hangar system on the leasehold, and provide written progress reports quarterly to the Airport Manager showing good faith progress by Tenant.
2. Tenant will complete construction plans and submit them to the CCAA and governmental offices for approval by December 1, 2024, subject to Force Majeure below.
3. Tenant will complete all construction within 18 months thereafter, i.e. by May 1, 2026.
4. Force Majeure: The construction plan filing and commencement deadlines shall be extended for such period of time as construction is prevented or delayed due to strikes, labor disputes, supply chain/vendor delays, fire, earthquake, floods and other out of the ordinary actions of the elements, pandemic, enemy invasion, wars, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion and unavoidable casualty (an “Excusable Delay”). Tenant shall provide CCAA with written notice within 5 days of such event causing the prevention of Tenant’s ability to meet the deadline.

Absent an Excusable Delay and notice to CCAA, in the event that the Tenant fails to provide the progress reports or meet the construction deadlines (plans and construction), the lease will terminate.



COREY JENKINS, Airport Manager

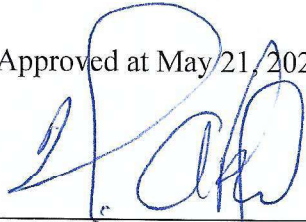
Dated 5/24/24



JAMES PICKETT, CARSON TAHOE
EXECUTIVE, LLC.

Dated 5/21/2024

CCAA Approved at May 21, 2024 Meeting:



TIM PULIZ, Chairman



FlyCarsonCity.com

October 16, 2024

Carson City Airport Manager's Report Prepared by Corey Jenkins

Managers' Report

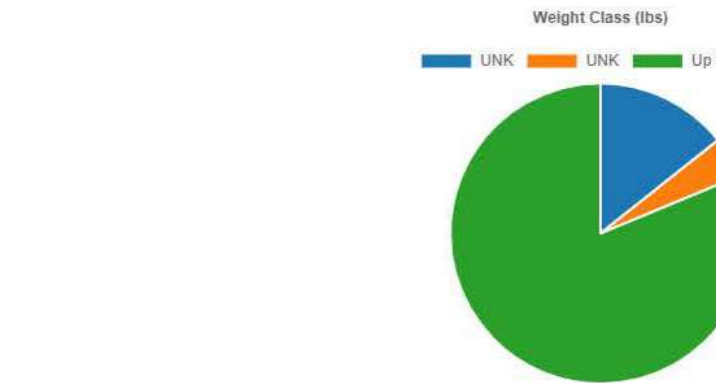
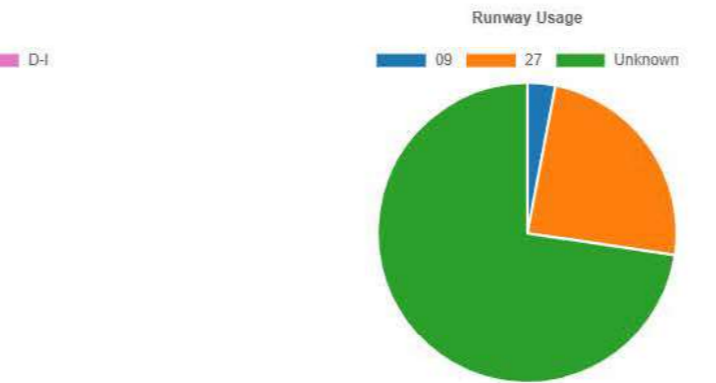
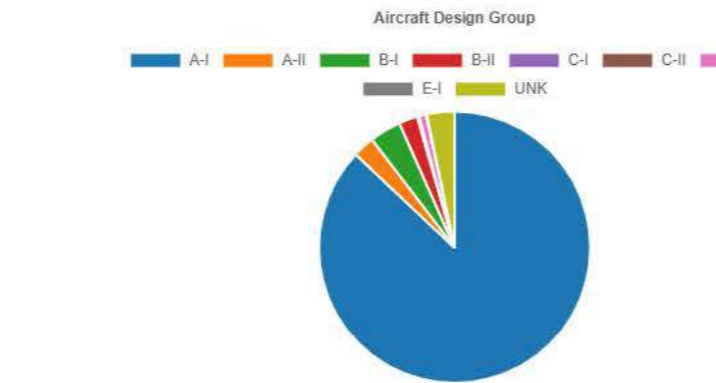
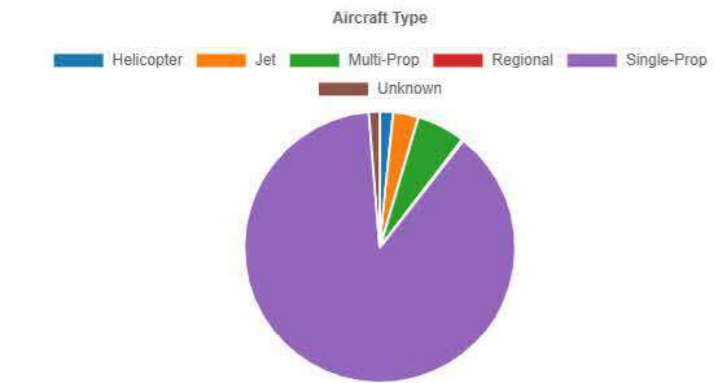
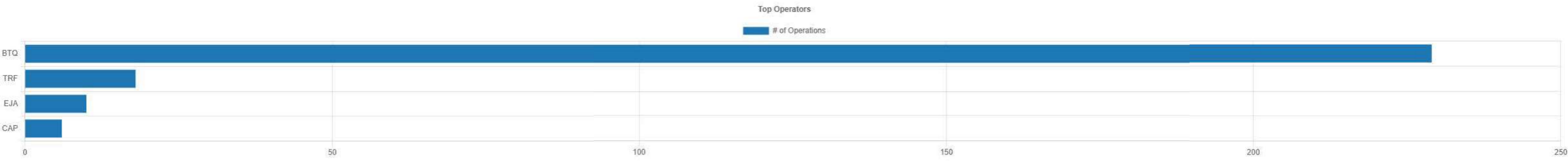
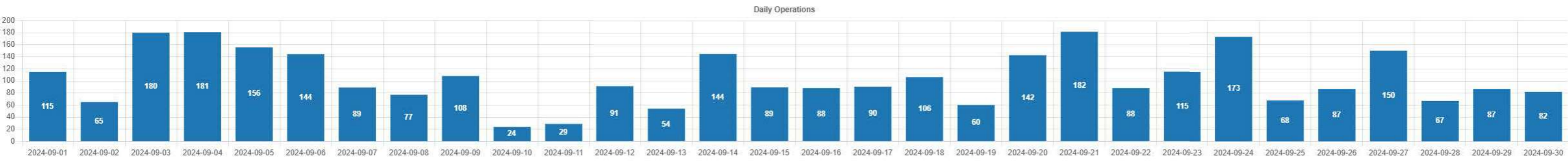
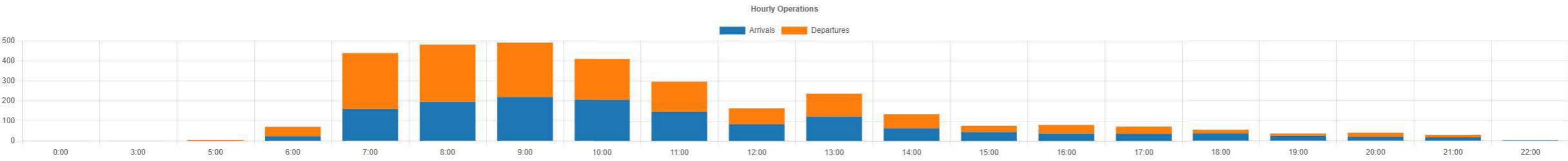
- Working with developers who are interested in building hangars at the airport
 - Three meetings with potential developers
- Working on a solution to create an access point to the vacant land south east of the airport terminal building
- Pavement Maintenance
 - Airport Operations and Maintenance are working on the next phase of pavement maintenance
 - This project is large in scope and we are in the process of determining if it will be required to go out to bid or not depending on how it will be phased.
- Most of the ground lease holders have complied with our request for updated hangar certification forms.
 - We have held multiple meetings with ground lease holders to assist them with completing updated hangar certification forms and with understanding of the ground lease requirements to ensure compliance.
- Attended a meeting with Armstrong Engineering and the City Building Department
 - The Permit application for the SRE building is nearly complete.
 - The outstanding items are only with the formatting of the application.
 - The Special Use Permit has expired and must be reapplied for.
- The utilities have been put in place across taxiway Bravo.
 - Taxiway Bravo was closed for three days for the project.
 - The closure was just around the area of the work and did not prevent any aircraft from accessing the runway.
 - Work will begin on pavement soon, which will also result in a taxiway closure because of the work required in the safety area.
- Working with the City on updating Title 19 with the changes approved by the CCAA
 - The second reading is going to be on October 17th and Steve Tackes will be attending the board meeting.
- Attended the Lithium Summit put on by the Governor's office.
 - Many of the attendees and presenters are airport users
 - The future of the Lithium Mining industry in Nevada looks promising and will bring additional corporate traffic to the airport.
- Attended a meeting with Care flight
 - Discussed their operations and how the airport can assist them.
- The annual audit is progressing well and should be completed soon.
- Worked with board members, members of the community, and the FAA to assist with the development of a handout with guidance on operations at non-towered

