

Final
**CARSON CITY AIRPORT AUTHORITY
MEETING AGENDA**

Wednesday, April 16, 2025 – 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: Approval of Airport Lease Amendment for New Cingular Wireless PCS, LLC, to renew the lease for five additional five-year terms in line with the current lease.

Staff Summary: The proposed action is to approve a Fourth Amendment to the New Cingular Wireless PCS, LLC lease. This amendment will allow for five additional five-year terms with an annual 3% increase. It also includes a provision that the Tenant will maintain the airport beacon and associated equipment.

H. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION: Consider bids received responsive to the resolution and notice of invitation to bid and award lease for the parcel located at the south side of the airport, being 2.48 acres bounded by College Parkway, the airport parking lot, and the existing lease to the west and north of the subject parcel. Lease award made pursuant to NRS 244.283 (S. Tackes, C. Jenkins).

Staff Summary: Per NRS 244.283, the required process for leasing airport land is via a public offering and sealed bid process upon adoption of a resolution by the Authority. At its public meeting on February 19, 2025, the Authority adopted a resolution that: (a) described the property proposed to be leased; (b) specified a minimum ground lease rate based on an appraisal, along with a model lease specifying the terms upon which it will be leased; and (c) set April 10 as a deadline for sealed bids and set April 16 for a public meeting of the board to be held, at which sealed proposals to lease will be received and considered. The Authority will review, discuss, and deliberate on the bids received, and if a satisfactory bid is accepted, the Authority will vote to award the lease to that bidder and forward the lease to the Board of Supervisors for their 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 THE NEXT REGULAR MEETING *(Non-Action Item)*.

O. ACTION ON ADJOURNMENT.

Final

* * * * *

DELIVERED (via E-Mail) to the FOLLOWING LOCATIONS for POSTING by 9am, April 11, 2025

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)
March 19, 2025 ● 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 – Michaela Flint	Member – Karl Hutter
Member – Michael Golden	

Staff

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

(5:35:06) – Chair Puliz called the meeting to order at 5:35 p.m.

(5:35:15) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Tim Puliz	Present	
Vice Chair Harlow Norvell	Present	
Treasurer Jon Rogers	Present	
Member Michaela Flint	Present	
Member Michael Golden	Absent	
Member Curtis Horton	Present	
Member Karl Hutter	Present	

B. PLEDGE OF ALLEGIANCE

(5:35:33) – Led by Member Flint.

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

(5:36:07) – Chairperson Puliz introduced the item and entertained comments, changes, and/or a motion to approve the minutes of the February 19, 2025 meeting.

(5:36:29) – MOTION: Member Flint moved to approve the February 19, 2025 minutes as presented. The motion was seconded by Vice Chair Norvell and carried 6-0-0.

RESULT:	APPROVED (6-0-0)
MOVER:	Flint
SECONDER:	Norvell
AYES:	Puliz, Norvell, Rogers, Flint, Horton, Hutter
NAYS:	None
ABSTENTIONS	None
ABSENT:	Golden

D. MODIFICATION OF THE AGENDA.

None.

E. PUBLIC COMMENT

(5:37:22) – Chair Puliz entertained public comments. Deni French introduced himself as a Carson City resident and expressed appreciation for the Carson City Airport. Mr. French mentioned the Airport's growth and the possibility of a new restaurant or café, adding that it would increase appreciation for the area.

F. AIRPORT ENGINEER'S REPORT

(5:39:24) – Chairperson Puliz introduced the item and noted that an Airport Engineer's Report was not included.

G. CONSENT AGENDA

None.

H. PUBLIC HEARINGS**1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE THE 25/26 PRELIMINARY BUDGET FOR SUBMISSION TO THE NEVADA DEPARTMENT OF TAXATION.**

(5:39:39) – Chair Puliz introduced the item. Mr. Jenkins referenced the Staff Report and Supporting Materials, all of which are incorporated into the record. He noted that there weren't any changes made to the budget since the last meeting. Treasurer Rogers reminded the Authority that this was the preliminary budget and the final budget would return for approval in May 2025. He mentioned that the budget includes a 5 percent pay increase for staff. Treasurer Rogers added that the total net income at the bottom of the budget included the net present value of the projected

new lease that would be accomplished next fiscal year. He added that on a cash basis, the budget projected that the Airport would spend approximately \$200,000 of its own money to complete the pavement maintenance projects. Treasurer Rogers and Mr. Jenkins responded to clarifying questions.

(5:44:01) – MOTION: Vice Chair Norvell moved to approve the FY 25/26 Preliminary Budget and direct staff to submit to the Nevada Department of Taxation. Member Hutter seconded the motion. The motion carried 6-0-0.

RESULT:	APPROVED (6-0-0)
MOVER:	Norvell
SECONDER:	Hutter
AYES:	Puliz, Norvell, Rogers, Flint, Horton, Hutter
NAYS:	None
ABSTENTIONS	None
ABSENT:	Golden

I. AIRPORT MANAGER’S REPORT

(5:44:37) – Chair Puliz introduced the item. Mr. Jenkins referenced the Airport Manager’s Report, which is incorporated into the record. He mentioned that he was appointed as interim secretary for the Nevada Association Aviation (NVAA) and vice chair of the Nevada Technical Advisory Committee (NTAC). Mr. Jenkins noted potential development proposals in the east of Bravo and Triangle area.

(5:50:46) – In response to Treasurer Rogers’ question, Mr. Jenkins provided an update on the bidding process for the parcel on College Parkway, noting that it had been posted and was expected to receive bids by April 10, 2025. Mr. Jenkins responded to clarifying questions regarding security cameras.

J. LEGAL COUNSEL’S REPORT

(5:52:47) – Chairperson Puliz introduced the item, noting that Mr. Tackes was not present to provide the report.

K. TREASURER’S REPORT

(5:52:48) – Chairperson Puliz introduced the item. Treasurer Rogers referenced the Treasurer’s Report, which is incorporated into the record, noting that the Airport was on track with its budget.

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

(5:53:10) – Chair Puliz entertained Member reports and announcements; however, none were forthcoming.

M. PUBLIC COMMENT

(5:53:23) – Chairperson Puliz entertained public comments; however, none were forthcoming.

N. AGENDA ITEMS FOR NEXT REGULAR MEETING

None.

O. ACTION ON ADJOURNMENT

(5:53:43) – MOTION: Chairperson Puliz adjourned the meeting at 5:53 p.m.

The Minutes of the March 19, 2025 Carson City Airport Authority meeting are so approved on this 16th day of April 2025.



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: April 14, 2025
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

Wood Rodgers is worked with the Airport Manager with preparation of the 2026-2030 ACIP which was reviewed with the FAA Airport District Office. No substantial changes were made from previous versions.

2.0. RSA Drainage & Improvements Project

This project is approved and ready to begin design pending issuance of the FAA Grant Funding.

3.0. Main Apron Rehabilitation Project

This project is approved and ready to begin design pending issuance of the FAA Grant Funding.

4.0. 2025 Pavement Preservation

Design has begun on this project and is anticipated to include crack sealing, seal coat, and restriping of portions of Taxiway A, B, C, & D in addition to Taxiway E & F. This project is anticipated for completion and advertising in similar timeline with the Main Apron Rehabilitation Project (see above). Final schedule pending issuance of Main Apron Grant funding.

5.0. DBE Program

Wood Rodgers prepared a DBE program in accordance with FAA guidance. The draft program is currently under Airport Manager review.



CCAA BOARD MEMO

Agenda Item: G-1

BOARD MEMO 2025-07

Meeting Date: April 16, 2025

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: Approval of Airport Lease Amendment for New Cingular Wireless PCS, LLC, to renew the lease for five additional five-year terms in line with the current lease.

Staff Summary: The proposed action is to approve a Fourth Amendment to the New Cingular Wireless PCS, LLC lease. This amendment will allow for five additional five-year terms with an annual 3% increase. It also includes a provision that the Tenant will maintain the airport beacon and associated equipment.

Agenda Action: Formal Action/Motion

Time Requested: 0 Minutes

Proposed Motion

I move to approve the amendment to the lease

CCAA'S Strategic Goal

Maintain airport revenues and financial stability

Previous Action and Executive Summary

September 6, 2021 (Item 11) – Carson City Board of Supervisors (CCBS) approved the original lease.

September 13, 2012 – First Amended was executed by Airport Manager.

February 15, 2024 (Item 9) – The CCBS approved the second lease amendment to change equipment on the tower

August 15, 2025 (Item 8) – The CCBS approved the third lease amendment for the installation of additional equipment.

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

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Market: San Francisco / Sacramento / Reno

Cell Site Number: CVL06276

Cell Site Name: Hot Springs (NV)

Fixed Asset Number: 10088507

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment"), entered into this ___ day of December 2024, between CARSON CITY AIRPORT AUTHORITY, a Quasi-municipal corporation ("Landlord"), whose address is 2600 College Parkway #6, Carson City, Nevada 89706, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, as amended by that First Amendment to Lease Agreement dated September 26, 2012, as amended by that Second Amendment to Lease Agreement dated February 15, 2024, and as further amended by that Third Amendment to Lease Agreement dated July 5, 2024, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, Nevada 89706 (collectively, the "Agreement");

WHEREAS, Landlord requests Tenant maintain the airport beacon mounted on the tower and associated equipment;

WHEREAS, the parties have agreed that commencing January 1, 2025, the rent will be \$1,578.87 per month. Rent will remain fixed until January 1, 2026. On this date, and on January 1st of every year thereafter, a 3% rent escalator will take effect until the termination or expiration of the Agreement. This current term of the Agreement will expire on December 31, 2024 and will automatically renew for five (5) additional five (5) year terms (each an "Extension Term" and collectively with the current term hereinafter referred to as the "Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof. NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Upon the receipt of a Notice (defined below), the Tenant will use reasonable efforts and diligence to repair (the "Repairs") the airport beacon and associated equipment (the "Beacon") mounted on the tower. Landlord agrees to provide written notice (each a "Notice") to Tenant of (i) any changes in FAA specifications regarding the requirements of the Beacon, and (ii) any outages or necessary repairs of the Beacon. If any Notice is of an emergency nature, Landlord may also contact Tenant by telephoning AT&T at the Mobility Network Reliability Center (MNRC) phone number posted on the signage at the Premises (the current phone number is: 1-800-638-2822, however, this number may be updated in the future per the aforementioned signage).
2. Landlord shall defend, indemnify, and hold harmless Tenant and its contractors from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Tenant's Repairs or any other obligations related to the Beacon, unless such injury or damage shall have been occasioned by the sole negligence of the Tenant.
3. Commencing on January 1, 2025, the rent ("Rent") will be \$1,578.87 per month.
4. Rent will remain fixed until January 1, 2026.
5. On January 1, 2026, and on January 1st of every year thereafter, a 3% escalator will take effect and be set into place until the termination or expiration of the Agreement.
6. The current term of the Agreement will expire on December 31, 2024 and will automatically renew for five (5) additional five (5) year terms (each an "Extension Term", and collectively the "Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Extension Term then in effect.
7. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL06276; Cell Site Name: Hot Springs (NV)
Fixed Asset #: 10088507
208 Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at cjenkins@flycarsoncity.com; and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Carson City Airport Authority
2600 East Graves Lane #6
Carson City, NV 89706

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at:

Carson City Airport Authority
2600 East Graves Lane #6
Carson City, NV 89706

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be effective as of the last date written below.

TENANT:

New Cingular Wireless PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

LANDLORD:

CARSON CITY AIRPORT AUTHORITY,
A Quasi-municipal corporation, the manager
for Carson City
A consolidated municipality

Print Name: _____
Its: _____
Date: _____

Print Name: _____
Its: _____
Date: _____

CARSON CITY

Approved by the Board of Supervisors this ____ day of _____, 202__.

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.

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



Notary Public in and for the State of

My appointment expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF NEVADA)

: ss

CARSON CITY)

On this ____ day of _____, 202_, before me, the undersigned, a Notary Public, personally appeared _____, _____ of _____, known (or proved) to me to be the person described herein, who executed the foregoing instrument, and acknowledged to me, that he/she 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)

65518720 v2-WorkSiteUS-024519/1898

Cell Site Number: Hot Springs (N-062)
Address: 2600 E. Graves Lane #6
Carson City, Nevada 89706

CONFORMED COPY
HAS NOT BEEN COMPARED
TO THE ORIGINAL

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by **Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the laws of the State of Nevada, with a Tax ID# of 88-004-1996, having its principal office at 2600 E. Graves Lane #6, Carson City, Nevada 89706 (hereinafter referred to as "Landlord")** **RENO CELLULAR TELEPHONE COMPANY, a District of Columbia partnership, by AT&T Wireless Services of Nevada, Inc., a Nevada Corporation, its General Partner, d/b/a AT&T Wireless, having an office at office 2520 S. Virginia, Suite 200, Reno, NV 89502 (hereinafter referred to as "Tenant")**.

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 2600 E. Graves Lane #6, Carson City, Nevada 89706, identified as Assessors Parcel Number 08-133-07 and located in the Carson City, Carson County, State of Nevada (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. This Agreement replaces the Site Lease Agreement dated September 5, 1996.

The parties agree as follows:

1. **OPTION TO LEASE.** (a) Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately 40' x 60' or 2400 square feet as described on attached **Exhibit 1** (collectively the "Premises"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000) upon execution of this Agreement. The Option will be for an initial term of one

12/11/98
Option Land

(1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions.

2. PERMITTED USE. (a) Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication fixtures and related equipment, a monopole, cables, accessories and improvements (collectively, the "Communication Facility"); including a non-exclusive right to use the existing airport beacon tower as described in paragraph 2(b), along with any number of associated antennas, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that **Exhibit 1** shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises. Tenant shall be responsible for all costs associated with the facility including but not limited to construction and maintenance.

