

Kingman, 6640

Recorded at Request of *[Signature]*
JUN 18 1979 - 8 00 AM

in book 550 of Official Records, PageS 604-630

County of Mohave County, Ari

By *[Signature]*
Deputy Recorder



McCall
Recorder

[Signature]

LEASE AGREEMENT

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THIS LEASE AGREEMENT made this 21st day of May, 1979, by and between the COUNTY OF MOHAVE (hereinafter called the "COUNTY"), and the MOHAVE COUNTY AIRPORT AUTHORITY, INC., a non-profit organization organized under the laws of the State of Arizona (hereinafter called the "AUTHORITY").

WHEREAS, the COUNTY and the AUTHORITY are agreed that the improvement, development, operation and maintenance of the Mohave County Airport and other County Airport lands and their expense will be in the public interest, and

WHEREAS, under the provisions of Arizona Revised Statutes, §2-301, et seq, the COUNTY is authorized, among other things, to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate airports, and

WHEREAS, under the provisions of Arizona Revised Statutes, §2-301, et seq, the COUNTY is authorized to enter into agreements with a non-profit corporation for airport or air terminal purposes, and for the operation and maintenance of airports, air terminals, and uses incidental thereto, and

WHEREAS, the AUTHORITY was formed as a non-profit corporation under Arizona Revised Statutes, §10-451, et seq, and Arizona Revised Statutes, §2-311, et seq, for the purpose of engaging in the promotion, establishment, development and

1 maintenance of airports and adjacent property for the benefit
2 of air transportation and commercial or industrial activities,
3 for the general public benefit of the residents of Mohave
4 County.

5
6 NOW, THEREFORE, the COUNTY and the AUTHORITY hereby
7 mutually undertake, promise and agree, each for itself, as
8 follows:

9
10 1. LEASE OF PREMISES:

11 The COUNTY hereby demises and leases to the
12 AUTHORITY and the AUTHORITY does hereby take and hire from
13 the COUNTY for airport and air terminal purposes, and for all
14 purposes related thereto, and for all purposes incidental there-
15 to, and for the purpose of carrying on any other revenue-
16 producing business in connection therewith, the following
17 described property as described in attached Exhibits "A" through
18 "B", attached hereto and by reference made a part hereof.

19
20 2. TERM:

21 The term for which the demised premises are
22 leased shall commence the 21st day of May, 1979, and shall
23 expire on the 21st day of May, 2004, unless said term is
24 sooner terminated as hereinafter provided.

25
26 3. OPTION TO RENEW:

27 The AUTHORITY may, at its sole option to be
28 exercised at least one (1) year prior to the expiration of
29 said term, by giving notice in writing to the COUNTY of its
30 intention to do so, extend the term of this Lease for an ad-
31 ditional or further period of twenty-five (25) years at the
32 same rental and under the same terms and conditions as con-

1 tained in this Lease.

2
3 Upon expiration or sooner termination of said
4 prime term, or any renewal thereof, the AUTHORITY covenants
5 and agrees that it will give up, surrender and deliver to the
6 COUNTY the demised premises together with title to all build-
7 ings, structures and improvements added to the leased premises
8 during the term of this Lease, as well as all personal property,
9 furniture, fixtures and other equipment contained thereon and
10 used in connection with the operation of said airport and air-
11 port terminal and purchased or acquired for said purposes.

12
13 4. RENT:

14 The AUTHORITY shall pay to the COUNTY as rent
15 for the demised premises, the following:

16
17 (a) The sum of TWENTY FIVE DOLLARS (\$25.00) for
18 the term of this prime Lease, payable in
19 equal installments of ONE DOLLAR (\$1.00)
20 each, beginning on the 21st day of May,
21 1979, and on the 21st day of May of each
22 and every year thereafter.

23
24 (b) The sum of TWENTY FIVE DOLLARS (\$25.00) for
25 the successive twenty-five (25) year term,
26 if renewed, subsequent to the expiration of
27 the prime Lease, with annual payments of ONE
28 DOLLAR (\$1.00) each, beginning on the 21 day
29 of May, of the first year of the successive
30 twenty-five (25) year term, and on the 21st
31 day of May of each and every year there-
32 after.

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1 5. REPAIRS:

2 The AUTHORITY shall take care of the demised
3 premises together with all improvements, fixtures and personal
4 property thereon, whether now on the premises or hereafter
5 added, and shall make all necessary repairs, inside and out-
6 side, structural or otherwise, so as to maintain and preserve
7 them in good order and condition and keep the demised premises
8 as an operating airport and air terminal in good condition,
9 ordinary wear and tear excepted.

10
11 6. PERSONAL PROPERTY:

12 The AUTHORITY shall have the right to use all of
13 the equipment and personal property located at the demised
14 premises and referred to in Exhibits "A" through "B" hereto
15 annexed.