Fuel Flowage

Total							
Month	Self-Serve		Full-Service		Total Combined		% Change
	100LL	Jet A	100LL	Jet A	Gallons	Fuel Flowage Fee	Annual Change
January-24	5932	1389	2655	10751	20727	\$ 1,036.36	97%
February-24	6355	637	1343	13511	21847	\$ 1,092.34	12%
March-24	7206	353	2737	13374.9	23670	\$ 1,183.51	52%
April-24	9776	334	3489	8998	22598	\$ 1,129.89	5%
May-24	10401	1540	4241	28959	45141	\$ 2,257.05	57%
June-24	10481	1471	4720	12459	29132	\$ 1,456.59	9%
July-24	11100	739	5188	21112	38139	\$ 1,906.95	13%
August-24	10902	1359	4781	25886	42929	\$ 2,146.44	21%
September-24	7290	2432	4306	17146	31175	\$ 1,558.73	-17%
October-24	0	0	0	0	0	\$ -	-100%
November-24	0	0	0	0	0	\$ -	-100%
December-24	0	0	0	0	0	\$ -	-100%

Aircraft Operations

2024 ADS-B Airport Operations				
Month	Arrivals	Departures	Total Operations	Annual Change
January-24	1457	1483	2940	32%
February-24	1295	1265	2560	-27%
March-24	1238	1242	2480	0%
April-24	4312	4312	8624	68%
May-24	4251	4261	8512	62%
June-24	2493	2481	4974	-18%
July-24	2320	2533	4853	-25%
August-24	1952	2237	4189	-20%
September-24	1457	1674	3131	-53%
October-24	0	0	0	-100%
November-24	0	0	0	-100%
December-24	0	0	0	-100%
Total Annual	20775	21488	42263	-33%