(b) Tenant has a non-exclusive right to use the existing airport beacon tower if: (i) the tower is tall enough (ii) has the structural integrity needed to include Tenant's use (iii) and Tenant's use does not obstruct the beacon from aircraft. In the event the beacon tower is not tall enough or strong enough, Tenant may at Tenants expense replace the tower and reinstall the airports beacon and associated equipment. If the tower is replaced, the Landlord shall maintain ownership of the new tower. If a new monopole is installed by Tenant, the Landlord shall gain ownership of the new monopole upon installation. The maximum height of the tower shall be as mutually agreed by the parties and in no case taller than allowed by the FAA.

(c) Tenant will operate Tenant facilities according to all FCC and FAA rules and regulations and will be transmitting between 869 – 891.5 MHz, Receiving between 824 – 846.5 MHz with a typical power output between 25 – 40 watts per channel with a maximum of 100 watts per channel. Tenant also transmits and receives signals in the 1900 MHz range and will notify Landlord of the exact frequencies to be used at this facility 45 days prior to Tenants use of these frequencies.

3. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such

alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

4. TERM. (a) In the event Tenant exercises the Option, the initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term. ("Term").

5. RENT. (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Eight Hundred and no/100 dollars (\$800.00), plus any applicable tax, to Landlord, at the address set forth above and marked **Att: Airport Manager**, on or before the 5th day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month. Beginning with year two (2) of the initial term, and each year thereafter, including throughout any option terms exercised, the monthly rent will be increased by three percent (3%) over the previous year's rent.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days prior written notice, if Tenant determines in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

(d) by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

7. INSURANCE.

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord, (both the **City of Carson City** and **Carson City Airport Authority** separately), as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

8. INTERFERENCE.

(a) Where there are prior radio frequency user(s) on the Landlord's property, the Landlord will reasonably assist Tenant in obtaining a list of all prior radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing prior radio frequency user(s) on the Premises as long as the prior radio frequency user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations. In the event Tenant causes interference to Landlord or other preexisting radio frequency users, Tenant shall cause such interference to cease upon not more than twenty-four (24) hour notice from Landlord or other preexisting user. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Landlord will suffer irreparable injury, and therefore, Landlord will have the right, in addition to any other rights that it may have at law or in equity, for Tenant's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Tenant.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant prior to granting any third party the right to install and operate communications equipment on the Property so that Tenant can evaluate and notify Landlord of any potential interference. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord;

11. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air,

refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) no asbestos, Polychlorinated Biphenyls or other Hazardous Substance or underground or above ground storage tanks exist or have existed or will exist on the Property. Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert witness fees, related to Landlord's breach of any of the above representations and warranties.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are directly caused by Tenant's use of the Premises.

(c) The indemnification's of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. Landlord will be permitted access to the Tenant's Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit 1, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected

or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities. Notwithstanding the above, the new monopole or the light beacon/tower shall always remain the property of the Landlord - even if replaced by Tenant according to the provisions in paragraph 2.

14. MAINTENANCE ; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

16. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign this Agreement, in whole or in part, without any approval or consent of the Landlord, to an entity controlling, controlled by, or under common control with Tenant, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Further, the Tenant will have the right to sell, assign, or transfer this Agreement upon approval or consent of the Landlord to an entity with which Tenant has a contract to build sites. Tenant has the right to sublet the Premises, upon Landlord's consent or approval so long as the subtenant agrees to abide by the terms and conditions of this Agreement.

17. NOTICES All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

Tenant: Real Estate Market Manger
AT&T Wireless Services, Inc.
3763 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89109
Telephone: (702) 734-1010
Facsimile: (702) 892-1091

Landlord: Airport Manager
2600 E. Graves Lane #6
Carson City, Nevada 89706
Telephone: (775) 887-1234
Facsimile: (775) 887-1235

With a copy to:

Property Specialist
AT&T Wireless Services, Inc.
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Telephone: (888) 382-9415
Facsimile: (916) 843-8547

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

23. WAIVER OF LANDLORD'S LIENS. Tenant hereby acknowledges that Landlord is a governmental agency and thus cannot and does not by this agreement, waive any lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, except the tower itself.

24. MISCELLANEOUS. (a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement or to enforce any of the obligations set forth herein, the prevailing party shall be entitled to recover such sums as the court may judge reasonable as attorneys' and expert witness' fees, including such fees on any appeal.

(i) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

DATE: 9/6/01

WITNESSES:

"LANDLORD"

Carson City Airport Authority,
a Quasi-municipal corporation,
the manager for,
Carson City,
a consolidated municipality,
existing under the laws of the State of Nevada

"TENANT"

RENO CELLULAR TELEPHONE COMPANY,
a District of Columbia partnership,
By: AT&T Wireless Services of Nevada, Inc.,
a Nevada Corporation,
Its: General Partner
d/b/a AT&T Wireless,

12/11/98
Option Land

By: 
David Corrao

Its: Chairman

By: 
Beth Davison

Its: System Development Manager, Arizona/Nevada


CARSON CITY

Approved by the Board of Supervisors this 6th of Sept, 2001


RAY MASAYKO, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.


ALAN GLOVER, Clerk/Recorder


DISTRICT ATTORNEY for "MF"

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On MARCH 29, 2001, before me, a Notary Public for the State of Nevada, personally appeared BETH DAVISON, known to me to be the authorized officer of the Tenant for the above instrument, and to be the person whose name is subscribed to the instrument, and she acknowledged that she executed the same, and had authority to so execute on behalf of the Tenant.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC
SEAL

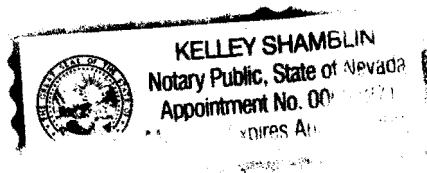


EXHIBIT 1

**Legal Description of Leased Premises
Description of Facilities- Initial Installation**

AS DEPICTED IN THE ATTACHED SITE SKETCH, THAT PORTION OF:

See attached: **Site Sketch**

[Site Sketch To be replaced by approved drawings upon completion of survey]

INITIALS

Tenant:

Landlord:



EXHIBIT 1

**Legal Description of Leased Premises
Description of Facilities- Initial Installation**

AS DEPICTED IN THE ATTACHED SITE SKETCH, THAT PORTION OF:

See attached: **Site Sketch**

[Site Sketch To be replaced by approved drawings upon completion of survey]

INITIALS

Tenant:

Landlord: *BA*

12/11/98
Option Land

EXHIBIT 1



**HOT SPRINGS N062
LEASE AREA**

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4;
THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-
OF-WAY OF GRAVES LANE;
THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE;
THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING;
THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

1. N00°32'06"W, 60.00 FEET;
2. N89°27'54"E, 40.00 FEET;
3. S00°32'06"E, 60.00 FEET;
4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.



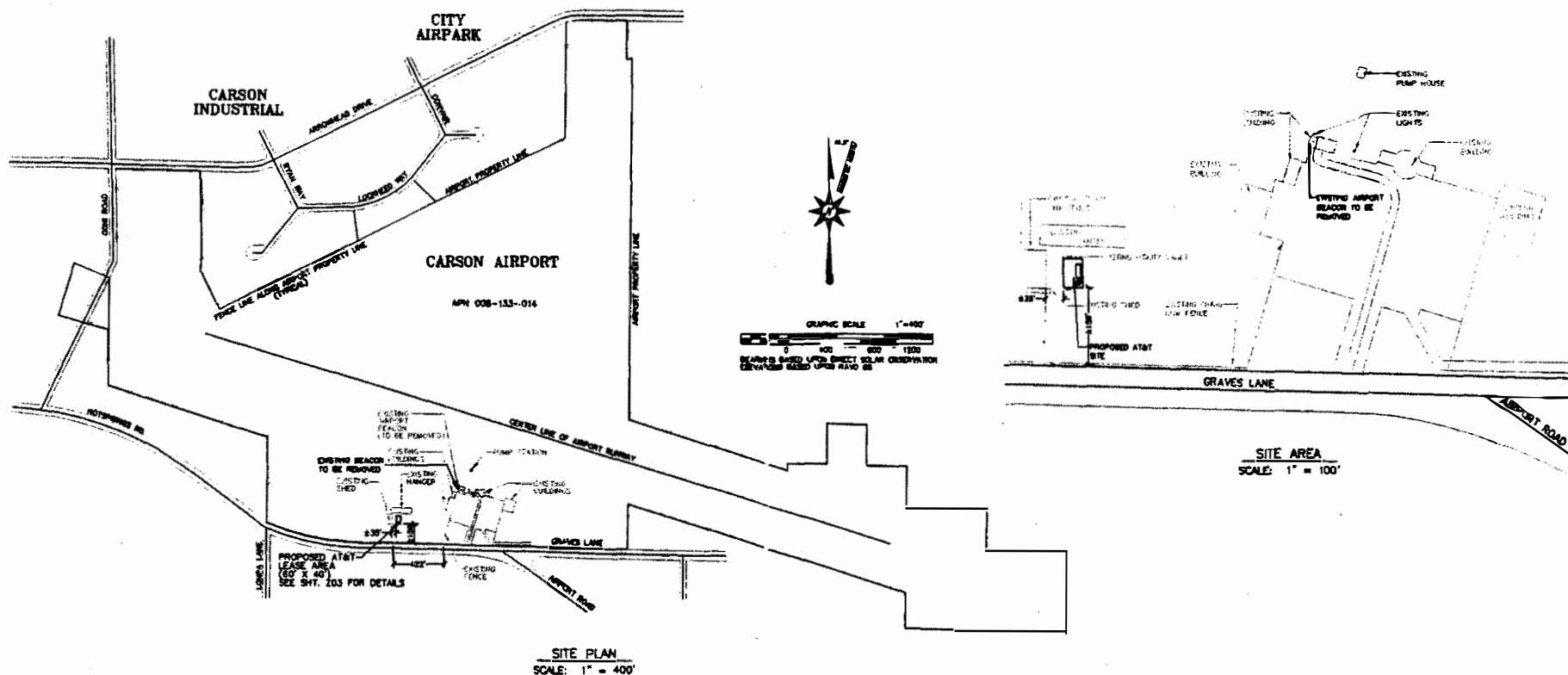
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DESCRIPTION OF LEASE AREA

A PORTION OF PARCEL 008-133-014, DESCRIBED AS FOLLOWS: THE NORTH ONE HALF (1/2) OF THE SOUTH EAST ONE QUARTER (1/4) OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 20 EAST, S.40.00N. TOGETHER WITH A 1640 FOOT WIDE ACCESS FROM THE SOUTH LINE OF THE ABOVE DESCRIBED LEASE AREA TO THE NORTH LINE OF GRAVES LANE, AS SHOWN HEREON, TOGETHER WITH AN UNDEVELOPED UTILITY EASEMENT FROM THE ABOVE DESCRIBED LEASE AREA TO EXISTING UTILITIES.

LEGEND

- x — x — PROPOSED FENCE
- y — y — EXISTING FENCE
- — — CENTER LINE
- — — PROPERTY LINE
- — — EDGE OF ROADS



SITE AREA
SCALE: 1" = 100'

SPECTRUM
SURVEYING & ENGINEERING

7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-6733

NOTES
NOTE NO. 0002
2000 E. GRAVES LANE #8
CARSON CITY, NV 89706

NO.	DATE	REVISION	BY	CHK
1	05/21/91	DESIGN CORRECTION	AM	CR
2	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
3	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
4	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
5	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
6	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
7	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
8	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
9	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR
10	06/11/91	REVISION FOR REVIEW AND COMMENT	AM	CR

SITE PLAN

24445-7LV-94082-202

FILED FOR RECORD
AT THE REQUEST OF

VI 87-7 P238

FILE NO. 266461
ALAN GLOVER
CARSON - I - C - DER
FEE

Market: San Francisco / Sacramento
Cell Site Number: CVL06276/CN116276
Cell Site Name: Hot Springs (CA)
Fixed Asset Number: 10088507

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below ("**Effective Date**"), is by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Reno Cellular Telephone Company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV 89706 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agrees to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this First Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this First Amendment, Tenant will notify Landlord 45 days prior to use of those frequencies.

2. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Landlord: Airport Manager
2600 College Parkway, # 6
Carson City, Nevada 89706
Telephone : (775) 841-2255
Facsimile : (775) 841-2254

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL06276/CNU6276
Cell Site Name: HOT SPRINGS (CA)
Fixed Asset No: 10088507
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to AT&T Legal Department:

If sent via registered or certified mail to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CVL06276/CNU6276
Cell Site Name: HOT SPRINGS (CA)
Fixed Asset No: 10088507
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CVL06276/CNU6276
Cell Site Name: HOT SPRINGS (CA)
Fixed Asset No: 10088507
16331 NE 72nd Way
Redmond, WA 98052-7827

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.