16
17 It is understood and agreed such personal prop-
18 erty is expendable and the AUTHORITY shall have no obligation to
19 replace the same and any such personal property which may be-
20 come worn or obsolete may be disposed of by the AUTHORITY in its
21 discretion. The AUTHORITY shall, however, replace such equip-
22 ment as may be required to keep the demised premises operating
23 as a going airport and air terminal and personal property pur-
24 chased or acquired for such purposes shall be turned over to the
25 COUNTY upon the termination of this Agreement.

26
27 7. EXPENDITURES IN EXCESS OF FIVE THOUSAND DOLLARS:

28 In the erection, improvement and repair of all
29 buildings, structures, works, runways, improvements, fixtures
30 and personal property, and in furnishing supplies and materials
31 for same or for any other use by the AUTHORITY, when the expend-
32 iture required exceeds the sum of FIVE THOUSAND DOLLARS

1 (\$5,000.00) the AUTHORITY shall advertise for bids for the
2 work contemplated and for furnishing such supplies and
3 materials, and ask for sealed proposals. Any such contract
4 shall be let to the lowest responsible bidder. The AUTHORITY
5 may, however, reject any and all bids submitted and may re-
6 advertise for bids.

7
8 8. ASSIGNMENT AND MORTGAGE:

9 The AUTHORITY shall not assign, mortgage, pledge,
10 hypothecate, or encumber this Agreement or any part thereof,
11 or sublet the demised premises in its entirety.

12
13 The AUTHORITY may sublet or sublease part of
14 the demised premises for the purpose for which this Lease is
15 granted and may enter into other agreements with third persons
16 for the use thereof and for such purpose. This consent shall
17 not, however, include the right to sublet the entire demised
18 premises or to sublet the air terminal in its entirety.

19
20 Nothing in this section contained shall prevent
21 the AUTHORITY from pledging in whole or in part the revenues
22 of the airport and air terminal and adjacent lands after
23 providing for operation and maintenance costs as security
24 for the payment of bonds or other obligations issued, incurred
25 or assumed for airport and air terminal purposes to or for
26 the benefit of the holders of such bonds or other obligations,
27 or from making such bonds or other obligations a lien upon
28 such revenues.

29
30 9. ACCOUNTS:

31 AUTHORITY agrees that COUNTY may, during reason-
32 able times, and hours, inspect AUTHORITY'S books and records.

1 AUTHORITY further agrees to furnish COUNTY, upon COUNTY'S
2 request, within a reasonable period of time, annual operating
3 statements and detailed balance sheets, certified by a certi-
4 fied public accountant of the State of Arizona, at COUNTY'S
5 expense.

6
7 10. FINANCING AND DEVELOPMENT OF AIRPORT AND AIR
8 TERMINAL:

9 The AUTHORITY shall be obligated to the extent
10 it deems necessary to rehabilitate, expand, improve and
11 develop the airport and air terminal, and shall have the
12 right, in its discretion, to issue bonds and incur obliga-
13 tions and make expenditures for such purposes.

14
15 None of the bonds issued by the AUTHORITY shall
16 be a lien or charge upon the demised premises.

17
18 Title to the buildings, structures and ad-
19 ditions made or added to the demised premises by the AUTHORITY
20 or any of its subtenants shall vest in the COUNTY immediately
21 upon annexation, except where leases, permits, licenses or
22 other agreements provide the title thereto shall remain in
23 the lessees, permittees, or third persons.

24
25 Bonds issued or other obligations incurred or
26 assumed by the AUTHORITY for airport and air terminal purposes
27 shall not be obligations of the COUNTY, and the AUTHORITY
28 shall have no power to pledge the credit of the COUNTY in any
29 way whatsoever.

30
31 11. OPERATING CONTRACTS:

32 The lease of the demised premises is subject to

1 the easements, leases, permits, contracts and agreements
2 listed in Exhibits "E" through "Q" annexed hereto, and by
3 reference incorporated herein. The COUNTY hereby assigns and
4 transfers to the AUTHORITY, all of its right, title and in-
5 terest in and to said easements, leases, permits, contracts
6 and agreements, together with any or all deposits and rents,
7 whether prepaid, due and payable on this date, or due and
8 payable during the term of this Agreement, or any successive
9 term thereof, and the AUTHORITY hereby assumes obligations of
10 the COUNTY thereunder.

11
12 The AUTHORITY shall be responsible for and
13 shall indemnify and hold the COUNTY harmless from all claims
14 arising out of or in respect to all leases, permits, licenses,
15 contracts and agreements made from and after the effective
16 date of this Lease. The COUNTY, however, shall be responsible
17 for and shall indemnify the AUTHORITY for and hold it harmless
18 from any claims arising out of acts done or omitted to be done
19 by the COUNTY in respect to any contracts, leases, licenses,
20 or permits relating to the demised premises prior to the 21st
21 day of May, 1979.