Carson City Airport Authority-2

Balance Sheet Comparison

As of September 30, 2024

	TOTAL	
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1075 LGIP-Deferred	427,070.13	404,981.33
1077 LGIP- General Fund	1,636,870.59	1,256,481.58
3099 Gen. Fund #1162	433,184.07	568,206.70
3101 Deferred Lease #8249	0.00	0.00
3102 Gate Card #5242	0.00	0.00
3199 Petty Cash	100.00	100.00
6.30.20 Audit Adustment	0.00	0.00
Total Bank Accounts	\$2,497,224.79	\$2,229,769.61
Accounts Receivable		
2000 Accounts Receivable - Operating	65,639.57	141,326.38
Total Accounts Receivable	\$65,639.57	\$141,326.38
Other Current Assets		
1499 Undeposited Funds	10,248.98	1,149.66
2001 AR offset	-19,337.00	-19,337.00
2010 Due From Other Government	389,578.87	389,578.87
2010.1 Audit Adjustment to AR	-332,044.00	-332,044.00
2011 Accrued Interest Receivable	6,252.37	6,252.37
2020 Grants Receivable-CY	0.00	0.00
2021 Grants Receivable AIP33	0.00	0.00
2100 Prepaid Expenses	1,000.00	1,000.00
CTE Reimbursement Funds	-22,877.50	
Grumman HU-16C Lien	0.00	0.00
Total Other Current Assets	\$32,821.72	\$46,599.90
Total Current Assets	\$2,595,686.08	\$2,417,695.89
Fixed Assets		
2120 land	146,542.03	146,542.03
2125 Machinery & Equipment	750,566.73	750,566.73
2126 Fencing	911,661.46	911,661.46
2130 Vehicle	807,877.35	807,877.35
2198 Accumulated Depreciation	-466,021.36	-466,021.36
2201 Tractor	153,046.00	153,046.00
Total Fixed Assets	\$2,303,672.21	\$2,303,672.21
Other Assets		
2300 Provided for LT Obligations	271,786.33	271,786.33
2305 NPV of Airport Leases	7,242,012.00	7,242,012.00

Carson City Airport Authority-2

Balance Sheet Comparison

As of September 30, 2024

	TOTAL	
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)
2810 Pension Requirement	415,612.04	415,612.04
Total Other Assets	\$7,929,410.37	\$7,929,410.37
TOTAL ASSETS	\$12,828,768.66	\$12,650,778.47
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
3000 Accounts Payable	4,438.00	96,049.49
Total Accounts Payable	\$4,438.00	\$96,049.49
Credit Cards		
6321 Home Depot	129.65	210.46
6328 NSB Credit Card Rick 9053	1,010.58	507.05
6329 NSB CC Corey 9061	991.88	1,687.18
Total Credit Cards	\$2,132.11	\$2,404.69
Other Current Liabilities		
2101 Payroll Liability	3,619.03	1,234.78
2102 Accrued Compensated Absences	8,917.28	8,917.28
2115 Accrued Expenses	21,000.00	21,000.00
3030 Audit Adj to AP	4,102.00	4,102.00
3090 Pension Requirement-Liab	360,736.00	360,736.00
3271 Current Portion of LTD	12,734.00	12,734.00
Total Other Current Liabilities	\$411,108.31	\$408,724.06
Total Current Liabilities	\$417,678.42	\$507,178.24
Long-Term Liabilities		
3085 Net Pension Liability	447,813.00	447,813.00
3100 Leases Advances	26,556.00	26,556.00
3110 Deferred Inflows- Leases	6,872,722.00	6,872,722.00
3200 Mayes-Lease Transactions	303,069.83	309,309.83
3250 Gonzalez Deferred Lease	232,855.89	232,855.89
3260 Goni Deferred Lease	0.00	0.00
6325 Tractor US Bank	-13,243.00	0.00
Total Long-Term Liabilities	\$7,869,773.72	\$7,889,256.72
Total Liabilities	\$8,287,452.14	\$8,396,434.96
Equity		
4200 Fund Balance	2,548,313.52	2,548,313.52
4999 Retained Earnings	1,977,797.89	1,711,686.00
4999.1 GWFS to Fund FS adjustments	-38,223.00	-38,223.00
Net Income	53,428.11	32,566.99
Total Equity	\$4,541,316.52	\$4,254,343.51
TOTAL LIABILITIES AND EQUITY	\$12,828,768.66	\$12,650,778.47