4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

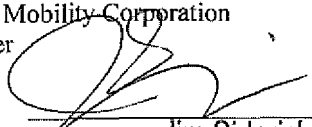
"Landlord"

Carson City Airport Authority
a Quasi-municipal corporation,
the manager for Carson City
a consolidated municipality

By: 
Print Name: Jim Rowe
Its: Airport Manager
Date: 9/13/2012

"Tenant"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: 
Print Name: Jim Sidorick
Senior Manager
Its: Real Estate & Construction
Date: 9/20/12

LANDLORD ACKNOWLEDGMENT

State of Nevada

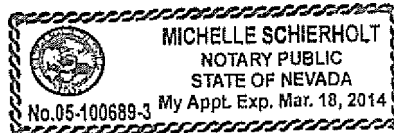
County of Clark Carson City

On Sept. 13, 2012 before me, Michelle Schierholt, Notary
(insert name and title of the officer)

personally appeared Tim Rowe, Airport Manager
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Schierholt (Seal)

TENANT ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

see attached

Signature _____ (Seal)

STATE OF CALIFORNIA

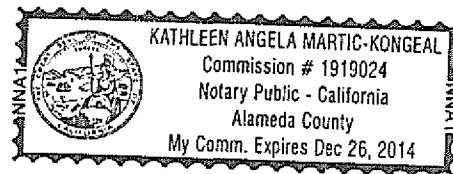
COUNTY OF ALAMEDA

On Sept 26 2012 before me, Kathleen Angela Martic-Kongea a Notary Public, personally appeared Jim Sidorick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kathleen Angela Martic-Kongea
Printed Name: Kathleen Angela Martic-Kongea
My Commission Expires Dec 26, 2014



CNCNU6276
FA# 10088507
Hot Springs

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

This First Amendment to Lease Agreement dated _____, 2012, by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4;
THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-
OF-WAY OF GRAVES LANE;
THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE;
THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING;
THENCE ALONG THE FOLLOWING FOUR (4) COURSES:**

- 1. N00°32'06"W, 60.00 FEET;**
- 2. N89°27'54"E, 40.00 FEET;**
- 3. S00°32'06"E, 60.00 FEET;**
- 4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.**

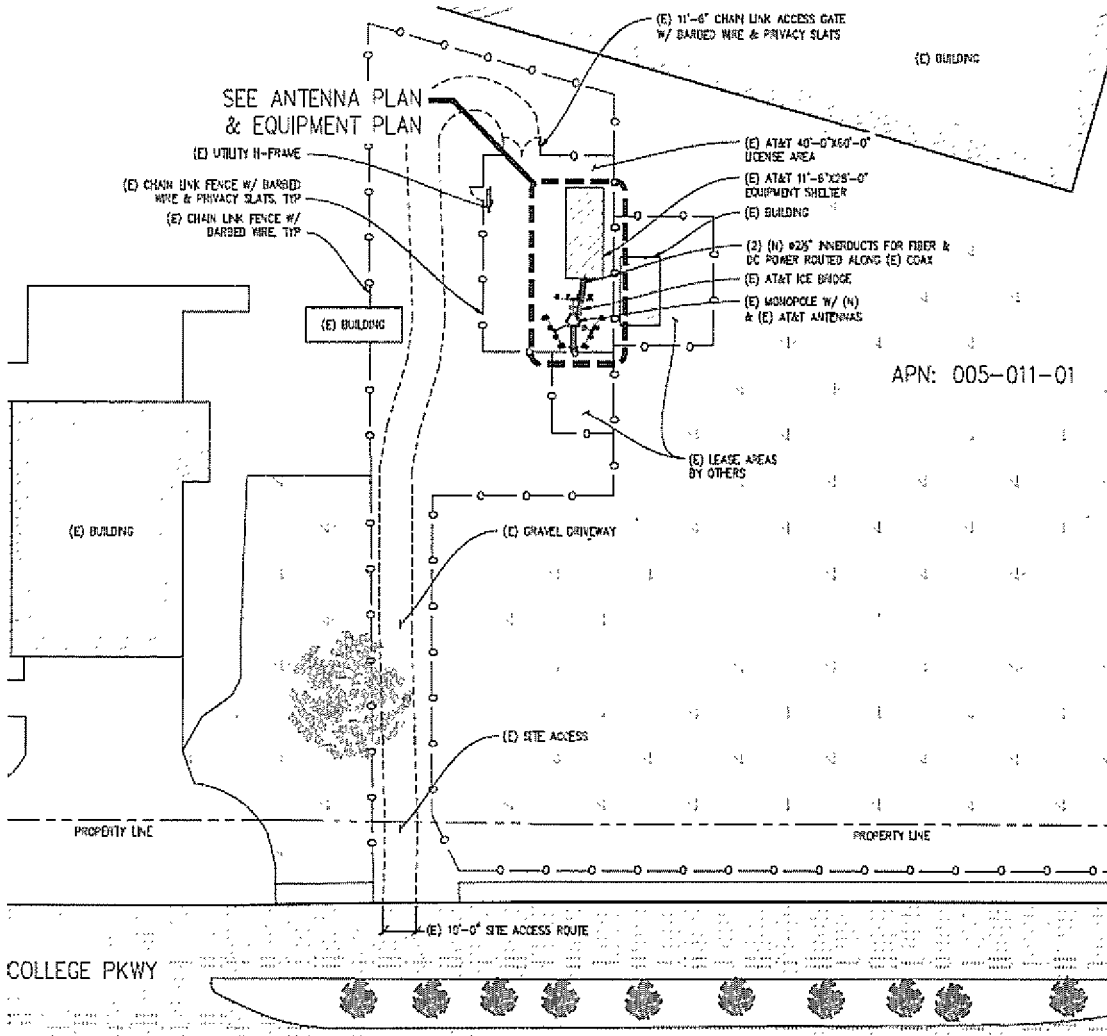
BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

Lease Area Sketch or Survey:



SITE PLAN

1"=20'-0"

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 2

Site Number: CVL06276/CNU6276

Site Name: Hot Springs

Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant operates on the following transmit and receive frequencies:

GSM / Cellular A Extended:

824-835, 845-846.5 MHz and 869-880, 890-891.5 MHz

UMTS:

PCS A5 - 1860 MHz to 1865 MHz and 1940 MHz to 1945 MHz

PCS D - 1865 MHz to 1870 MHz and 1945 MHz to 1950 MHz

PCS B3 - 1870 MHz to 1875 MHz and 1950 MHz to 1955 MHz

PCS B4 - 1875 MHz to 1880 MHz and 1955 MHz to 1960 MHz

Tenant plans to operate on additional new frequencies as listed below:

LTE:

Lower B Band 700 (704 MHz to 710 MHz and 734 MHz to 740 MHz)

Lower C Band 700 (710 MHz to 716 MHz and 740 MHz to 746 MHz)

AWS E Band (1740 MHz to 1745 MHz and 2140 MHz to 2145 MHz)

Market: Northern California
Cell Site Number: CVL06276
Cell Site Name: Hot Springs (CA)
Fixed Asset Number: 10088507

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between Carson City Airport Authority, a Quasi-municipal corporation, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

WHEREAS, Landlord and Tenant entered into Option and Lease Agreement dated September 6, 2001, as amended by the First Amendment to Lease Agreement dated September 26, 2012, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV 89706 (collectively, the "Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage;

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:


1. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agree to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this Second Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this Second Amendment, Tenant will notify Landlord 45 days prior to the use of those frequencies.

2. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD: Airport Manager
Attn. Corey Jenkins
2600 College Parkway #6
Carson City, NV 89706
cjenkins@flycarsoncity.com
775-842-2255

If to TENANT: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # CVL06276
Cell Site Name: Hot Springs (CA)
Fixed Asset #: 10088507
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319


TIM PULEZ
CHAIR CARSON CITY
AIRPORT AUTHORITY

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # CVL06276
Cell Site Name: Hot Springs (CA)
Fixed Asset #: 10088507
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

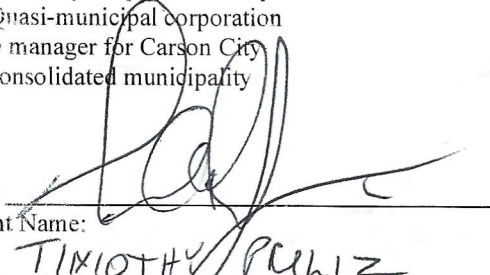
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of the last date written below.

LANDLORD:

Carson City Airport Authority
A Quasi-municipal corporation
The manager for Carson City
A consolidated municipality

By: 
Print Name: _____
Its: TIMOTHY PERILLO
Date: CCAA CHAIRMAN
01/19/2024

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

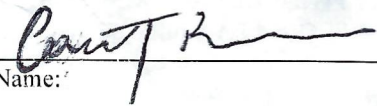
By: 
Print Name: _____
Its: _____
Date: Courtney Perillo
Director
Construction & Engineering
January 9, 2024

EXHIBIT 2

Site Number: CVL06276 / CNU6276

Site Name: Hot Springs

Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant operates on the following transmit and receive frequencies:

LTE 1900-1945-1965 Mhz and 1865-1885 Mhz

LTE 700- 740-746 Mhz and 710-716 Mhz

LTE WCS- 2350-2360 Mhz and 2305-2315 Mhz

LTE AWS-2110-2140, 2160-2170 Mhz and 1730-1740 Mhz and 1760-1770 Mhz

Tenant plans to operate the following additional frequencies as listed below:

5G CBAND- 3840-3920 Mhz

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus hereby approves and acknowledges the Amendment, and the right and authority of the Authority to agree to the Amendment.

Approved by the Board of Supervisors this 15th day of February, 2024.


LORI BAGWELL, Mayor

ATTEST:


CLERK/RECORDER (or Deputy)

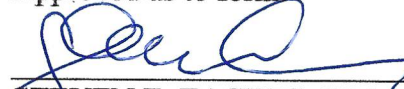
CITY'S LEGAL COUNSEL

Approved as to form.


DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL

Approved as to form.


STEVEN E. TACKES, ESQ.

Market: San Francisco / Sacramento / Reno
Cell Site Number: CVL06276
Cell Site Name: Hot Springs (NV)
Fixed Asset Number: 10088507

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below, is by and between Carson City Airport Authority, a Quasi-municipal corporation, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, as amended by that First Amendment To Lease Agreement dated September 26, 2012, and as amended by that Second Amendment To Lease Agreement dated February 15, 2024, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, Nevada 89706 (collectively, the "**Agreement**"); and

WHEREAS, Tenant desires to exercise it's rights in the permitted use section of the Agreement by constructing, installing, operating, maintaining, protecting and securing an additional microwave antenna with related equipment on the existing airport beacon tower, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Permitted Use (Section 2a): Landlord agrees to allow Tenant to construct, install, operate, maintain, protect and secure an additional microwave antenna with related equipment on the existing airport beacon tower as described on attached Exhibit 1-A. Landlord's execution of this Third Amendment will signify Landlord's approval of Exhibit 1-A which will supplement Exhibit 1 to the Agreement.

2. Modification of Permitted Use (Section 2c): Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies in the Agreement, Landlord agrees to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this Third Amendment. In case of any modification to the range of frequencies listed on

Exhibit 2 to this Third Amendment, Tenant will notify Landlord 45 days prior to the use of those frequencies.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be effective as of the last date written below.

LANDLORD:

Carson City Airport Authority
a Quasi-municipal corporation,
the manager for Carson City
A consolidated municipality

By: 

Print Name: TIMOTHY A. PURIZ

Its: CHAIRMAN

Date: 07/05/2024

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: KEVIN REASON

Its: Principal Project Manager

Date: 6/26/2024

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus hereby approves and acknowledges the Amendment, and the right and authority of the Authority to agree to the Amendment.

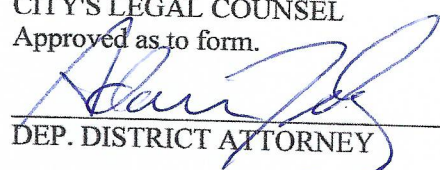
Approved by the Board of Supervisors this 15th day of August, 2024.


LORI BAGWELL, Mayor

ATTEST:


CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL
Approved as to form.


DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form.


STEVEN E. TACKES, ESQ.

EXHIBIT 1-A

DESCRIPTION OF PREMISES

Page 1 of 8

to the Third Amendment To Lease Agreement dated _____, 2024, by and between Carson City Airport Authority, a Quasi-municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4;
THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-
OF-WAY OF GRAVES LANE;
THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE;
THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING;
THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

1. N00°32'06"W, 60.00 FEET;
2. N89°27'54"E, 40.00 FEET;
3. S00°32'06"E, 60.00 FEET;
4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.

See attached seven (7) pages of project drawings dated June 23, 2023, depicting the new microwave antenna with related equipment to be installed on the airport beacon tower.

EXHIBIT 2

Site Number: CVL06276 / CNU6276

Site Name: Hot Springs

Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant currently operates on the following transmit and receive frequencies:

LTE 1900-1945-1965 MHz and 1865-1885 MHz

LTE 700-740-746 MHz and 710-716 MHz

LTE WCS 2350-2360 MHz and 2305-2315 MHz

LTE AWS 2110-2140, 2160-2170 MHz and 1730-1740 MHz and 1760-1770 MHz

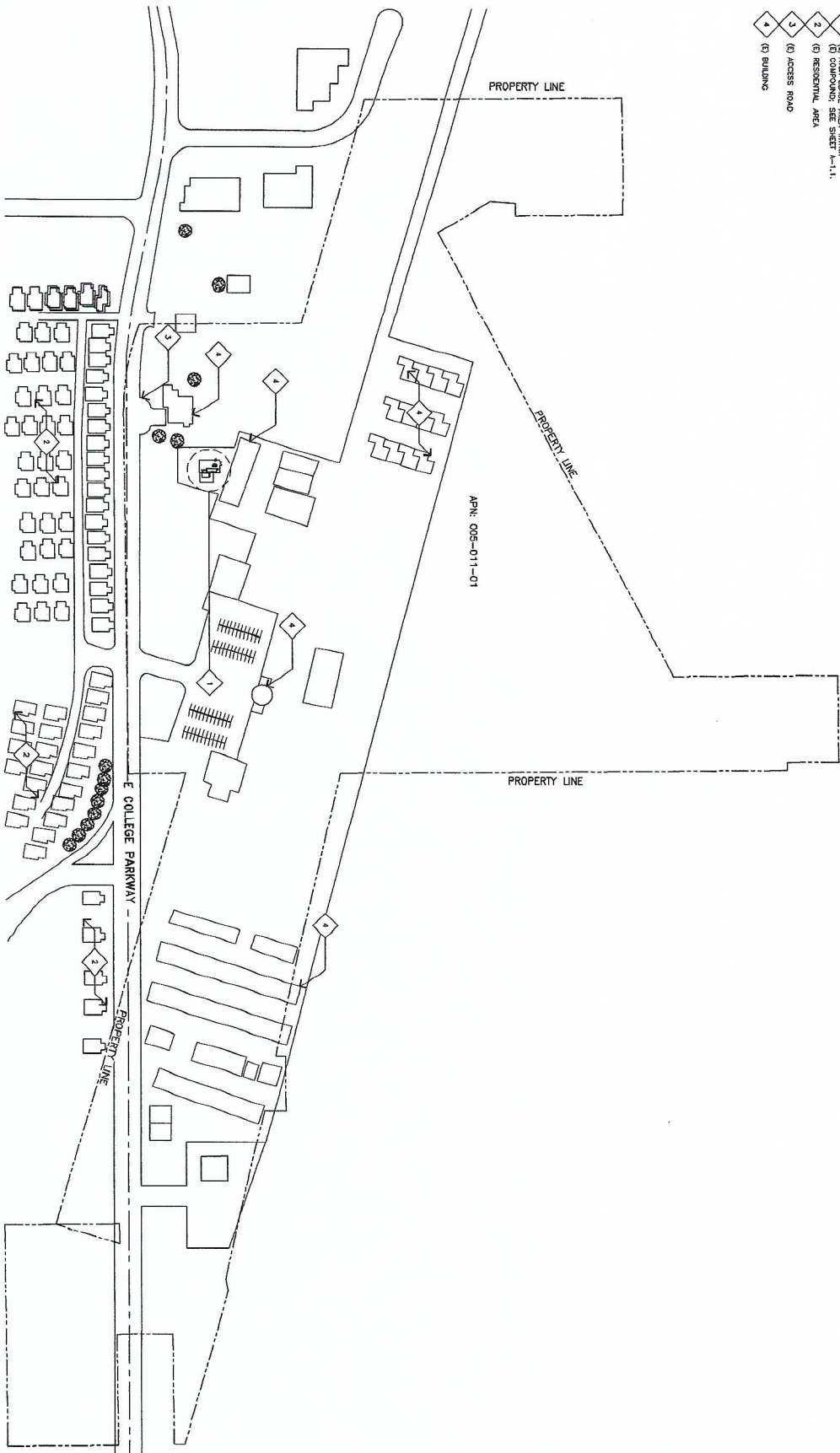
Tenant plans to operate the following additional frequencies listed below pursuant to the Second Amendment To Lease Agreement:

5G CBAND – 3840-3920 MHz

Tenant plans to operate the following additional frequencies listed below pursuant to the Third Amendment To Lease Agreement:

25,155 MHz and 24,975 MHz frequencies for transmitting and receiving purposes.