22
23 Rentals, fees, and other payments due and/or
24 prepaid under said leases, permits, contracts and agreements
25 shall become due and payable to the AUTHORITY.

26
27 The COUNTY agrees not to enter into any exten-
28 sion or renewal of any such lease, permit, contract and agree-
29 ment, or to enter into any new leases, permits, contracts or
30 agreements authorizing any use of the demised premises by any
31 third person except such as will by their terms terminate on
32 or after the 21st day of May, 1979.

1 12. OTHER CONTRACTS AND AGREEMENTS:

2 The lease of the demised premises is subject
3 to all leases, permits, contracts and agreements listed on
4 Exhibits "E" through "Q" hereto annexed, including those
5 between the United States of America and its agencies, and
6 the AUTHORITY hereby assumes the obligations of the COUNTY
7 thereunder.

8
9 (a) PUBLIC USE OF AIRPORT: The AUTHORITY
10 agrees to operate the airport for the use
11 and benefit of the public; to make avail-
12 able all airport facilities and services
13 to the public without unjust discrimin-
14 ation; and to refrain from imposing or
15 levying excessive, discriminatory or other-
16 wise unreasonable charges or fees for any
17 use of the airport or its facilities or
18 for any airport services.

19
20 (b) EXCLUSIVE USE: It is understood and agreed
21 that nothing herein contained shall be con-
22 strued to grant or authorize the granting
23 of any exclusive right within the meaning
24 of Section 303 of the Civil Aeronautics Act
25 of 1938, as amended.

26
27 (c) MAINTENANCE OF LANDING AREA: The COUNTY
28 reserves the right, but shall not be obli-
29 gated to the AUTHORITY, to develop or im-
30 prove the landing area of the airport and
31 all publicly owned facilities of the air-
32 port.

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(d) DEVELOPMENT OF LANDING AREA: The COUNTY reserves the right, but shall not be obligated to the AUTHORITY, to develop or improve the landing area and all publicly owned air navigation facilities.

(e) APPROACH PROTECTION: The COUNTY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, which in the opinion of the COUNTY would limit the usefulness of the airport or constitute a hazard to aircraft.

(f) NATIONAL EMERGENCY: During the time of war or national emergency the AUTHORITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other area facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.

(g) SUBORDINATION TO FEDERAL AGREEMENTS GENERALLY: This Agreement shall be subordinate to the provision of any existing agreement between the COUNTY and the United States, relative to the operation or maintenance of

1 the airport, the execution of which has
2 been or may be required as a condition
3 precedent to the expenditure of federal
4 funds for the development of the airport.
5

6 (h) PROCEEDS FROM SALES OF REAL PROPERTY: The
7 COUNTY hereby agrees to pay to the AUTHORITY
8 all proceeds which it receives arising out
9 of each and every sale of real property
10 which or at any time may be demised premises
11 under the terms of this Lease or any re-
12 newal, extension, or modification thereof.
13 In addition, the COUNTY agrees to pay to
14 the AUTHORITY the net proceeds arising out
15 of the sale of that real property described
16 in Exhibit "C" and Exhibit "D", attached
17 hereto and by reference made a part hereof.
18 The AUTHORITY agrees to use said funds for
19 the benefit of those purposes described in
20 this Agreement.
21

22 13. INSURANCE:

23 The AUTHORITY hereby undertakes and agrees to
24 indemnify and save the COUNTY harmless from any claims, cause
25 of action or judgments, by reason of personal injuries sustained
26 by any person or persons, including death, in the demised
27 premises, and for any claims for damage to property, and agrees
28 to procure, in companies permitted to do business in the State
29 of Arizona, such insurance as will protect the COUNTY from any
30 such claims, suits, demands or judgments which may arise from
31 the operation, control or occupancy of the demised premises.
32 Such insurance shall provide a single limit of at least TWO

1 MILLION DOLLARS (\$2,000,000.00) in any one occurrence.
2

3 The AUTHORITY further agrees to procure insur-
4 ance with extended coverage endorsement on all buildings,
5 structures, equipment and fixtures in or upon the demised
6 premises and used in connection with the operation and main-
7 tenance of the airport and air terminal. Such policies shall
8 cover the property to the extent of a minimum of the amount
9 necessary to cover the interests of both the COUNTY and the
10 AUTHORITY. All policies shall provide that loss, if any,
11 shall be payable to the AUTHORITY which shall hold the proceeds
12 of all such insurance in a trust fund for the purpose of re-
13 pairing or reconstructing of any of the buildings, structures,
14 equipment or fixtures damaged or destroyed by reason of any
15 of the risks insured against by such policies or for the pur-
16 pose of making other capital improvements to the airport or
17 air terminal.
18