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Budget 24/25 P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
5010 Real/Personal Property Tax				
5010.1 Aircraft	63,794.36	210,000.00	-146,205.64	30.38 %
5010.2 Building	52,195.36	155,000.00	-102,804.64	33.67 %
Total 5010 Real/Personal Property Tax	115,989.72	365,000.00	-249,010.28	31.78 %
5050 AIRPORT LEASES				
5050H Hanger Lease	24,000.00	72,000.00	-48,000.00	33.33 %
5051 Land Leases	86,796.64	300,000.00	-213,203.36	28.93 %
5052 Tower Leases	24,240.49	75,000.00	-50,759.51	32.32 %
5053 Lease-Mayes	2,080.00	6,240.00	-4,160.00	33.33 %
5054 Through The Fence		-8,000.00	8,000.00	
Total 5050 AIRPORT LEASES	137,117.13	445,240.00	-308,122.87	30.80 %
5150 Tie Down Fees	3,017.00	8,000.00	-4,983.00	37.71 %
5151 Gate Card Fees	120.00	2,000.00	-1,880.00	6.00 %
5155 Parking Fees	216.13	300.00	-83.87	72.04 %
5200 Committed-Fuel Flowage Fees	6,976.86	20,000.00	-13,023.14	34.88 %
5201 Committed-Jet Fuel Tax	697.02	4,000.00	-3,302.98	17.43 %
5250 Through the Fence Fees		8,000.00	-8,000.00	
5300 Class II FBO Fees	1,800.00	10,000.00	-8,200.00	18.00 %
5402 Open House Income	5,200.00	10,000.00	-4,800.00	52.00 %
5404 Rock Materials Sales		70,000.00	-70,000.00	
5450 Reimbursements		35,000.00	-35,000.00	
5500 Interest Income	27,586.30	380,000.00	-352,413.70	7.26 %
5915 Sales	25,242.86		25,242.86	
5998 Terminal Rental		500.00	-500.00	
Total Income	\$323,963.02	\$1,358,040.00	\$ - 1,034,076.98	23.86 %
GROSS PROFIT	\$323,963.02	\$1,358,040.00	\$ - 1,034,076.98	23.86 %
Expenses				
6019 Charitable Contribution	2,370.00	2,000.00	370.00	118.50 %
6169 Taxes & Licenses		300.00	-300.00	
6300 Operating Expenses				
6130 Dues	370.00	2,300.00	-1,930.00	16.09 %
6135 Memberships		500.00	-500.00	
6137 Conferences	695.00	4,500.00	-3,805.00	15.44 %
6170 SWAAAE BOD Travel		850.00	-850.00	
6190 Office Expencc-PC Software		2,000.00	-2,000.00	
6200 Office Expenses -PC Hardware	5.25	500.00	-494.75	1.05 %
6211 Meals and Entertainment	235.12	750.00	-514.88	31.35 %
6218 Marketing and Website	512.20	2,500.00	-1,987.80	20.49 %
6280 Open House Expense	4,634.56	12,000.00	-7,365.44	38.62 %