1	(F) AT&T LEASE AREA WITHIN (F) COMPOUND, SEE SHEET A-1.1.
2	(F) RESIDENTIAL AREA
3	(F) ACCESS ROAD
4	(F) BUILDING



1X17 SCALE: 1" = 300'
24X36 SCALE: 1" = 150'

MasTec
Network Solutions
3350 E. BIRCH ST., SUITE 101
BREA, CALIFORNIA 92621

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO A T&E WHEREAS IS STRICTLY PROHIBITED.



PREPARED FOR



APPROVALS

CHAMBER, ARIJAH	02/23/75
BORG, DGS	DATE
CHAMBER, ARIJAH	03/21/75
TOOT, CDS	DATE
CHAMBER, ARIJAH	06/23/75
TOOT, CDS WITH STRUCTURALS	DATE
LUKE, QUASS	03/19/75
CONSTRUCTION	DATE
FRANK, SCHAERMAN	03/17/75
SITE ACQUISITION	DATE

PROJECT NAME
MICROWAVE UPGRADE

SITE NAME
HOT SPRINGS

FA NUMBER
10088507

2600 EAST COLLEGE PARKWAY #6
CARSON CITY, NEVADA 89706

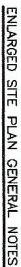
DRAWING DATES	
02/13/23	90% CD REVIEW (P1-B1)
03/11/23	100% FINAL CDS (P1-B2)
06/13/23	STRUCTURALS (P1-B3)

SHEET TITLE

SITE PLAN

A-1

1	(N) A1K1 3-6° MONOPOLE ANTENNA MOUNTED TO (3) MONOPOLE TOWER. SEE DETAIL 2/4-3.
2	(3) MONOPOLE TOWER.
3	(1) A1K1 ICE BROOD.
4	(1) A1K1 EQUIPMENT SHELTER. SEE DETAIL 1/4-1.
5	(1) OTHER CARRIER EQUIPMENT SHELTER.



- ENLARGED SITE PLAN

1	(3) AIR EQUIPMENT SHELTER.
2	(3) EXTERIOR MOUNTED HANG UNITS.
3	(3) AIR EXHAUST PORT.
3A	(3) AIR EXHAUST DUCTS BUS BAR (W/2).
4	(3) AIR EXHAUST EQUIPMENT CABINET.
5	(3) AIR EXHAUST POWER PLANT.
5A	(3) AIR EXHAUST BATTERY ROOM.
6	(3) AIR DUCT.
7	(3) AIR ELECTRICAL PANEL.
7A	(3) AIR TIE-IN BACKWARD.

- EQUIPMENT PLAN

PROPRIETARY INFORMATION



GALATEL ACQUILAR	02/23/21
BOT CDS	DATE
GALATEL ACQUILAR	03/21/21
100% CDS	DATE
GALATEL ACQUILAR	06/23/21
100% CDS WITH STRUCTURALS	DATE
LIVE CLASS	03/19/21
CONSTRUCTION	DATE
FRANK SCHWABMAN	03/11/21
SITE ACQUISITION	DATE

HOT SPRINGS

10088507

2600 EAST COLLEGE PARKWAY
CARSON CITY, NEVADA 89706

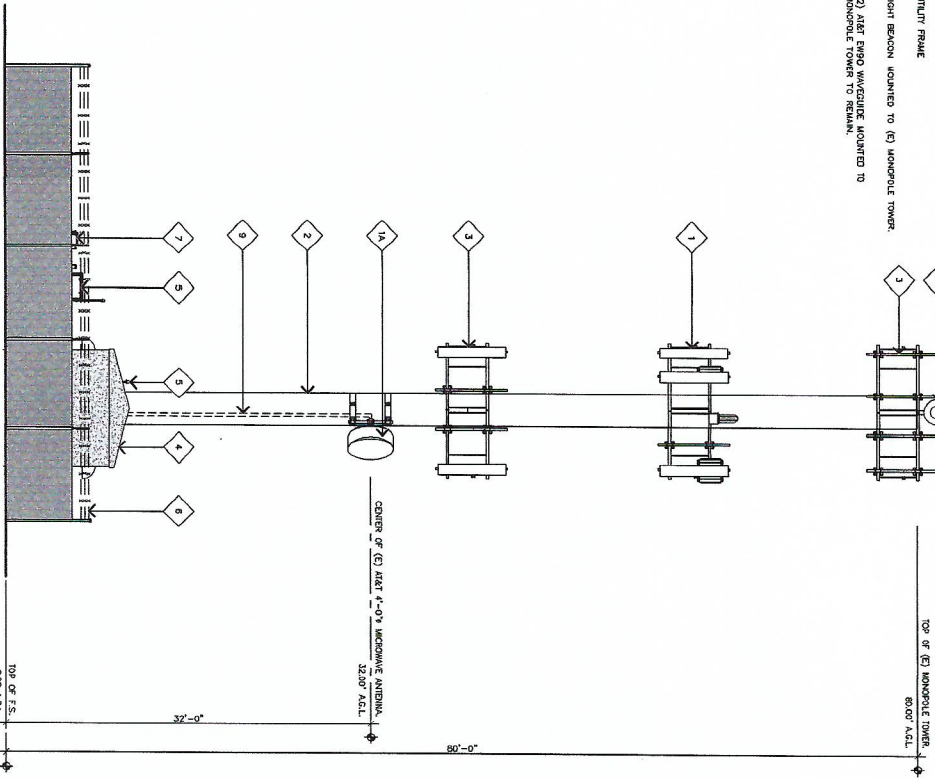
SHEET TWO

ENLARGED SITE AND
EQUIPMENT PLAN

A-1.1

EXISTING ELEVATION KEYNOTES

- 1 (E) AT&T ANTENNAS MOUNTED TO (E) MONOPOLE TOWER.
- 1A (E) AT&T 4'-0" MICROWAVE ANTENNA MOUNTED TO (E) MONOPOLE TOWER TO MOCELLULAR PEAK.
- 2 (E) MONOPOLE TOWER.
- 3 (E) OTHER CARRIER ANTENNAS MOUNTED TO (E) MONOPOLE TOWER.
- 4 (E) AT&T EQUIPMENT SHELTER.
- 5 (E) GENERATOR.
- 6 (E) CHAIN-LINK FENCE ENCLOSURE.
- 7 (E) UTILITY FRAME.
- 8 (E) LIGHT BEACON MOUNTED TO (E) MONOPOLE TOWER.
- 9 (E) AT&T EMPLOYEE WAREHOUSE MOUNTED TO (E) MONOPOLE TOWER TO MOCELLULAR PEAK.



EXISTING NORTH ELEVATION

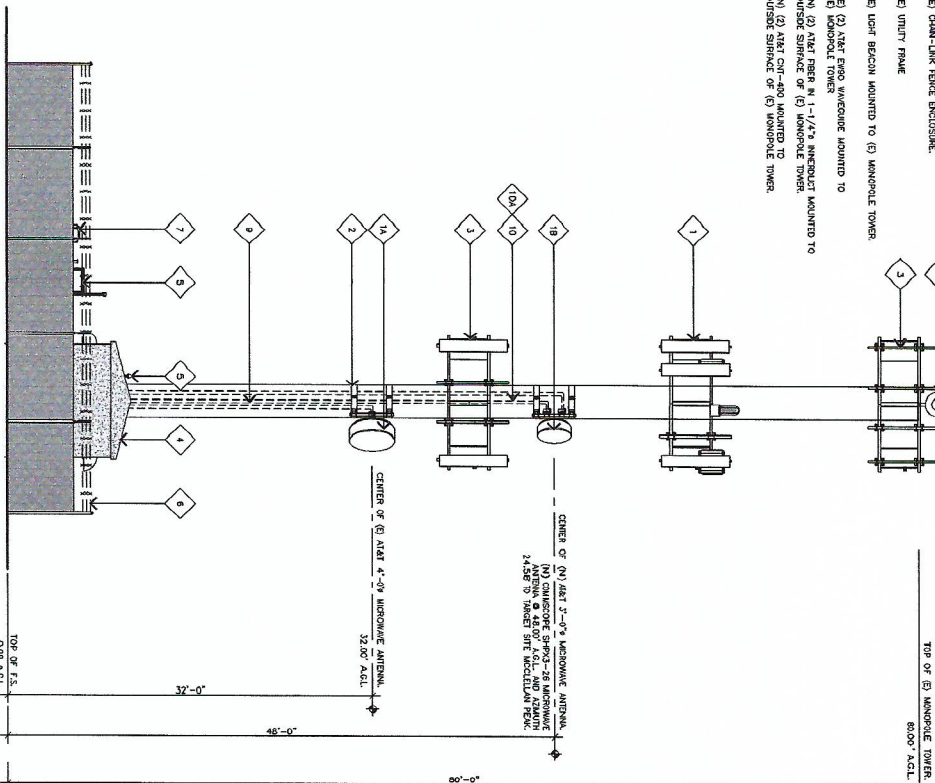
11X17 SCALE: 3/32" = 1'-0"
24X36 SCALE: 3/16" = 1'-0"

0' 3' 5' 11'

2

PROPOSED ELEVATION KEYNOTES

- 1 (E) AT&T ANTENNAS MOUNTED TO (E) MONOPOLE TOWER.
- 1A (E) AT&T 4'-0" MICROWAVE ANTENNA MOUNTED TO (E) MONOPOLE TOWER TO MOCELLULAR PEAK.
- 1B (N) AT&T 5'-0" MICROWAVE ANTENNA WITH (N) (2) COULS MOUNTED TO (E) MONOPOLE TOWER TO MOCELLULAR PEAK.
- 2 (E) MONOPOLE TOWER.
- 3 (E) OTHER CARRIER ANTENNAS MOUNTED TO (E) MONOPOLE TOWER.
- 4 (E) AT&T EQUIPMENT SHELTER.
- 5 (E) GENERATOR.
- 6 (E) CHAIN-LINK FENCE ENCLOSURE.
- 7 (E) UTILITY FRAME.
- 8 (E) LIGHT BEACON MOUNTED TO (E) MONOPOLE TOWER.
- 9 (E) AT&T EMPLOYEE WAREHOUSE MOUNTED TO (E) MONOPOLE TOWER.
- 10 (N) (2) AT&T FIBER N-1-1/4" INSULATOR MOUNTED TO OUTSIDE SURFACE OF (E) MONOPOLE TOWER.
- 10A (N) (2) AT&T CUT-AND MOUNTED TO OUTSIDE SURFACE OF (E) MONOPOLE TOWER.



PROPOSED NORTH ELEVATION

11X17 SCALE: 3/32" = 1'-0"
24X36 SCALE: 3/16" = 1'-0"

0' 3' 5' 11'

1

NOTE: NEW MICROWAVE ANTENNA, MOUNTING MECHANISMS, COULS, INSULATOR, COAX AND MOUNTING BANDS TO BE PAIRED TO MATCH EXISTING INTERMITTENT COLOR SCHEMES.

Mastec
Network Solutions
2500 SOUTH 111 AVENUE
MILWAUKEE, WI 53228
(414) 353-1111

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF MASTEC NETWORK SOLUTIONS AND IS NOT TO BE DISCLOSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF MASTEC NETWORK SOLUTIONS.