19 In the event the proceeds of such insurance
20 exceed the cost of any such repairs or reconstruction, or of
21 the making of such capital improvements, such excess shall be
22 paid to the COUNTY. If the AUTHORITY shall not commence such
23 repairs or reconstruction, or other capital improvements within
24 one (1) year from the date of receipt of the proceeds of such
25 insurance, the same shall be paid over to the COUNTY. In the
26 event such proceeds shall be insufficient, then the AUTHORITY
27 shall make repairs, reconstruction or replacements at its own
28 expense.
29

30 All policies of insurance or certificates thereof
31 shall be delivered to the COUNTY and the premiums thereof shall
32 be paid by the AUTHORITY. All insurance shall jointly cover

1 both the COUNTY and the AUTHORITY. Any additional insurance
2 shall be at the sole cost of the AUTHORITY.

3
4 14. GOVERNMENT AID:

5 The COUNTY agrees to cooperate with the AUTHORITY,
6 if so requested by the AUTHORITY, in making any necessary ap-
7 plications for and in securing any and all governmental or
8 other aid which may be obtainable for the airport and air
9 terminal under any applicable laws, but the COUNTY shall not
10 be obligated to the AUTHORITY to assume any financial liability
11 or obligation in connection therewith.

12
13 15. ADDITIONAL LANDS AND INTEREST THEREIN:

14 The AUTHORITY shall immediately upon acquisition
15 of any lands and improvements thereon or rights, easements, or
16 interest therein for use in extension of the airport or air
17 terminal, or for use in expansion of the airport or air terminal,
18 or for use in maintaining airplane beacons, guides or other
19 aid to aviation, convey the same to the COUNTY without consider-
20 ation, and such property shall become part of the demised
21 premises.

22
23 16. CONDEMNATION OR ACQUISITION BY OTHERS:

24 In the event the demised premises or any part
25 thereof, or the right and interest of the AUTHORITY hereunder
26 in or to the demised premises or any part thereof shall be
27 condemned, taken or acquired by a body having superior power
28 of eminent domain, the compensation or award therefor shall be
29 payable, in accordance with the following provisions:

- 30
31 I. Out of said compensation or award there shall
32 be paid to the AUTHORITY an amount equal to

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the sum of the following:

a. The amount required to redeem any AUTHORITY Bonds or to pay any AUTHORITY obligations issued or incurred for airport and air terminal purposes and outstanding at the time title vests in the condemning power at the earliest dates after such decree or judgment when any such bonds may be called for redemption or such obligations may be paid, or, if any such bonds or obligations are not subject to call or immediate payment, then the amount required to redeem or pay them at their maturity; less the following three (3) items:

- (1) The assets of any sinking fund established for redemption of any bonds or other obligations issued, incurred or assumed for airport and air terminal purposes, or any other public purposes, including interest thereon.
- (2) The proceeds remaining unexpended from the sale of any and all bonds or other obligations issued, incurred or assumed for airport and air terminal purposes.
- (3) Any cash set aside for redemption of bonds issued or the payment of any obligations incurred or assumed for airport and air terminal purposes.

.....

- 1 b. The interest on any such bonds or obli-
2 gations from the last interest payment
3 date prior to the vesting of title in
4 the condemning power up to the date of
5 such call or maturity;
6 c. The call premium, if any;
7 d. Any unamortized AUTHORITY funds, other
8 than bonds or other obligation proceeds,
9 or federal, state or city grants, ex-
10 pended for capital improvements at the
11 airport or air terminal.

12
13 II. The balance, if any, of such compensation
14 or award shall be paid to the COUNTY.
15

16 The amount paid to the AUTHORITY as provided for
17 in this article shall, together with any funds remaining un-
18 expended for airport and air terminal purposes from the proceeds
19 of any such bonds or obligations, be set aside in a special
20 fund. If, after the payment or redemption of all said bonds
21 and obligations with interest and after the deduction or un-
22 amortized AUTHORITY funds as aforesaid, there shall remain any
23 balance in said special fund including income and appreciation
24 thereon, the AUTHORITY shall pay such balance to the COUNTY.
25

26 If the whole of said demised premises or the
27 right and interest of the AUTHORITY in or to the same shall be
28 condemned, taken or acquired, as aforesaid, then no further
29 rental shall be payable thereunder. If only part of the said
30 demised premises or of the right and interest of the AUTHORITY
31 in or to the same shall be condemned, taken or acquired is so
32 substantial as to make it impractical to proceed with the

1 operation of the demised premises for airport or air terminal
2 purposes, or other public purposes, then and in such event,
3 no further rental shall be payable hereunder; provided, how-
4 ever, that possession of the demised premises remaining shall
5 be promptly surrendered to the COUNTY as if the term hereof
6 shall have come to an end.