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Budget 24/25 P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6369 Travel	1,229.76	500.00	729.76	245.95 %
Total 6300 Operating Expenses	7,681.89	26,400.00	-18,718.11	29.10 %
6301 Utilities				
6302 Phone & Internet	2,183.87	5,000.00	-2,816.13	43.68 %
6303 Electric	3,116.23	19,000.00	-15,883.77	16.40 %
6304 Gas	30.24	1,000.00	-969.76	3.02 %
6305 Water	673.13	2,300.00	-1,626.87	29.27 %
6306 Carson City Landfill	533.84	1,200.00	-666.16	44.49 %
Total 6301 Utilities	6,537.31	28,500.00	-21,962.69	22.94 %
6308 Office Expenses and Supplies	643.13	1,500.00	-856.87	42.88 %
6309 Legal	12,112.50	100,000.00	-87,887.50	12.11 %
6310 Security	1,904.96	4,000.00	-2,095.04	47.62 %
6311 CCAA printing		500.00	-500.00	
6312 Data Storage	78.53	550.00	-471.47	14.28 %
6313 Insurance	100.00	13,000.00	-12,900.00	0.77 %
6314 Auditing		42,000.00	-42,000.00	
6314A Accounting/Bullis	5,341.00	16,000.00	-10,659.00	33.38 %
6315 Contract Services/Appraisals	7,000.00	14,000.00	-7,000.00	50.00 %
6316 Bank Charges/Square Chgs	272.79	400.00	-127.21	68.20 %
6317 Airport Equipment Maintenance	2,615.86	15,000.00	-12,384.14	17.44 %
6317.5 AWOS III Service Charges	5,936.00	7,000.00	-1,064.00	84.80 %
6318 Facility Maintenance	5,383.83	8,000.00	-2,616.17	67.30 %
6319 Airfield Maintenance	7,560.73	40,000.00	-32,439.27	18.90 %
6319.5 Gate Maintenance		2,000.00	-2,000.00	
6319.51 Depreciation expense		140,000.00	-140,000.00	
6350 Labor Expense				
6351 Salaries	64,654.14	285,000.00	-220,345.86	22.69 %
6351.5 Overtime Budget (Airfield)		2,500.00	-2,500.00	
6352 Healthcare	28,873.29	56,250.00	-27,376.71	51.33 %
6353 PERS Retirement Contribution	28,747.60	82,000.00	-53,252.40	35.06 %
6354 Nevada Payroll	357.00	1,200.00	-843.00	29.75 %
6355 Workers Compensation	2,051.45	5,200.00	-3,148.55	39.45 %
6356 State Unemployment Contri		2,800.00	-2,800.00	
6363 Voya/Deferred Comp	350.00		350.00	
6476 Uniforms	369.55	1,500.00	-1,130.45	24.64 %
Total 6350 Labor Expense	125,403.03	436,450.00	-311,046.97	28.73 %
QuickBooks Payments Fees	146.08		146.08	
Total Expenses	\$191,087.64	\$897,600.00	\$ - 706,512.36	21.29 %
NET OPERATING INCOME	\$132,875.38	\$460,440.00	\$ - 327,564.62	28.86 %
Other Income				

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Budget 24/25 P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
FAA AIP Activity Revenue				
6045 Extend 9/27				
6045.1 Extend 9/27 Revenue		500,000.00	-500,000.00	
6045.2 Extend 9/27 Expense		-533,333.00	533,333.00	
Total 6045 Extend 9/27		-33,333.00	33,333.00	
Total FAA AIP Activity Revenue		-33,333.00	33,333.00	
FAA AIP Grant Revenue				
6035 AIP #36 Construct SRE Building				
6035.1 6035 AIP #36 Construct SRE Building Revenue		840,625.00	-840,625.00	
6035.2 6035 AIP #36 Construct SRE Building Expense		-750,000.00	750,000.00	
Total 6035 AIP #36 Construct SRE Building		90,625.00	-90,625.00	
6036 AIP #37 Acquire Snow Removal Equipment				
6036.1 AIP #37 Acquire Snow Removal Equipment Revenue		216,000.00	-216,000.00	
6036.2 AIP #37 Acquire Snow Removal Equipment Expense	-5,272.50	-216,000.00	210,727.50	2.44 %
Total 6036 AIP #37 Acquire Snow Removal Equipment	-5,272.50	0.00	-5,272.50	
6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF				
6042.1 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Revenue	3,221.16		3,221.16	
6042.2 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Expense	-3,435.90		-3,435.90	
Total 6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-214.74		-214.74	
6044 AIP #44 SRE Construct Auxiliary Building				
6044.1 6044 AIP #44 SRE Construct Auxiliary Building Revenue	2,054.53		2,054.53	
6044.2 AIP #44 SRE Construct Auxiliary Building Expense	-4,902.10		-4,902.10	
Total 6044 AIP #44 SRE Construct Auxiliary Building	-2,847.57		-2,847.57	
6046 AIP #45 Drainage Improvements Design				
6046.1 AIP #45 Drainage Improvements Design Revenue		140,625.00	-140,625.00	
6046.2 AIP #45 Drainage Improvements Design Expense		-150,000.00	150,000.00	
Total 6046 AIP #45 Drainage Improvements Design		-9,375.00	9,375.00	
Total FAA AIP Grant Revenue	-8,334.81	81,250.00	-89,584.81	-10.26 %
Total Other Income	\$ -8,334.81	\$47,917.00	\$ -56,251.81	-17.39 %
Other Expenses				
CCAA Funded Capital Projects				
6400 Capital Project				
6419 Rebuild Perimeter Road (Design)		120,000.00	-120,000.00	
Total 6400 Capital Project		120,000.00	-120,000.00	
6412 Terminal Entrance Hardscape		80,000.00	-80,000.00	
6414 Terminal Building Architectural Renderings	26,257.40		26,257.40	
Total CCAA Funded Capital Projects	26,257.40	200,000.00	-173,742.60	13.13 %
Total Other Expenses	\$26,257.40	\$200,000.00	\$ -173,742.60	13.13 %