PREPARED FOR



APPROVALS

DESIGNED BY	02/22/23
CHECKED BY	DAE
DESIGNED BY	03/21/23
CHECKED BY	DAE
DESIGNED BY	03/22/23
CHECKED BY	DAE
DESIGNED BY	03/15/23
CHECKED BY	DAE
DESIGNED BY	03/11/23
CHECKED BY	DAE

PROJECT NAME

MICROWAVE UPGRADE

SITE NAME

HOT SPRINGS

FA NUMBER

10088507

2500 EAST COLLEGE PARKWAY #6

CANON CITY, MISSOURI 63008

DRAWING DATE

03/13/23

03/17/23

06/23/23

100K FINAL DWS (P1-82)

STRUCTURALS (P1-83)

EXISTING & PROPOSED ELEVATIONS

SHEET TITLE

A-2

JOB NUMBER: 29031

SHPX3-26/B



0.9m | 3 ft Sentinel™ High Performance Antenna, dual-polarized,
24,250 – 26,500 GHz

Product Classification

Product Type
Product Brand

Microwave antenna
Sentinel®

General Specifications

Antenna Type

SHPX - Sentinel® High Performance Antenna, dual-polarized

Polarization

Dual

Side Struts, Included
Side Struts, Optional

0
1

Dimensions

Diameter, nominal

0.9m | 3 ft

Mechanical Specifications

Compatible Mounting Pipe Diameter

90 mm - 120 mm | 3.5 in - 4.7 in

Fine Azimuth Adjustment Range

±15°

Fine Elevation Adjustment Range

±15°

Wind Speed, operational

180 km/h | 111.847 mph

Wind Speed, survival

250 km/h | 155.343 mph

Wind Forces at Wind Velocity Survival Rating

Axial Force (FA)

3353 N | 753.785 lbf

Angle α for MT Max

30°

Side Force (FS)

1680 N | 377.679 lbf

Twisting Moment (MT)

1665 N·m | 14,205.427 in·lb

Zcg without ice

310 mm | 12.205 in

Image 1 of 6

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COMMSCOPE®

ANTENNA SPECIFICATIONS

SCALE: NONE

2

ODU SPECIFICATIONS

SCALE: NONE

1

UBT-T

- Macro cell backhaul (access and hub)
- Split-mount or standalone configuration

Physical
250mm x 250mm x 107mm
(9.8 in. x 9.8 in. x 4.2 in.)

Interfaces
• 1 x DC port
• Three GE ports:
• 1 x 100/1000 Base T RJ45 PoE and
• 2 x 1/2.5/10 Gbit Optical SFP

• 1 x RJ45 port
• 100x 1000 Base T RJ45 used as default management port or as user port

Radio
• Dual carrier in one box
• wideband radio capability
• 6 to 42 GHz (E-UTRA)
• 2.5 GHz/s standard (1.3 GHz/s per carrier)
• Support for packet compression
• Channels: 2 x 7-120 MHz
• 4 QAM to 4096 QAM

Modulation
• 6.1 kg
• -48 V/-30V to -57V
• PoE
• 80 W (dual carrier 2 x 40)

Weight
Power

• 6.1 kg
• -48 V/-30V to -57V
• PoE
• 80 W (dual carrier 2 x 40)



UBT-T with integrated antenna



UBT-T standalone



UBT-T with AW and large band antenna

MasTec
Network Solutions
3800 SANCHEZ ST., SUITE 101
IRVINE, CALIFORNIA 92614

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DRAWING IS THE PROPERTY OF MAS-TEC
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RETRIEVAL SYSTEM, WITHOUT PERMISSION
IN WRITING FROM MAS-TEC CORPORATION.



STAMP



APPROVALS

DESIGNED BY	DATE
REVISED BY	DATE
CHECKED BY	DATE
INSTRUMENTED BY	DATE
TESTED BY	DATE
CONSTRUCTION	DATE
FINAL SCHEDULE	DATE
SITE ACQUISITION	DATE

PROJECT NAME
MICROWAVE UPGRADE

SITE NAME
HOT SPRINGS

PROJECT NUMBER
10086507

DESIGNED BY
2020 DATE
DESIGNED BY
2020 DATE

DRAWING NOTES
1. SEE DRAWING 10086507-01 FOR
2. SEE DRAWING 10086507-02 FOR
3. SEE DRAWING 10086507-03 FOR
4. SEE DRAWING 10086507-04 FOR

SHEET TITLE

A-4



CCAA BOARD MEMO

Agenda Item: H-1

BOARD MEMO 2025-08

Meeting Date: April 16, 2025

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: Consider bids received responsive to the resolution and notice of invitation to bid and award lease for the parcel located at the south side of the airport, being 2.48 acres bounded by College Parkway, the airport parking lot, and the existing lease to the west and north of the subject parcel. Lease award made pursuant to NRS 244.283 (S. Tackes, C. Jenkins).

Staff Summary: Per NRS 244.283, the required process for leasing airport land is via a public offering and sealed bid process upon adoption of a resolution by the Authority. At its public meeting on February 19, 2025, the Authority adopted a resolution that: (a) described the property proposed to be leased; (b) specified a minimum ground lease rate based on an appraisal, along with a model lease specifying the terms upon which it will be leased; and (c) set April 10 as a deadline for sealed bids and set April 16 for a public meeting of the board to be held, at which sealed proposals to lease will be received and considered. The Authority will review, discuss, and deliberate on the bids received, and if a satisfactory bid is accepted, the Authority will vote to award the lease to that bidder and forward the lease to the Board of Supervisors for their approval.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

Proposed Motion

I move we award the lease to _____, on the basis of the bid submitted and at the rate of _____ under the terms offered by the Authority, authorize and direct the chair to execute the lease, with the lessee signature, and authorize Staff to present the lease to the Carson City Board of Supervisors for their approval.

CCAA'S Strategic Goal

Maintain financial stability and support economic activity in the region.

Previous Action and Executive Summary

February 12, 2025 (Item H-1) – The Carson City Airport Authority approved the resolution and notice for bids.

Financial Information

Is there a fiscal impact?

☐ No ☒ Yes

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

General Fund/ Federal Share: \$69,000 per year

Is it currently budgeted?

It is included in the 2025-2026 tentative budget

Alternatives

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION AND NOTICE OF INVITATION TO BID CARSON CITY AIRPORT LEASES

The Carson City Airport Authority will receive sealed bids for the lease of airport property located on the south side of Airport being 2.48 acres bounded by College Parkway, the Airport parking lot and the existing leases to the west and north of the subject parcel, upon minimum terms and conditions as adopted by the Carson City Airport Authority on February 19, 2025. The minimum terms, conditions and specifications together with maps identifying the property available for lease are on file and available for inspection at the offices of the Carson City Airport Authority, Airport Manager, 2600 E. College Parkway, Terminal Building, Carson City, Nevada, or on the Authority's webpage www.flycarsoncity.com

Bidders may obtain copies of the documents from the Airport at no charge by downloading them from the Information page on the Authority's webpage.

The Airport Authority resolved its intention to invite bids to lease the following property:

- (a) Area offered for lease. That 2.48 acre lot located on the Airport property, bounded by College Parkway on the south, the Airport parking lot on the east, and the existing leases to the west and north, all as described in the survey document and legal description posted on the airport webpage, www.flycarsoncity.com.
- (b) The minimum rental and terms.
 - 1. Lease term to be 50 years, with an automatic CPI adjustment every 2 years.
 - 2. Minimum rental rate shall be \$0.64 per square foot per year, i.e. an amount per year calculated as \$0.64 times the area leased in square feet.
 - 3. Lease includes aircraft access to taxiway at no additional cost. Tenant is responsible for paving or other connector to the taxiway access and such included internal taxi-lanes as necessary for Tenant's building/hangar construction.
 - 4. Lessee must comply with all Airport rules, including those set forth in Carson City Municipal Code Title 19.
 - 5. A model lease is provided with the document package setting forth the terms.
 - 6. The proposed uses on the leased area are for FBO services, hangar construction and aircraft storage, as well as other uses proposed by the bidder which the Authority finds reasonable, compatible and otherwise permitted by Title 19.
 - 7. Bidders may propose a lease for less than the entire area. The successful bidder will be responsible for the expenses of recording a record of survey needed to re-parcel the area per requirements of the Carson City Assessor.
 - 8. The successful bidder must bring utilities to the lease site at the bidder's expense.
 - 9. The successful bidder must reimburse the Airport Authority for the proportional part of the appraisal costs.
 - 10. The Airport Authority may delay the award of bid until City approval is received for the pending lease amendment that provides airside access.

(c) Sealed bids must be received at the office of the Carson City Airport Authority by 5:00 p.m. April 10, 2025. The bidder must supply 10 copies of his/her bid. A special public meeting of the Carson City Airport Authority will be held at the Robert Crowell Board Room, Community Center, 851 E. William St, Carson City, Nevada at 5:30 pm on Wednesday April 16, 2025. Any interested person may appear at the meeting. At such time all sealed proposals will be opened and examined by the Authority, and at which time the Authority will select the winning bid. In the event that additional time is needed by the Airport Authority to review and select the winning bid, a special meeting will be scheduled within 21 days of bid opening per NRS 244.283. The Airport Authority will examine all bids from the standpoint of best airport land use, appearance, and integration into other airport operations and shall accept the highest bid which meets those and the other specified terms and conditions. Terms and conditions contained in bids which differ from the specified requirements, but are considered reasonable by the Carson City Airport, may be negotiated as a condition of award. Oral bids may be made at that time under the provisions of NRS 244.283. Persons who submit sealed bids shall be considered to have given notice that they may participate in oral bidding. Persons who do not submit sealed bids must notify the Airport Authority in writing at least 5 days prior to bid opening of their intent to participate in oral bidding. At the time of such bidding, said persons must identify how their bids comply with the minimum terms, along with the materials and information that would have been required in a bid submission.

Terms and conditions also include a requirement that the first year's minimum rent be paid in advance at the time of execution of the lease, and that said lease is conditioned upon approval by the Carson City Board of Supervisors as required by law.

Bids must be accompanied, at a minimum, by a statement setting forth the area to be leased, the bid amount (\$___ per sqft per year), building material and design specifications for the construction, an artist or architect sketch of the construction on site (general appearance and layout), a completed Lease Proposal Form, and a statement verifying that all terms and conditions set forth in the bid documents are accepted, or identifying alternative terms and conditions. All bids must remain available for acceptance for 60 days.

The Carson City Airport Authority reserves the right to reject any or all bids, or, accept reasonable modifications and limitations.

Carson City Airport Authority,
Tim Puliz, Chairman

APN _____

Lessee/ tax statements to:

NAME OF TENANT

--address---

--address---

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

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this ____ day of April, 2025, between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “City” or “Carson City” (property owner) and the Carson City Airport Authority, an Airport operator per NRS 844 hereinafter referred to as “Airport Authority” (and together with City, “Landlord”), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706 (email to: manager@flycarsoncity.com), and NAME OF TENANT (“Tenant”), whose address is _____ (email to: _____).

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter a lease as regards certain ground space for construction and operation of an FBO under 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 premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport (“Airport”); and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located on the Airport property, bounded by College Parkway on the south, the Airport parking lot on the east, and the existing leases to the west and north, all as described in the survey document and legal description on Exhibit A (“Legal Description”) to this lease, with the appurtenant rights included in Paragraph 8. The area is comprised of approximately 108,029 sq ft. of undeveloped property.

2. TERM. The term shall be fifty (50) years from the date of Board of Supervisors approval of this lease.

3. BASE RENT. Tenant shall pay to Landlord \$_____ per year (\$_____ per month); calculated as \$0.xx per square foot per year (upon lease approval; to be paid on the first of the month following Board of Supervisor approval of the lease). Rent shall be payable monthly with payments due on the first day of each month. Tenant shall be responsible for the maintenance of the paving of ramp areas within the leasehold boundaries.

A. Tenant must bring utilities infrastructure to site at Tenant's cost, and must pay hookup fees or other related fees, if any, assessed by the Carson City Utility Department.

B. Tenant shall maintain, at Tenant's cost, utilities infrastructure in conformance with the engineering design and installation approved by the Airport Authority

C. Tenant to reimburse Landlord for the appraisal cost of \$3,000.00 with first rent payment.

4. ADJUSTMENTS TO BASE RENT.

A. CONSUMER PRICE INDEX ADJUSTMENT. An adjustment of the rental and fees described above shall occur first on January 1, 2027, then at two-year anniversary intervals from January 1, 2027, 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 Bureau of Legal Statistics. 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 January 1 adjustment date. In no event, however, shall any decrease in the Price Index result in a decrease of the rental below the base rate set forth at Section 3 of this lease. For example, if the Price Index for November 2027 is 155.0 (1982-1984=100), and for November 2025 was 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.

B. MARKET TO MARKET LAND APPRAISAL. On January 1, 2040 (year 15), and thereafter at each 10-year anniversary of the lease term, the rent rate shall be adjusted to the appraised rate as determined by an MAI certified appraiser, selected from the Carson City Board of Supervisors' approved list of appraisers. Landlord and Tenant shall share equally the expense of such appraisals.

5. IMPROVEMENTS. Tenant shall commence construction of the project as set forth in Exhibit B to this lease with construction of all office and hangar construction completed within 2

years of Board of Supervisor approval of this lease. Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code, including but not limited to, expending funds for maintenance on the property, pavement and improvements, at an effective rate of at least \$0.03/sqft/yr averaged over a 10-year period. Upon completion of construction, Tenant shall provide Landlord with an exterior and pavement maintenance plan and shall abide by the plan. Upon each 10-year anniversary of January 1, 2025, the Tenant shall report on its improvements to, and maintenance on, the leasehold made during the 10-year period. Upon request of Landlord, Tenant shall provide supporting documentation of such Tenant expenditures to ensure that the facility is being maintained in the same fashion (i.e. the same, good condition as when improvement construction was completed, normal wear and tear excepted). Such maintenance shall include, as a minimum, adequate care of the Tenant pavement such that the pavement remains no lower than a fair rating (i.e. PCI 58-74). Failure to maintain leasehold improvements at or above these standards shall be treated as a breach of this lease.

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

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

B. Abandonment and vacation of the premises. Failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation, except to the extent such non-use is within the construction schedule.

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this lease, 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.

E. Filing a petition of voluntary or involuntary bankruptcy regarding Tenant.

F. The making by the Tenant of any general assignment for the benefit of creditors.

G. Violation of any of the standards, rules, and regulations set forth in CCMC Title 19, Appendix A of this lease, or Exhibit B (construction not required but if performed) to this lease, or failure to maintain current licenses required for the permitted operation.

H. Failure to provide or maintain the required certificates of insurance.

I. 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 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, the applicable lease provision(s), and must demand that Tenant cure its default and perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. Unless a different period to cure a default is specified in this lease, any notice of default from Landlord to the Tenant shall provide Tenant ten (10) days to cure its default, if the default is one that can be cured, 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.