7
8 If, however, only a part of said demised premises
9 or of the right and interest of the AUTHORITY in or to the same
10 shall be condemned, taken or acquired, and the remaining is
11 sufficient to conduct the operation thereof for airport and
12 air terminal purposes, or other established public purposes,
13 then, and in such event, the obligations of the AUTHORITY under
14 the provisions of this Agreement relating to rent as well as
15 under other provisions of this Agreement, shall continue and
16 remain unaffected by such condemnation, taking or acquisition.

17
18 17. INSPECTION:

19 The COUNTY reserves the right at all times of
20 free access to all portions of the demised premises for the
21 purpose of inspection, during reasonable times, upon reasonable
22 notice.

23
24 18. PROMOTION OF AIRPORT ACTIVITIES AND SUPERVISION:

25 The AUTHORITY agrees to use diligent efforts to
26 promote aeronautical activities at the airport and to secure
27 persons who wish to base their aeronautical activities at the
28 airport, either as fixed-base users or non-scheduled air
29 carriers, or as lessees, and to promote other types of revenue
30 producing businesses and recreational activities at the airport.

31
32 The AUTHORITY shall supervise the airport and

1 all activities thereon in a businesslike and prudent manner,
2 and shall cooperate with the COUNTY in securing compliance by
3 other airport users of pertinent laws and regulations and of
4 the terms of any agreement or lease relative to the use of the
5 airport.

6
7 19. TERMINATION BY COUNTY:

8 The COUNTY shall have the right to terminate
9 this Agreement in its entirety or to enforce this Lease by any
10 appropriate remedy immediately upon the happening of any of
11 the following events:

- 12
- 13 a. Filing of a petition, voluntarily or in-
14 voluntarily, for the adjudication of the
15 AUTHORITY as a bankrupt;
- 16
- 17 b. The making by the AUTHORITY of any general
18 assignment for the benefit of creditors;
- 19
- 20 c. The occurrence of any act which operates to
21 deprive the AUTHORITY permanently of the
22 ability to perform its duties under this
23 Agreement (except suspension of operations
24 resulting from war or national emergency);
- 25
- 26 d. The abandonment of operations at the airport
27 by the AUTHORITY;
- 28
- 29 e. The failure by the AUTHORITY to perform,
30 keep and observe any and all of the terms,
31 covenants, and conditions herein contained
32 on the part of the AUTHORITY to be performed,

1 kept, or observed after the expiration of
2 ninety (90) days from the date written notice
3 has been given to the AUTHORITY by the COUNTY
4 to correct such default or breach, provided
5 that the COUNTY shall extend said period in
6 the event the AUTHORITY shall furnish satis-
7 factory evidence that it is continuously
8 and diligently attempting to correct such
9 default or breach.

10
11 20. TERMINATION BY AUTHORITY:

12 Should the COUNTY fail to observe any provisions
13 of this Agreement, written notice of such delinquency shall be
14 given by the AUTHORITY; if such delinquency continues uncured
15 for ninety (90) days after receipt of such notice, the AUTHORITY
16 may elect to terminate this Agreement in its entirety or en-
17 force this Lease by any appropriate legal remedy.

18
19 21. NOTICES:

20 All notices required to be sent by either party
21 to the other shall be in writing and shall be forwarded by
22 certified mail, addressed as follows:

23
24 TO THE COUNTY: COUNTY BOARD OF SUPERVISORS
25 Mohave County Courthouse
Kingman, Arizona 86401

26
27 TO THE AUTHORITY: MOHAVE COUNTY AIRPORT
28 AUTHORITY, INC.
29 730 East Beale Street
Kingman, Arizona 86401

30
31 All communications shall be forwarded to the
32 above addresses until notice in writing of change of address is

1 forwarded by either party to the other by certified mail.
2

3 22. COUNTY AID:

4 In order to assure a smooth transition of the
5 operation of the demised facilities, the COUNTY covenants and
6 agrees to retain and pay the present employee positions through
7 the 30th day of June, 1980. Such employee positions shall be
8 under the control and direction of the COUNTY but shall work in
9 cooperation with the AUTHORITY in the management and operation
10 of the demised facilities. The AUTHORITY may terminate this
11 provision of this Lease Agreement, for any reason, upon sixty
12 (60) days written notice to the COUNTY.
13

14 23. NON-DISCRIMINATION:

15 AUTHORITY shall make no distinction among persons
16 entitled to the benefit of use of the premises, nor shall it
17 discriminate against any employee or applicant for employment
18 on the premises, on the basis of race, color, creed, sex or
19 national origin in accordance with state or federal laws. Any
20 violation of this clause by the AUTHORITY shall constitute a
21 material breach of this agreement.
22

23 24. SEVERABILITY:

24 It is determined that any specific clause
25 or provision is prohibited by law, then that provision shall
26 be null and void, but shall not affect the other provisions of
27 this Agreement, which nevertheless remain in full force and
28 effect.
29

30 25. BINDING EFFECT:

31 This Agreement shall be binding upon the parties
32 and successors in office and successors in interest of the

1 parties hereto.

