



September 14, 2020

Washoe County Board of Commissioners  
c/o Washoe County Sheriff's Office  
1001 E. Ninth Street  
Reno, NV 89512

RE: Letter of Intent for Ground Lease at Reno-Stead Airport

Dear Washoe County Commissioners:

This letter of intent (the "Letter") is intended to summarize the principal terms of a proposed Ground Lease (the "Lease") between the Reno-Tahoe Airport Authority ("RTAA") as lessor and Washoe County as lessee, for the RTAA-owned real property located at the Reno-Stead Airport ("RTS") more particularly described in Exhibit A of the attached Non-Binding Term Sheet (the "Property").

To reiterate our discussions and assumptions, Washoe County is interested in leasing the Property to site a sprung structure for the purpose of housing the Washoe County Sheriff's Regional Aviation Enforcement Unit, search and rescue assets and other emergency response assets. The following are the principal terms and condition of the Lease:

1. The Premises and water rights thereto are currently under a Master Development Agreement and the availability of the Premises and water rights are subject to the land release from the Master Development Agreement, which is scheduled to go before the RTAA Board of Trustee on November 12, 2020. If the Property is released, but not the water rights, Washoe County will be solely responsible for acquiring water rights.
2. Subject to RTAA site plan review and the condition of no remnant parcels, RTAA will lease to Washoe County approximately 1.70 acres of land, in As-Is condition. The Lease Term will be for 20 years.
3. Washoe County is solely responsible for securing Federal Aviation Administration ("FAA") and environmental approvals required to site the sprung structure and any other improvements to the Property. Proposed improvements to be constructed, including siting of the sprung structure, will be subject to the RTAA's design review process including RTAA's Land



Development Tenant Improvement Permit process, as well as all State and City of Reno regulations and permits.

4. Washoe County is responsible for conducting all due diligence. Washoe County may enter into a Right of Entry Hold Harmless Agreement with the RTAA to access the Property for a due diligence period.

5. Washoe County will be solely responsible for all costs of design, development, construction, ownership and maintenance of the sprung structure and other improvements to the Premises. Washoe County will be solely responsible for all utilities and taxes. Improvements constructed, installed or erected on the Premises become part of Lessor's property upon expiration or termination at which time all improvements revert to the RTAA.

6. Rent will be paid by Washoe County to the RTAA in the form of mutually agreeable in-kind services provided by Washoe County to the RTAA and equivalent to the fair market rental value of the Property (\$19,240 annual rental value). Lessee will provide an exhibit of said in-kind services. Annually, Lessee to provide a statement of services provided to include the total estimated monetary value of those services.

7. Additional Lease terms and conditions are outlined in the attached Non-Binding Term Sheet.

8. It is understood that final terms require approval of the RTAA Board of Trustees.

This Letter is non-binding and merely expresses the understandings the parties are prepared to incorporate into business terms for consideration and approval by the RTAA's Board of Trustees. Upon RTAA Board approval, the parties will enter into a Right of Entry Hold Harmless Agreement and a Lease that will be binding only upon its signature by duly authorized representatives of both parties. If you concur with the aforementioned, please sign below.

Sincerely,



Reno-Tahoe International Airport

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed and Accepted:

Washoe County Board of Commissioners

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_