Failure to declare a breach or the actual waiver of any particular breach of this lease or its material or nonmaterial terms by either Landlord or Tenant shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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 Landlord deems appropriate. 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 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. 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. In the event of reletting, Tenant shall

still 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 a third party upon 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 for 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, including court costs, necessary to compensate Landlord for all detriments proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises for FBO operations as described in the Carson City Municipal Code 19.02.020.350(5), and must provide at least one of those services. Tenant is expressly prohibited from conducting any activity at the Airport other than that provided by this lease or as may be approved by Landlord. Construction of a fuel facility on the premises is not permitted.

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.

All aircraft owned by the Tenant and 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 consecutive days. Tenant shall supply Landlord with evidence of the registration and taxation information for aircraft stored on the leased premises on the two-year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager or required by the Hangar Use Ordinance, or other applicable law or policy.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the leased premises and a nonexclusive right to use the taxiways between the leased premises and the Airport's runway. Tenant shall be responsible for, and control the access to, the leased premises. Tenant acknowledges that the width of the taxilane access is 78 feet. Tenant is responsible for determining whether the designated taxilane access is sufficient for its needs. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, and/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 lease.

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

Model FBO lease

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 and comply with the Carson City Municipal Code Title 19, Airport Rules and Regulations.

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 Landlord 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. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2

U.S.C. 8373.

- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252)..
- aa. Such Federal Regulations and Executive Orders as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at https://www.faa.gov/airports/aip/grant_assurances/ 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 lease and in the event of such noncompliance, the Landlord shall have the right to terminate this lease 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 or entity 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 ensure 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 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 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 the Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the leased 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 written consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

The parties agree that a transfer of corporate interests in Tenant exceeding 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 law.

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

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at its own cost, commercial general insurance coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, 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 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. Fire and extended coverage and vandalism and malicious mischief insurance, 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. Workers' Compensation & Employer's Liability Insurance. In addition, to the extent required by law, Tenant shall provide workers' compensation insurance as required by NRS Chapters 616A through 617 inclusive and Employer's Liability insurance with a

minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. Insured Includes. Both Airport Authority and Carson City, individually, must be named as additional insureds and the insurance carrier underwriting such coverage must give the Landlord thirty (30) days written notice prior to cancellation of, or material alteration to, the insurance 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, including and renewals or extensions of this lease.

D. Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount and kind of insurance coverage required.

E. 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. INDEMNIFICATION. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Landlord and Tenant shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents arising in connection to this lease. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

Except as otherwise provided below in this Section, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided

by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

In addition, and as more fully described in Section 12 of this lease, the Tenant further agrees to indemnify, hold harmless and defend Landlord from environmental liability for contamination or damage to the leased premises and any adjacent area to the leased premises related or connected with the occupation or use of the leasehold property.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation on the leased premises in compliance with all applicable environmental laws and permits. No fuel storage (other than in aircraft fuel tanks of operational aircraft) is permitted on the leased premises. Flammable materials shall be stored in National Fire Code fireproof containers and not to exceed 5 gallons. 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 on or about the leased premises except in strict compliance with applicable environmental laws and 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 leased premises 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 leased premises, 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 leased premises 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 leased premises or traceable to the leased premises. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter the leased

premises 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 leased premises, the Tenant will take all necessary action, at the cost of the Tenant, to restore the leased premises 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 hold harmless 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 Section 12 of this lease;
- (b) the presence of or release of any hazardous substance on or off-site of the leased premises;
- (c) any action taken by the Landlord with respect to the existence of any hazardous substance on or off-site of the leased premises; 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 leased premises;

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 the gross area leased or of buildings or facilities accepted or erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, sewer, trash and other utility 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. No parking of vehicles, trailers or Tenant property shall be outside of the hangar, nor blocking any taxilane, except that vehicles will be parked immediately in front of hangar door if such can be done without obstructing any taxilane, taxiway or public use area, or in designated parking areas.

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 assessments 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 this lease 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 Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the 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 Airport as a Federal Aid Airport Project. If any provision of this lease is invalid, the other provisions of this lease which are valid shall remain in effect, and this 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 this lease's 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 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 Airport for 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 email; 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. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Tenant may be open to public inspection and copying. Landlord will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Tenant may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that Tenant thereby agrees to indemnify and defend Landlord for honoring such a designation. The failure to so label any document that is released by Landlord shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. PROPER AUTHORITY. Landlord and Tenant represent and warrant that the person executing this lease on behalf of each party has full power and authority to enter into this lease. Tenant acknowledges that this lease is effective only for the period of time specified in this lease.

22. GOVERNING LAW / JURISDICTION. This lease and the rights and obligations of the Landlord and Tenant shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Tenant consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for any dispute arising in relation to this lease.

23. ADDITIONAL CONDITIONS. No construction of new hangars or buildings is required by this lease. If construction is to be done by Tenant, then unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A and

Exhibit B (note: timeframes to be determined based on construction plans proposed by Tenant). Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the submissions to Landlord.

24. FORCE MAJEURE. In the event Tenant is unable to operate his aircraft maintenance business on the Leasehold due to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of the Tenant to this lease, the Tenant may terminate the lease upon 2 year anniversaries of January 1, 2023 and must first give 60 days written notice to Landlord.

25. ENTIRE CONTRACT AND MODIFICATION. This lease and its integrated attachment(s) constitute the entire agreement of Landlord and Tenant and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Conflicts in language between this lease and any other agreement between Landlord and Tenant on this same matter shall be construed consistent with the terms of this lease. The parties agree that each has had their respective counsel review this lease which shall be construed as if it was jointly drafted.

LORI BAGWELL, Mayor

ATTEST:

CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL
Approved as to form.

DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.

EXHIBIT A –legal description; plot map attached

A parcel of land situate within the East One-Half (E1/2) of Section Four (4), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, a portion of A.P.N. 005-011-01, Carson City, Nevada, being more particularly described as follows

BEGINNING at a point from which the Southeast corner of said Section 4 as shown on the Record of Survey for the Carson City Airport Authority, filed May 17, 2010, in Book 10, Page 2737, as file number 400882, in the Official Records of Carson City, Nevada, bears South 53°25'05" East, 2412.36 feet, said point being on the North right-of-way of N. College Parkway, as shown on the Record of Survey for Consolidated Municipality of Carson City, Map No. 2464, filed 26, April 26, 2001, as File No. 2630877, filed in the Official Records of Carson City, Nevada;

THENCE, leaving the North right-of-way line of said N. College Parkway, North 17°49'14" West, 18.34 feet;

THENCE, North 00°01'04" West, 98.98 feet;

THENCE, South 88°42'17" East, 56.33 feet;

THENCE, North 00°23'46" West, 44.04 feet;

THENCE, North 08°45'23" East, 1.85 feet;

THENCE, South 89°33'05" East, 29.67 feet;

THENCE, North 00°09'09" West, 39.83 feet;

THENCE, North 88°59'14" West, 30.13 feet;

THENCE, North 00°03'11" East, 18.36 feet;

THENCE, North 00°42'02" West, 20.32 feet;

THENCE, South 72°41'21" East, 145.73 feet;

THENCE, North 17°17'48" East, 30.34 feet;

THENCE, South 72°41'21" East, 117.00 feet;

THENCE, North 17°18'49" East, 18.00 feet;

THENCE, South 72°41'11" East, 300.95 feet;

THENCE, South 16°51'44" West, 117.64 feet;

THENCE, North 78°02'34" West, 4.66 feet to the beginning of a non-tangent curve to the right, from which the radius point bears North 83°39'11" West;

THENCE, southwesterly, 19.27 feet along the arc of a curve having a radius of 17.00 feet and through a central angle of 64°56'54", to the North right-of-way line of E. College Parkway;

THENCE, along the North right-of-way line of said College Parkway, North 88°19'05" West, 111.17 feet;

THENCE, continuing along the North right-of-way line of said College Parkway North 89°26'19" West, 441.15 feet to the **POINT OF BEGINNING**.

Containing 2.48 Acres, more or less.

A portion of APN 005-011-01; Record of Survey to be recorded

**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.

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.

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.



JOHNSON | PERKINS | GRIFFIN
REAL ESTATE APPRAISERS & CONSULTANTS

AN APPRAISAL
OF

A 2.48± ACRE PARCEL
(PORTION OF APN 005-011-01)

LOCATED AT

THE CARSON CITY AIRPORT PROPERTY
AT THE NORTHWEST CORNER OF COLLEGE PARKWAY
AND SILVER LANE, CARSON CITY, NEVADA

OWNED BY

CARSON CITY AIRPORT

PREPARED FOR THE

CARSON CITY AIRPORT AUTHORITY

FOR THE PURPOSE OF ESTIMATING
MARKET RENT
AS OF
SEPTEMBER 12, 2024



September 24, 2024

Via Email cjenkins@flycarsoncity.com

Mr. Corey Jenkins, ACE
Airport Manager
Carson City Airport
2600 College Parkway #6
Carson City, Nevada 89706

Re: Market Rental Analysis of 2.48± Acres Located on Airport Property at the Northwest Corner of College Parkway and Silver Lane, Carson City Airport, Carson City, Nevada

Dear Mr. Jenkins:

This is in response to your request for an appraisal of a 2.48± acre parcel of land located on airport property at the Carson City Airport, Carson City, Nevada. The subject is owned by the Carson City Airport Authority. The subject property is summarized below and is more completely described in the following report.

Subject Property Identification & General Location	Land Area*
Carson City Airport Portion of APN 005-011-01 Northwest Corner of College Parkway & Silver Lane, Carson City, NV	2.48± Acres 108,029± Square Feet
*The location and land area of the subject site, as set forth above, is based upon information as provided by the Carson City Airport Authority and is assumed to be correct.	

The appraisal report is being prepared for the purpose of estimating the Market Rent of the subject land as of a current date of valuation. The client for this assignment is the Carson City Airport Authority. The intended users of the appraisal report include the Carson City Airport Authority and their representatives. The intended use of the appraisal report is to assist the client in negotiations to lease the subject property. Any other use of the appraisal report requires the prior written authorization of this appraisal firm.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it presents summary discussions of the data,



reasoning and analyses that are used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in these appraiser's files. The depth of the discussion contained in the report is specific to the needs of the client and for the intended use as stated herein. This appraisal firm is not responsible for unauthorized use of the report.

The appraisal has been prepared based upon the following extraordinary assumptions:

- The appraisal report and the value conclusions set forth herein are based upon the extraordinary assumption that the land area of 2.48± acres for the subject site, as provided by the Carson City Airport Authority, is correct. In discussions with a representative of the Carson City Airport it was indicated that the subject parcel will have land side access (College Parkway & Silver Lane) and use of the adjoining airport parking lot. It was further indicated that access will be allowed from the subject site to the airfield. The appraisal report and the value conclusions set forth herein are based upon the extraordinary assumption that the subject's 2.48± acre site will have land side and airside access.


The appraisal has been prepared based upon the following hypothetical condition:

- The subject is located in the southwest quadrant of the airport property which is identified as Carson City Assessor's Parcel Number 005-011-01. This report is based upon the hypothetical condition that the subject property is a separate, legally existing parcel.

After careful consideration of all data available, and upon thorough personal investigation of the subject property and the comparable properties analyzed, the Market Rent of the subject land, under the extraordinary assumptions and hypothetical condition set forth herein, as of September 12, 2024, is as follows:

MARKET LAND RENT CONCLUSION	
Market Land Rent Conclusion/Square Foot	\$0.64/SF/Year/NNN
Market Land Rent Conclusion/Year	\$69,000/Year/NNN
Market Land Rent Conclusion/Month	\$5,750/Month/NNN

Respectfully Submitted,


Cindy Lund Fogel, MAI
Nevada Certified General Appraiser
License Number A.0002312-CG