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Budget 24/25 P&L - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OTHER INCOME	\$ - 34,592.21	\$ -152,083.00	\$117,490.79	22.75 %
NET INCOME	\$98,283.17	\$308,357.00	\$ - 210,073.83	31.87 %

Carson City Airport Authority-2

Profit and Loss Comparison

July - September, 2024

	TOTAL		
	JUL - SEP, 2024	JUL - SEP, 2023 (PY)	CHANGE
Income			
5010 Real/Personal Property Tax			
5010.1 Aircraft	47,845.77	47,845.77	0.00
5010.2 Building	39,146.52	39,146.52	0.00
Total 5010 Real/Personal Property Tax	86,992.29	86,992.29	0.00
5050 AIRPORT LEASES			
5050H Hanger Lease	18,000.00	18,000.00	0.00
5051 Land Leases	65,097.48	62,788.01	2,309.47
5052 Tower Leases	18,163.35	18,634.34	-470.99
5053 Lease-Mayes	1,560.00	1,560.00	0.00
Total 5050 AIRPORT LEASES	102,820.83	100,982.35	1,838.48
5150 Tie Down Fees	2,249.00	2,759.00	-510.00
5151 Gate Card Fees	120.00	1,305.00	-1,185.00
5155 Parking Fees	216.13	100.02	116.11
5200 Committed-Fuel Flowage Fees	6,490.75	4,766.06	1,724.69
5201 Committed-Jet Fuel Tax	697.02	667.96	29.06
5300 Class II FBO Fees	1,350.00	1,800.00	-450.00
5402 Open House Income	5,200.00	2,500.00	2,700.00
5404 Rock Materials Sales		21,696.94	-21,696.94
5500 Interest Income	27,586.30	19,239.11	8,347.19
5915 Sales	25,242.86		25,242.86
Total Income	\$258,965.18	\$242,808.73	\$16,156.45
GROSS PROFIT	\$258,965.18	\$242,808.73	\$16,156.45
Expenses			
6019 Charitable Contribution	2,370.00	1,208.75	1,161.25
6165 Job Supplies		48.14	-48.14
6300 Operating Expenses			
6130 Dues	370.00	1,210.00	-840.00
6135 Memberships		95.00	-95.00
6137 Conferences	695.00		695.00
6190 Office Expence-PC Software		24.77	-24.77
6200 Office Expenses -PC Hardware	5.25		5.25
6211 Meals and Entertainment	235.12	200.76	34.36
6218 Marketing and Website	512.20	904.00	-391.80
6280 Open House Expense	4,634.56	818.18	3,816.38
6369 Travel	1,229.76		1,229.76
Total 6300 Operating Expenses	7,681.89	3,252.71	4,429.18