2

3 IN WITNESS WHEREOF, the parties have hereunto set
4 their hands the day and year first above written.

5

6

THE BOARD OF SUPERVISORS OF
MOHAVE COUNTY, STATE OF ARIZONA

7

8

By Frank B. Bailey

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ATTEST:

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Gail Kesler

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MOHAVE COUNTY AIRPORT AUTHORITY,
INC.

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By Gary Kelly
Its President

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ATTEST:

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Secretary

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EXHIBIT A

Legal Description
Mohave County Airport Industrial Authority

A parcel of land in T22N, R16W, G. & S.R.B. & M., Mohave County, Arizona, being a portion of Sections 14, 23, 24, 26, 27, 33, and 34 and all of Sections 25, 35, and 36 being more particularly described as follows:

Beginning at the Southeast Standard Corner of T22N, R16W (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Arizona West Zone State Plane Grid Coordinates X-448554.79, Y-1542459.95, basis of bearings being Grid North in said West Zone, multiply ground distances by 0.999775 to get grid distances, for more detailed information see the Mohave County Airport Cadastral Survey Job No. 21025 on file in the Mohave County Department of Engineering;

Thence N00°07'56"E along the East line of Section 36 a distance of 2641.07 feet to the East One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-448560.89, Y-1545100.42;

Thence N00°08'44"E along the East line of Section 36 a distance of 2640.88 feet to the Northeast Corner thereof (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-448567.60, Y-1547740.70;

Thence N00°07'52"E along the East line of Section 25 a distance of 2640.60 feet to the East One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-448573.64, Y-1550380.70;

Thence N00°09'03"E along the East line of Section 25 a distance of 2641.11 feet to the Northeast Corner thereof (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-448580.59, Y-1553021.21;

Thence N89°49'47"W along the North line of Section 25 a distance of 2636.02 feet to the North One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-445945.18, Y-1553029.04;

Thence N00°05'36"E along the North-South Mid-Section line of Section 24 a distance of 2312.27 feet to a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-445948.94, Y-1555340.79;

Thence N89°47'39"W along the Airport Boundary a distance of 2645.21 feet to a 2 1/4" O.D. Iron Pipe W/Pipe Cap on the West line of Section 24 having Grid Coordinates X-443304.34, Y-1555350.29;

Thence N00°10'48"E along the West line of Section 24 a distance of 330.56 feet to the West One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-443305.38, Y-1555680.77;

Thence N00°10'31"E along the West line of Section 24 a distance of 2643.87 feet to the Northwest Corner thereof (an Original U.S.G.L.O. 2" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-443313.47, Y-1558324.03;

Thence N00°02'54"E along the East line of Section 14 a distance of 1081.05 feet to the Southeasterly A.T. & S.F. Railroad Right-of-Way line and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-443314.38, Y-1559404.84;

Thence S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 1375.32 feet to the South line of Section 14 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-442459.88, Y-1558327.58;

Thence continuing S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 6719.64 feet to the South line of Section 23 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-438284.95, Y-1553064.20;

Thence continuing S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 430.26 feet to the East line of Section 27 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-438017.63, Y-1552727.19;

Thence continuing S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 6307.54 feet to the North line of Section 34 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-434098.74, Y-1547786.60;

Thence continuing S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 2224.70 feet to the West line of Section 34 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-432716.52, Y-1546044.03;

Thence S00°08'10"W along the West line of Section 34 a distance of 161.32 feet to the Southeasterly A.T. & S.F. Railroad Right-of-Way line and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-432716.14, Y-1545882.75;

Thence S38°25'17"8W along said A.T. & S.F. Right-of-Way line a distance of 4304.68 feet to the South line of Section 33 and a 2 1/4" O.D. Iron Pipe W/Pipe Cap having Grid Coordinates X-430041.62, Y-1542510.97;

Thence S89°49'59"E along the South line of Section 33 a distance of 25.67 feet to the South One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-430067.28, Y-1542510.89;

Thence S89°50'10"E along the South line of Section 33, a distance of 2641.42 feet to the Southeast Corner thereof (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-432708.10, Y-1542503.34;

Thence S89°50'37"E along the South line of Section 34 a distance of 2641.31 feet to the South One-Quarter Corner thereof (a 1" O.D. Iron Pipe W/Tag P.E. 1855) having Grid Coordinates X-435348.81, Y-1542496.13;