FlyCarsonCity.com

April 16, 2025

Carson City Airport Manager's Report Prepared by Corey Jenkins

Managers' Report

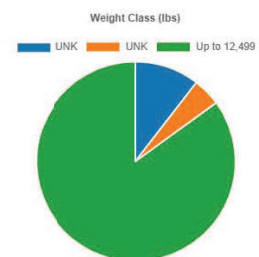
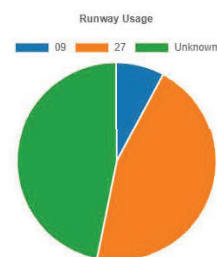
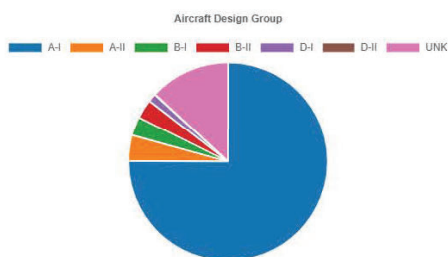
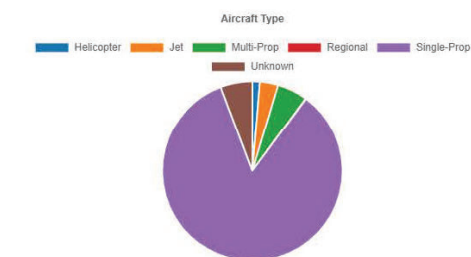
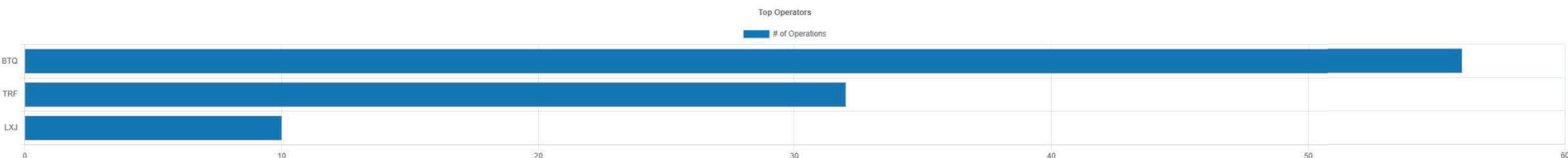
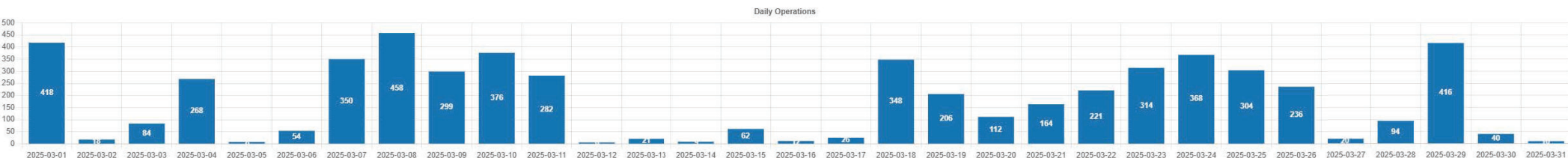
- FAA TTF Permit Compliance Review
 - We are still waiting on a response
 - On 4/10/2025, they informed us that the permit is pending review
- Conferences in March
 - AAAE Government Conference in Washington D.C.
 - The Secretary of Transportation spoke at the conference and was happy to announce that the Airport Improvement Program will be fully funded and received more funding than originally expected.
 - NVAA Conference
 - The FAA Director of Airports for our region spoke about funding
 - He specifically mentioned looking at airports who need a runway extension and funding projects at non-commercial airports
 - My takeaway is that we should continue to prioritize the runway extension in the Airport Capital Improvement Plan
- There was a brief one-day closure of a small portion of Taxiway Bravo for required utility work that caused little to no disruption to aircraft.
- The tentative budget has been submitted to the State
- Hinton Burdick will be performing the Airport's next audit
 - Casey Neilon has a reduction in staff and is not able commit to it
- Airport Operations
 - 7 Days a week staff has proven to be very useful
 - The emergency/ops line was contacted on more than one occasion on the weekends by tenants who needed assistance and staff were available to help
 - There was a brake failure on an aircraft that resulted in no incident/accident due to the pilot handling the situation very well.
 - There was an individual who set up camp in front of the terminal building.
 - We are not sure if this individual attempted to access the airport
 - The improvements to the access points that airport maintenance staff have made may have prevented unauthorized access.
 - The Sheriff's office made sure that the individual was not in need of assistance and helped them move along
 - A Raven helicopter used the airport as a base for Search and Rescue operations.
 - Legacy Flights used the airport for volunteer flights for veterans
 - They were not able to make any flights due to the weather
 - They will be back April 27

Fuel Flowage (Data for March is Incomplete)

Total							
	Self-Serve		Full-Service		Total Combined		% Change
Month	100LL	Jet A	100LL	Jet A	Gallons	FFF	Annual Change
January-24	8960	973	4045	16270	30249	\$ 1,512.44	46%
February-24	6903	317	3099	18166	28485	\$ 1,424.27	30%
March-24	0	0	0	0	0	\$ -	-100%
April-24	0	0	0	0	0	\$ -	-100%
May-24	0	0	0	0	0	\$ -	-100%
June-24	0	0	0	0	0	\$ -	-100%
July-24	0	0	0	0	0	\$ -	-100%
August-24	0	0	0	0	0	\$ -	-100%
September-24	0	0	0	0	0	\$ -	-100%
October-24	0	0	0	0	0	\$ -	-100%
November-24	0	0	0	0	0	\$ -	-100%
December-24	0	0	0	0	0	\$ -	-100%
Total	15863	1290	7145	34436	58734	\$ 2,936.71	-84%

Aircraft Operations

2025 ADS-B Airport Operations				
Month	Arrivals	Departures	Total Operations	Annual Change
January-24	1794	1850	3644	63%
February-24	1523	1524	3047	-14%
March-24	2803	2801	5604	126%
April-24			0	-100%
May-24			0	-100%
June-24			0	-100%
July-24			0	-100%
August-24			0	-100%
September-24			0	-100%
October-24			0	-100%
November-24			0	-100%
December-24			0	-100%
Total Annual	6120	6175	12295	-80%



Carson City Airport Authority

Balance Sheet Comparison

As of March 31, 2025

	TOTAL		
	AS OF MAR 31, 2025	AS OF MAR 31, 2024 (PY)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
1075 LGIP-Deferred	437,143.67	415,714.58	21,429.09
1077 LGIP- General Fund	1,675,480.38	1,593,347.14	82,133.24
3099 Gen. Fund #1162	259,330.68	325,420.09	-66,089.41
3199 Petty Cash	100.00	100.00	0.00
Total Bank Accounts	\$2,372,054.73	\$2,334,581.81	\$37,472.92
Accounts Receivable			
2000 Accounts Receivable - Operating	232,316.59	275,501.30	-43,184.71
Total Accounts Receivable	\$232,316.59	\$275,501.30	\$ -43,184.71
Other Current Assets			
1499 Undeposited Funds	18,307.25	26,756.60	-8,449.35
2001 AR offset	-1,331.00	-19,337.00	18,006.00
2010 Due From Other Government	643.87	389,578.87	-388,935.00
2010.1 Audit Adjustment to AR	0.00	-332,044.00	332,044.00
2011 Accrued Interest Receivable	9,031.37	6,252.37	2,779.00
2020 Grants Receivable-CY	0.00	0.00	0.00
2100 Prepaid Expenses	1,000.00	1,000.00	0.00
CTE Reimbursement Funds	-13,282.50	-38,600.00	25,317.50
Grumman HU-16C Lien	0.00	0.00	0.00
Total Other Current Assets	\$14,368.99	\$33,606.84	\$ -19,237.85
Total Current Assets	\$2,618,740.31	\$2,643,689.95	\$ -24,949.64
Fixed Assets			
2120 land	146,542.03	146,542.03	0.00
2125 Machinery & Equipment	879,619.73	750,566.73	129,053.00
2126 Fencing	911,661.46	911,661.46	0.00
2130 Vehicle	1,033,779.35	807,877.35	225,902.00
2198 Accumulated Depreciation	-585,187.36	-466,021.36	-119,166.00
2201 Tractor	159,995.00	153,046.00	6,949.00
Total Fixed Assets	\$2,546,410.21	\$2,303,672.21	\$242,738.00
Other Assets			
2300 Provided for LT Obligations	126,533.33	271,786.33	-145,253.00
2305 NPV of Airport Leases	7,174,309.00	7,242,012.00	-67,703.00
2810 Pension Requirement	196,462.04	415,612.04	-219,150.00
Total Other Assets	\$7,497,304.37	\$7,929,410.37	\$ -432,106.00
TOTAL ASSETS	\$12,662,454.89	\$12,876,772.53	\$ -214,317.64

Carson City Airport Authority

Balance Sheet Comparison

As of March 31, 2025

	TOTAL		
	AS OF MAR 31, 2025	AS OF MAR 31, 2024 (PY)	CHANGE
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
3000 Accounts Payable	12,890.33	117,645.41	-104,755.08
Total Accounts Payable	\$12,890.33	\$117,645.41	\$ -104,755.08
Credit Cards			
6321 Home Depot	338.94	290.11	48.83
6328 NSB Credit Card Rick 9053	1,345.91	1,777.32	-431.41
6329 NSB CC Corey 9061	2,135.79	3,419.14	-1,283.35
Total Credit Cards	\$3,820.64	\$5,486.57	\$ -1,665.93
Other Current Liabilities			
2101 Payroll Liability	2,782.25	2,292.20	490.05
2102 Accrued Compensated Absences	8,619.28	8,917.28	-298.00
2115 Accrued Expenses	21,000.00	21,000.00	0.00
3030 Audit Adj to AP	4,038.00	4,102.00	-64.00
3090 Pension Requirement-Liab	71,068.00	360,736.00	-289,668.00
3271 Current Portion of LTD	0.00	12,734.00	-12,734.00
Total Other Current Liabilities	\$107,507.53	\$409,781.48	\$ -302,273.95
Total Current Liabilities	\$124,218.50	\$532,913.46	\$ -408,694.96
Long-Term Liabilities			
3085 Net Pension Liability	336,955.00	447,813.00	-110,858.00
3100 Leases Advances	0.00	26,556.00	-26,556.00
3110 Deferred Inflows- Leases	6,610,616.00	6,872,722.00	-262,106.00
3200 Mayes-Lease Transactions	159,050.83	306,189.83	-147,139.00
3250 Gonzalez Deferred Lease	226,200.89	232,855.89	-6,655.00
3260 Goni Deferred Lease	0.00	0.00	0.00
6325 Tractor US Bank	0.00	-13,243.00	13,243.00
Total Long-Term Liabilities	\$7,332,822.72	\$7,872,893.72	\$ -540,071.00
Total Liabilities	\$7,457,041.22	\$8,405,807.18	\$ -948,765.96
Equity			
4200 Fund Balance	4,173,840.52	2,548,313.52	1,625,527.00
4999 Retained Earnings	2,404,705.11	1,711,536.00	693,169.11
4999.1 GWFS to Fund FS adjustments	-1,465,655.00	-38,223.00	-1,427,432.00
Net Income	92,523.04	249,338.83	-156,815.79
Total Equity	\$5,205,413.67	\$4,470,965.35	\$734,448.32
TOTAL LIABILITIES AND EQUITY	\$12,662,454.89	\$12,876,772.53	\$ -214,317.64

Carson City Airport Authority

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	159,485.90	210,000.00	-50,514.10	75.95 %
5010.2 Building	130,488.40	155,000.00	-24,511.60	84.19 %
Total 5010 Real/Personal Property Tax	289,974.30	365,000.00	-75,025.70	79.45 %
5050 AIRPORT LEASES				
5050H Hanger Lease	60,480.00	72,000.00	-11,520.00	84.00 %
5051 Land Leases	217,695.51	300,000.00	-82,304.49	72.57 %
5052 Tower Leases	61,025.26	75,000.00	-13,974.74	81.37 %
5053 Lease-Mayes	5,200.00	6,240.00	-1,040.00	83.33 %
5054 Through The Fence		-8,000.00	8,000.00	
Total 5050 AIRPORT LEASES	344,400.77	445,240.00	-100,839.23	77.35 %
5150 Tie Down Fees	9,016.61	8,000.00	1,016.61	112.71 %
5151 Gate Card Fees	257.38	2,000.00	-1,742.62	12.87 %
5155 Parking Fees	3,381.94	300.00	3,081.94	1,127.31 %
5200 Committed-Fuel Flowage Fees	16,491.41	20,000.00	-3,508.59	82.46 %
5201 Committed-Jet Fuel Tax	1,951.27	4,000.00	-2,048.73	48.78 %
5250 Through the Fence Fees		8,000.00	-8,000.00	
5300 Class II FBO Fees	4,500.00	10,000.00	-5,500.00	45.00 %
5404 Rock Materials Sales	54,813.10	70,000.00	-15,186.90	78.30 %
5450 Reimbursements	2,493.58	35,000.00	-32,506.42	7.12 %
5500 Interest Income	76,269.63	380,000.00	-303,730.37	20.07 %
5998 Terminal Rental		500.00	-500.00	
Total Income	\$803,549.99	\$1,348,040.00	\$ - 544,490.01	59.61 %
GROSS PROFIT	\$803,549.99	\$1,348,040.00	\$ - 544,490.01	59.61 %
Expenses				
6019 Charitable Contribution	1,697.00	2,000.00	-303.00	84.85 %
6169 Taxes & Licenses		300.00	-300.00	
6300 Operating Expenses				
6000 Airport Engineering	2,925.00		2,925.00	
6130 Dues	1,520.00	2,300.00	-780.00	66.09 %
6135 Memberships	100.00	500.00	-400.00	20.00 %
6137 Conferences	855.00	4,500.00	-3,645.00	19.00 %
6170 SWAAAE BOD Travel		850.00	-850.00	
6190 Office Expen-PC Software	584.32	2,000.00	-1,415.68	29.22 %
6200 Office Expenses -PC Hardware	5.25	500.00	-494.75	1.05 %
6211 Meals and Entertainment	1,537.68	750.00	787.68	205.02 %
6218 Marketing and Website	4,926.52	2,500.00	2,426.52	197.06 %
6369 Travel	4,312.25	500.00	3,812.25	862.45 %
Total 6300 Operating Expenses	16,766.02	14,400.00	2,366.02	116.43 %

Carson City Airport Authority

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

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6301 Utilities				
6302 Phone & Internet	4,921.30	5,000.00	-78.70	98.43 %
6303 Electric	9,030.31	19,000.00	-9,969.69	47.53 %
6304 Gas	666.97	1,000.00	-333.03	66.70 %
6305 Water	1,989.50	2,300.00	-310.50	86.50 %
6306 Carson City Landfill	1,244.44	1,200.00	44.44	103.70 %
Total 6301 Utilities	17,852.52	28,500.00	-10,647.48	62.64 %
6308 Office Expenses and Supplies	901.62	1,500.00	-598.38	60.11 %
6309 Legal	57,191.10	100,000.00	-42,808.90	57.19 %
6310 Security	4,196.90	4,000.00	196.90	104.92 %
6311 CCAA printing	265.00	500.00	-235.00	53.00 %
6312 Data Storage	505.90	550.00	-44.10	91.98 %
6313 Insurance	11,797.08	13,000.00	-1,202.92	90.75 %
6314 Auditing	27,876.25	42,000.00	-14,123.75	66.37 %
6314A Accounting/Bullis	17,886.00	16,000.00	1,886.00	111.79 %
6315 Contract Services/Appraisals	7,000.00	14,000.00	-7,000.00	50.00 %
6316 Bank Charges/Square Chgs	743.49	400.00	343.49	185.87 %
6317 Airport Equipment Maintenance	14,453.25	15,000.00	-546.75	96.36 %
6317.5 AWOS III Service Charges	5,936.00	7,000.00	-1,064.00	84.80 %
6318 Facility Maintenance	9,371.89	8,000.00	1,371.89	117.15 %
6319 Airfield Maintenance	20,849.49	40,000.00	-19,150.51	52.12 %
6319.5 Gate Maintenance	1,139.17	2,000.00	-860.83	56.96 %
6319.51 Depreciation expense		140,000.00	-140,000.00	
6350 Labor Expense				
6351 Salaries	205,773.13	285,000.00	-79,226.87	72.20 %
6351.5 Overtime Budget (Airfield)		2,500.00	-2,500.00	
6352 Healthcare	59,044.05	56,250.00	2,794.05	104.97 %
6353 PERS Retirement Contribution	75,962.26	82,000.00	-6,037.74	92.64 %
6354 Nevada Payroll	1,120.00	1,200.00	-80.00	93.33 %
6355 Workers Compensation	4,061.87	5,200.00	-1,138.13	78.11 %
6356 State Unemployment Contri		2,800.00	-2,800.00	
6363 Voya/Deferred Comp	770.00		770.00	
6476 Uniforms	877.12	1,500.00	-622.88	58.47 %
Total 6350 Labor Expense	347,608.43	436,450.00	-88,841.57	79.64 %
6600 Bad Debt Transaction	1,181.27		1,181.27	
6999 Uncategorized Expense	223.21		223.21	
QuickBooks Payments Fees	474.53		474.53	
Total Expenses	\$565,916.12	\$885,600.00	\$ - 319,683.88	63.90 %
NET OPERATING INCOME	\$237,633.87	\$462,440.00	\$ - 224,806.13	51.39 %
Other Income				