Carson City Airport Authority-2

Profit and Loss Comparison

July - September, 2024

	TOTAL		
	JUL - SEP, 2024	JUL - SEP, 2023 (PY)	CHANGE
6301 Utilities			
6302 Phone & Internet	2,113.87	1,161.01	952.86
6303 Electric	3,116.23	6,416.27	-3,300.04
6304 Gas	30.24	90.72	-60.48
6305 Water	673.13	872.07	-198.94
6306 Carson City Landfill	533.84	311.55	222.29
Total 6301 Utilities	6,467.31	8,851.62	-2,384.31
6308 Office Expenses and Supplies	643.13	156.97	486.16
6309 Legal	4,702.50	21,675.00	-16,972.50
6310 Security	1,791.97	985.97	806.00
6311 CCAA printing		187.90	-187.90
6312 Data Storage	78.53	153.76	-75.23
6313 Insurance	100.00		100.00
6314A Accounting/Bullis	5,341.00	6,141.00	-800.00
6314B Accounting/Tmcdbooks		3,400.00	-3,400.00
6315 Contract Services/Appraisals	7,000.00		7,000.00
6316 Bank Charges/Square Chgs	272.79	44.46	228.33
6317 Airport Equipment Maintenance	2,615.86	1,681.53	934.33
6317.5 AWOS III Service Charges	5,936.00	5,820.00	116.00
6318 Facility Maintenance	5,383.83	1,241.06	4,142.77
6319 Airfield Maintenance	7,560.73	10,525.64	-2,964.91
6319.5 Gate Maintenance		235.00	-235.00
6350 Labor Expense			
6351 Salaries	64,654.14	36,162.96	28,491.18
6352 Healthcare	28,873.29	8,724.93	20,148.36
6353 PERS Retirement Contribution	21,501.65	12,656.75	8,844.90
6354 Nevada Payroll	357.00	279.00	78.00
6355 Workers Compensation	2,051.45	878.27	1,173.18
6363 Voya/Deferred Comp	350.00		350.00
6476 Uniforms	346.14	263.80	82.34
Total 6350 Labor Expense	118,133.67	58,965.71	59,167.96
6600 Bad Debt Transaction		450.00	-450.00
QuickBooks Payments Fees	138.15		138.15
Total Expenses	\$176,217.36	\$125,025.22	\$51,192.14
NET OPERATING INCOME	\$82,747.82	\$117,783.51	\$ -35,035.69
Other Income			
5001 NDOT Grant Reimbursement		19,722.00	-19,722.00

Carson City Airport Authority-2

Profit and Loss Comparison

July - September, 2024

	TOTAL		
	JUL - SEP, 2024	JUL - SEP, 2023 (PY)	CHANGE
FAA AIP Grant Revenue			
6035 AIP #36 Construct SRE Building			
6035.2 6035 AIP #36 Construct SRE Building Expense		-12,470.00	12,470.00
Total 6035 AIP #36 Construct SRE Building		-12,470.00	12,470.00
6036 AIP #37 Acquire Snow Removal Equipment			
6036.2 AIP #37 Acquire Snow Removal Equipment Expense		-135.00	135.00
Total 6036 AIP #37 Acquire Snow Removal Equipment		-135.00	135.00
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF			
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev		50,453.43	-50,453.43
6041.2 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Expense (deleted)		-48,825.00	48,825.00
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF		1,628.43	-1,628.43
6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF			
6042.1 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Revenue	3,221.16		3,221.16
6042.2 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Expense	-3,435.90	-35,790.50	32,354.60
Total 6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-214.74	-35,790.50	35,575.76
6044 AIP #44 SRE Construct Auxiliary Building			
6044.1 6044 AIP #44 SRE Construct Auxiliary Building Revenue	2,054.53		2,054.53
6044.2 AIP #44 SRE Construct Auxiliary Building Expense	-4,902.10	-36,683.00	31,780.90
Total 6044 AIP #44 SRE Construct Auxiliary Building	-2,847.57	-36,683.00	33,835.43
Total FAA AIP Grant Revenue	-3,062.31	-83,450.07	80,387.76
Total Other Income	\$ -3,062.31	\$ -63,728.07	\$60,665.76
Other Expenses			
CCAA Funded Capital Projects			
6400 Capital Project			
6418 FOD Boss Purchase		6,949.00	-6,949.00
Total 6400 Capital Project		6,949.00	-6,949.00
6414 Terminal Building Architectural Renderings	26,257.40	11,892.25	14,365.15
6416 New Terminal Door Improvements with Access Control		2,647.20	-2,647.20
Total CCAA Funded Capital Projects	26,257.40	21,488.45	4,768.95
Total Other Expenses	\$26,257.40	\$21,488.45	\$4,768.95
NET OTHER INCOME	\$ -29,319.71	\$ -85,216.52	\$55,896.81
NET INCOME	\$53,428.11	\$32,566.99	\$20,861.12