Thence S89°50'41"E along the South line of Section 34 a distance of 2641.34 feet to the Southeast corner thereof (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-437989.55, Y-1542488.97;

Thence S89°50'20"E along the South line of Section 35 a distance of 2642.15 feet to the South One-Quarter Corner thereof (an Original U.S.G.L.O. 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-440631.10, Y-1542481.54;

Thence S89°51'03"E along the South line of Section 35 a distance of 2641.06 feet to the Southeast corner thereof (an Original U.S.G.L.O. 3" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-443271.56, Y-1542474.66;

Thence S89°49'55"E along the South line of Section 36 a distance of 2642.00 feet to the South One-Quarter Corner thereof (an Original 1" O.D. Iron Pipe W/Brass Cap) having Grid Coordinates X-445912.96, Y-1542466.91;

Thence S89°50'57"E along the South line of Section 36 a distance of 2642.43 feet to the Point of Beginning;

EXCEPT for the following three parcels of land:

Parcel 1 - General Cable Corporation as recorded in Book 245 of Deeds, pages 209-211, and described as follows:

A parcel containing 56.104 acres, more or less, being a part of Section 26 and a part of Section 27, T22N, R16W, G. & S.R.B. & M., Mohave County, Arizona, said parcel being more particularly described as follows:

Beginning at a point which lies S73°19'19"W, a distance of 3753.47 feet from the Northeast corner of said Section 26; thence N45°00'W, a distance of 930.00 feet; thence Northwesterly along the arc of a curve, concave to the Southwest and having a radius of 175.00 feet and a central angle of 90°00', an arc distance of 274.89 feet; thence S45°00'W, a distance of 844.16 feet; thence Southwesterly along the arc of a curve, concave to the Southwest and having a radius of 849.95 feet and a central angle of 6°44', an arc distance of 99.88 feet; thence S38°16'W, a distance of 1060.84 feet; thence Southwesterly along the arc of a curve, having a radius of 20.00 feet and a central angle of 83°16', an arc

distance of 29.07 feet; thence S45°00'E, a distance of 397.82 feet; thence N45°00'E, a distance of 41.00 feet; thence S45°00'E, a distance of 100.25 feet; thence S45°00'W, a distance of 41.00 feet; thence S45°00'E, a distance of 486.82 feet; thence Southeasterly along the arc of a curve, concave to the Northeast and having a radius of 20.00 feet and a central angle of 90°00', an arc distance of 31.42 feet; thence N45°00'E, a distance of 2120 feet; thence Northeasterly along the arc of a curve concave to the Northwest and having a radius of 50.00 feet and a central angle of 90°00', an arc distance of 78.45 feet to the Point of Beginning.

Parcel 2 - Tucker Cosco

A portion of the West one-half of Section 26, T22N, R16W, G. & S.R.B. & M., Mohave County, Arizona, being more particularly described as follows:

Beginning at the West One-Quarter Corner of said Section 26 (an Original U.S.G.L.O. 1" I. Pipe W/B.C.) Having Arizona West Zone Transverse Mercator Grid Coordinates of X-438011.55, Y-1550423.87 (Basis of bearings herein being grid North in said West Zone and distances being ground-ground to grid factor = 0.999775);

Thence S33°42'17"E a distance of 618.35 feet to the True Point of Beginning which is the Westerly Corner of the parcel being described and is marked by a 5/8" Rebar W/Alum. Cap;

Thence N45°07'35"E along the Southeast R/W line of Interstate Way (8th Street, a 70' wide street) a distance of 1545.00 feet to a 5/8" Rebar W/Alum. Cap;

Thence S44°52'07"E a distance of 650.00 feet to the Northwest R/W line of the Railroad Spur and is marked by a 5/8" Rebar W/Alum. Cap;

Thence S45°07'35"W along said Railroad Spur R/W a distance of 1545.00 feet to a 5/8" Rebar W/Alum. Cap;

Thence N44°52'07"W a distance of 650.00 feet to the True Point of Beginning.

The above described parcel contains an area of 23.054 acres.

Parcel 3 - Bertolini Engineering Company

A portion of the Southwest One-Quarter of Section 26, T22N, R16W, G. & S.R.B. & M., Mohave County, Arizona, being more particularly described as follows:

Beginning at the West One-Quarter Corner of said Section 26 (an Original U.S.G.L.O. 1" Iron Pipe W/B.C.) having Arizona West Zone Transverse Mercator Grid Coordinates of X-438011.55, Y-1550423.87 (basis of bearings herein being grid North in said West Zone and distances being ground-ground to grid factor = 0.999775);

Thence S49°03'13"E a distance of 1305.11 feet to the true point of beginning which is the Westerly corner of the parcel being described and which is also a point on the Southeast R/W line of the railroad spur, and is marked by a 5/8" Rebar W/Alum Cap;

Thence N45°07'35"E along said R/W line a distance of 1140.88 feet to a 5/8" rebar W/Alum. Cap;

Thence S44°52'07"E a distance of 745.00 feet to a 5/8" rebar W/Alum. Cap;

Thence S45°07'35"W a distance of 1140.88 feet to a 5/8" rebar W/Alum. Cap;

Thence N44°52'07"W a distance of 745.00 feet to the true point of beginning.