Carson City Airport Authority

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

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	36,618.00		36,618.00	
7000 Open House				
7001.1 Open House Income Sept 2024	7,700.00	10,000.00	-2,300.00	77.00 %
7001.2 Open House Expense Sept 2024	-7,191.21	-12,000.00	4,808.79	59.93 %
7002.1 Open House Income Sept 2025	60.00		60.00	
7002.2 Open House Expense Sept 2025	-378.97		-378.97	
Total 7000 Open House	189.82	-2,000.00	2,189.82	-9.49 %
8000 Discounts	9.94		9.94	
9999 Suspense	-34,291.00		-34,291.00	
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	
6048 AIP #XX Runway Drainage Project				
6048.2 AIP #XX Runway Drainage Project Expense	-3,500.00		-3,500.00	
Total 6048 AIP #XX Runway Drainage Project	-3,500.00		-3,500.00	
6049 AIP #XX Apron Rehab				
6049.2 AIP #XX Apron Rehab Expense	-3,500.00		-3,500.00	
Total 6049 AIP #XX Apron Rehab	-3,500.00		-3,500.00	
Total FAA AIP Activity Revenue	-7,000.00	-33,333.00	26,333.00	21.00 %
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	-12,470.00	-750,000.00	737,530.00	1.66 %
Total 6035 AIP #36 Construct SRE Building	-12,470.00	90,625.00	-103,095.00	-13.76 %
6036 AIP #37 Acquire Snow Removal Equipment	196,453.76		196,453.76	
6036.1 AIP #37 Acquire Snow Removal Equipment Revenue		216,000.00	-216,000.00	
6036.2 AIP #37 Acquire Snow Removal Equipment Expense	-217,806.09	-216,000.00	-1,806.09	100.84 %
Total 6036 AIP #37 Acquire Snow Removal Equipment	-21,352.33	0.00	-21,352.33	
6037 AIP #38 Install Approach Lighting Phase I	25,796.00		25,796.00	
6040.1 AIP 41 - Relocate AWOS Revenue	19,722.00		19,722.00	
6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-5,727.00		-5,727.00	
6042.1 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Revenue	209,450.21		209,450.21	
6042.2 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Expense	-225,703.62		-225,703.62	
Total 6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-21,980.41		-21,980.41	
6044 AIP #44 SRE Construct Auxiliary Building				
6044.1 6044 AIP #44 SRE Construct Auxiliary Building Revenue	-25,793.69		-25,793.69	
6044.2 AIP #44 SRE Construct Auxiliary Building Expense	6,656.10		6,656.10	

Carson City Airport Authority

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

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 6044 AIP #44 SRE Construct Auxiliary Building	-19,137.59		-19,137.59	
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	-29,422.33	81,250.00	-110,672.33	-36.21 %
Total Other Income	\$ - 33,895.57	\$45,917.00	\$ -79,812.57	-73.82 %
Other Expenses				
6020 FAA Engineering and Construction	19,780.20		19,780.20	
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	31,237.40		31,237.40	
Total CCAA Funded Capital Projects	31,237.40	200,000.00	-168,762.60	15.62 %
Total Other Expenses	\$51,017.60	\$200,000.00	\$ - 148,982.40	25.51 %
NET OTHER INCOME	\$ - 84,913.17	\$ -154,083.00	\$69,169.83	55.11 %
NET INCOME	\$152,720.70	\$308,357.00	\$ - 155,636.30	49.53 %

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - March 2025

	TOTAL		
	JUL 2024 - MAR 2025	JUL 2023 - MAR 2024 (PY)	CHANGE
Income			
5010 Real/Personal Property Tax			
5010.1 Aircraft	143,537.31	143,537.31	0.00
5010.2 Building	117,439.56	117,439.56	0.00
Total 5010 Real/Personal Property Tax	260,976.87	260,976.87	0.00
5050 AIRPORT LEASES			
5050H Hanger Lease	54,360.00	54,000.00	360.00
5051 Land Leases	195,178.99	187,905.96	7,273.03
5052 Tower Leases	54,902.13	54,303.02	599.11
5053 Lease-Mayes	4,680.00	4,680.00	0.00
Total 5050 AIRPORT LEASES	309,121.12	300,888.98	8,232.14
5150 Tie Down Fees	7,784.74	7,187.00	597.74
5151 Gate Card Fees	257.38	1,909.92	-1,652.54
5155 Parking Fees	3,381.94	424.77	2,957.17
5200 Committed-Fuel Flowage Fees	16,017.56	11,788.40	4,229.16
5201 Committed-Jet Fuel Tax	1,951.27	1,365.45	585.82
5300 Class II FBO Fees	4,050.00	6,600.00	-2,550.00
5404 Rock Materials Sales	54,813.10	56,395.96	-1,582.86
5450 Reimbursements	2,493.58		2,493.58
5500 Interest Income	76,269.63	66,837.92	9,431.71
Total Income	\$737,117.19	\$714,375.27	\$22,741.92
GROSS PROFIT	\$737,117.19	\$714,375.27	\$22,741.92
Expenses			
6019 Charitable Contribution	1,697.00	1,490.75	206.25
6165 Job Supplies - Obsolete		48.14	-48.14
6169 Taxes & Licenses		280.00	-280.00
6300 Operating Expenses			
6000 Airport Engineering	2,925.00	3,000.00	-75.00
6130 Dues	1,520.00	1,660.00	-140.00
6135 Memberships	100.00	95.00	5.00
6136 Registration		1,995.00	-1,995.00
6137 Conferences	855.00	695.00	160.00
6190 Office Expencc-PC Software	584.32	1,053.55	-469.23
6200 Office Expenses -PC Hardware	5.25	150.17	-144.92
6211 Meals and Entertainment	1,537.68	644.52	893.16
6218 Marketing and Website	4,926.52	1,413.60	3,512.92
6369 Travel	4,312.25	512.96	3,799.29
Total 6300 Operating Expenses	16,766.02	11,219.80	5,546.22
6301 Utilities			
6238 Stormwater Discharge Permit		4.06	-4.06

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - March 2025

	TOTAL		
	JUL 2024 - MAR 2025	JUL 2023 - MAR 2024 (PY)	CHANGE
6302 Phone & Internet	4,768.31	2,853.13	1,915.18
6303 Electric	9,030.31	13,918.09	-4,887.78
6304 Gas	666.97	872.37	-205.40
6305 Water	1,989.50	2,169.63	-180.13
6306 Carson City Landfill	1,244.44	944.65	299.79
Total 6301 Utilities	17,699.53	20,761.93	-3,062.40
6308 Office Expenses and Supplies	901.62	1,128.71	-227.09
6309 Legal	56,431.10	30,035.00	26,396.10
6310 Security	4,196.90	2,965.91	1,230.99
6311 CCAA printing	265.00	428.08	-163.08
6312 Data Storage	440.90	457.34	-16.44
6313 Insurance	11,797.08	7,784.00	4,013.08
6314 Auditing	27,876.25		27,876.25
6314A Accounting/Bullis	17,886.00	15,106.00	2,780.00
6314B Accounting/Tmcdbooks		9,760.00	-9,760.00
6315 Contract Services/Appraisals	7,000.00		7,000.00
6316 Bank Charges/Square Chgs	743.49	488.84	254.65
6317 Airport Equipment Maintenance	14,453.25	8,565.77	5,887.48
6317.5 AWOS III Service Charges	5,936.00	6,664.90	-728.90
6318 Facility Maintenance	9,330.09	5,770.23	3,559.86
6319 Airfield Maintenance	20,849.49	26,339.76	-5,490.27
6319.5 Gate Maintenance	1,139.17	3,009.89	-1,870.72
6350 Labor Expense			
6351 Salaries	205,773.13	143,141.40	62,631.73
6351.5 Overtime Budget (Airfield)		1,080.00	-1,080.00
6352 Healthcare	53,796.12	31,659.45	22,136.67
6353 PERS Retirement Contribution	75,962.26	45,980.24	29,982.02
6354 Nevada Payroll	1,120.00	983.50	136.50
6355 Workers Compensation	4,061.87	2,865.34	1,196.53
6363 Voya/Deferred Comp	770.00	210.00	560.00
6476 Uniforms	877.12	1,333.26	-456.14
Total 6350 Labor Expense	342,360.50	227,253.19	115,107.31
6600 Bad Debt Transaction	1,181.27	1,350.00	-168.73
6999 Uncategorized Expense	223.21		223.21
9100 Interest Expense		527.98	-527.98
QuickBooks Payments Fees	447.11	52.64	394.47
Total Expenses	\$559,620.98	\$381,488.86	\$178,132.12
NET OPERATING INCOME	\$177,496.21	\$332,886.41	\$ -155,390.20
Other Income			
5001 NDOT Grant Reimbursement		19,722.00	-19,722.00

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - March 2025

	TOTAL		
	JUL 2024 - MAR 2025	JUL 2023 - MAR 2024 (PY)	CHANGE
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	36,618.00	61,416.62	-24,798.62
7000 Open House			
7001.1 Open House Income Sept 2024	7,700.00	2,500.00	5,200.00
7001.2 Open House Expense Sept 2024	-7,191.21	-1,152.01	-6,039.20
7002.2 Open House Expense Sept 2025	-378.97		-378.97
Total 7000 Open House	129.82	1,347.99	-1,218.17
8000 Discounts	9.94		9.94
9999 Suspense	-34,291.00		-34,291.00
FAA AIP Activity Revenue			
6048 AIP #XX Runway Drainage Project			
6048.2 AIP #XX Runway Drainage Project Expense	-3,500.00		-3,500.00
Total 6048 AIP #XX Runway Drainage Project	-3,500.00		-3,500.00
6049 AIP #XX Apron Rehab			
6049.2 AIP #XX Apron Rehab Expense	-3,500.00		-3,500.00
Total 6049 AIP #XX Apron Rehab	-3,500.00		-3,500.00
Total FAA AIP Activity Revenue	-7,000.00		-7,000.00
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	0.00
Total 6035 AIP #36 Construct SRE Building	-12,470.00	-12,470.00	0.00
6036 AIP #37 Acquire Snow Removal Equipment	196,453.76	225.00	196,228.76
6036.2 AIP #37 Acquire Snow Removal Equipment Expense	-217,806.09	-225.00	-
			217,581.09
Total 6036 AIP #37 Acquire Snow Removal Equipment	-21,352.33	0.00	-21,352.33
6037 AIP #38 Install Approach Lighting Phase I	25,796.00	25,796.00	0.00
6040.1 AIP 41 - Relocate AWOS Revenue	19,722.00		19,722.00
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF (deleted)			
6041.2 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Expense (deleted)		-60,520.00	60,520.00
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF (deleted)		-60,520.00	60,520.00
6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-5,727.00		-5,727.00
6042.1 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Revenue	209,450.21	60,817.97	148,632.24
6042.2 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Expense	-225,703.62	-65,110.00	-
			160,593.62
Total 6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-21,980.41	-4,292.03	-17,688.38
6044 AIP #44 SRE Construct Auxiliary Building			
6044.1 6044 AIP #44 SRE Construct Auxiliary Building Revenue	-25,793.69	24,788.43	-50,582.12
6044.2 AIP #44 SRE Construct Auxiliary Building Expense	6,656.10	-63,676.50	70,332.60
Total 6044 AIP #44 SRE Construct Auxiliary Building	-19,137.59	-38,888.07	19,750.48

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - March 2025

	TOTAL		
	JUL 2024 - MAR 2025	JUL 2023 - MAR 2024 (PY)	CHANGE
Total FAA AIP Grant Revenue	-29,422.33	-90,374.10	60,951.77
Total Other Income	\$ -33,955.57	\$ -7,887.49	\$ -26,068.08

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - March 2025

	TOTAL		
	JUL 2024 - MAR 2025	JUL 2023 - MAR 2024 (PY)	CHANGE
Other Expenses			
6020 FAA Engineering and Construction	19,780.20		19,780.20
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
6412 Terminal Entrance Hardscape		3,659.50	-3,659.50
6413 Taxiway Sign Panels		9,719.51	-9,719.51
6414 Terminal Building Architectural Renderings	31,237.40	12,892.25	18,345.15
6416 New Terminal Door Improvements with Access Control		7,556.24	-7,556.24
6417 Aggregate To Improve Safety Areas (500 ft Test Area)		34,883.59	-34,883.59
Total CCAA Funded Capital Projects	31,237.40	75,660.09	-44,422.69
Total Other Expenses	\$51,017.60	\$75,660.09	\$ -24,642.49
NET OTHER INCOME	\$ -84,973.17	\$ -83,547.58	\$ -1,425.59
NET INCOME	\$92,523.04	\$249,338.83	\$ -156,815.79