The above described parcel contains an area of 19.51 acres.

The Mohave County Airport as described above, less the three Exceptions, contains an area of 3910.4 acres more or less.

EXHIBIT B

Legal Description
Bullhead Airport Lease

A portion of Section 30 and 31, T21N, R21W, G. & S.R.B. & M., Mohave County, Arizona, being more particularly described as follows:

Beginning at the South One-Quarter Corner of said Section 31, a U.S.G.L.O. Brass Capped Iron Pipe;

Thence West along the township line a distance of 594.69 feet to the True Point of Beginning;

Thence N03°22'15"E a distance of 5912.5 feet;

Thence N86°37'45"W a distance of 1000.40 feet;

Thence S03°22'00"W a distance of 5971.3 feet to said township line and the original Southwest corner of the Bullhead Airport Lease Parcel;

Thence East along the township line a distance of 1001.68 feet to the True Point of Beginning.

EXCEPT for the following Post Office Parcel:

A portion of Government Lot 4, Section 31, T21N, R21W, G. & S.R.B. & M., Mohave County, Arizona, being more particularly described as follows:

Beginning at the South One-Quarter Corner of said Section 31, a U.S.G.L.O. Brass Capped Iron Pipe;

Thence West along the township line a distance of 1596.37 feet to the original Southwest corner of the Bullhead Airport Lease Parcel as described above being the True Point of Beginning;

Thence N03°22'E along the West line of the original Bullhead Airport Lease Parcel a distance of 224.29 feet;

Thence East and parallel to the township line a distance of 138.96 feet to a point;

Thence S05°39'W and parallel to the East Right-of-way line of the Mohave Valley Highway (State Route 95) a distance of 225.00 feet to a point on said township line;

Thence West along said township line a distance of 129.98 feet to the True Point of Beginning.

This parcel, excluding the Post Office Parcel, contains an area of 135.74 acres more or less.

The above described parcel contains an area of 2,305.4 Acres.

Point of Beginning.

Thence N 44° 51' 07" W a distance of 650.00 feet to the True

of 15.45.00 feet to a 5/8" Rebar W/Alum. cap;

Thence S 45° 07' 35" W along said Railroad spur R/W a distance

W/Alum. cap;

R/W line of the Railroad spur and is marked by a 5/8" Rebar

Thence S 44° 52' 07" E a distance of 50.00 feet to the Northwest

Rebar W/Alum. cap;

Thence N 45° 07' 35" E along the Southeast R/W line of Interstate

Way (8th St. a 70' wide street) a distance of 15.45.00 feet to a 5/8"

being described and is marked by a 5/8" Rebar W/Alum. cap;

Point of Beginning which is the Westerly corner of the parcel

Thence S 33° 42' 17" E a distance of 618.35 feet to the True

being ground-ground to grid factor = 0.999775;

of bearings here it being grid North in said West zone and distances

Mercator Grid coordinates of X = 432011.55, Y = 1550423.87 (basis

(on Original US 60 1" Pipe W/EC) having Arizona West zone, Transverse

Beginning at the West one quarter corner of said Section 26

Follows:

122 N. ...
more particularly described as follows:

Beginning at the West one quarter corner of said
Section 26 (An Original 1/4 Sec 1" Iron Pipe w/6")
having Arizona West Zone, Transverse Meridian
Grid Coordinates of $X = 438011.55$, $Y = 1550423.57$
(basis of bearings herein being grid North in said
West Zone and distances being ground-ground
to grid factor = 0.999775)?

Thence $S 49^{\circ} 09' 13'' E$ a distance of 1305.11 feet
to the true point of beginning which is the westerly
corner of the parcel being described and which is
also a point on the South East River of the Railroad
spur, and is marked by a 5/8" Rebar w/ aluminum cap.]

Thence $N 45^{\circ} 07' 35'' E$ along said R/W line a distance of
1140.88 feet to a 5/8" rebar w/ aluminum cap.
Thence $S 49^{\circ} 32' 07'' E$ a distance of 1950.00 feet to a
5/8" rebar w/ aluminum cap.

Thence $S 45^{\circ} 07' 35'' W$ a distance of 1140.65 feet to a
5/8" rebar w/ aluminum cap.
Thence $N 44^{\circ} 52' 07'' W$ a distance of 1945.00 feet to the
true point of beginning

The above described parcel contains an area 19.51 acres