

NF
Airport
Dwight Briggs

AIRPORT REAL PROPERTY LEASE AGREEMENT AMENDMENT

92.044

This amendment to the airport real property lease agreement is made on June 4, 1992, between Douglas County, by the Douglas County Board of Commissioners, (Landlord), whose address is Post Office Box 218, Minden, Nevada, 89423, and Nevada Air/Military Museum, (Tenant), whose address is Post Office Box 60813, Reno, Nevada, 89506, who agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Douglas County Airport in the amended Exhibit "A", (premises) and the appurtenant rights included in paragraph 8.

2. RENT. Tenant is a non-profit corporation, as recognized by the State of Nevada, whose operation will enhance the Douglas County Airport and generate revenues directly to Douglas County through tourism. In consideration of these benefits Tenant shall pay to Landlord for the initial four and one one hundredth, (4.01 acres), as minimum monthly rent without deduction, setoff, prior notice or demand.

- a) Ninety dollars and sixty three cents, (\$90.63), plus the amount as adjusted below,
- b) Five percent (5%) of the gross receipts from all gate and all commercial or concession operations conducted, or allowed, by Tenant.

The minimum monthly rent in 3(a) shall be adjusted as Tenant takes beneficial possession of any additional property which has been set aside as identified in the amended Exhibit "A". The readjustment will reflect the current property appraisal as identified by the current Douglas County Airport Fee Resolution for unimproved land, or, at the fee similar to that of the amended four and one one hundredth acres, (4.01 acres), discretionary to the Douglas County Board of Commissioners.

FILED

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BARBARA L. MEL
CLERK

BY W. L. ... DEPUTY

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14. BUILDINGS AND IMPROVEMENTS. Tenant shall construct improvements in accordance with the amended Exhibit "B" and shall remove at his cost all buildings and improvements upon termination of the agreement and restore the premises to its original condition. Title shall at all times remain in the Tenant, but the County shall have the option on termination to take title of the buildings and improvements in lieu of removal at no cost or obligation to the county.

APPROVED AS TO FORM:

LANDLORD
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEVADA

Robert J. Morris
DISTRICT ATTORNEY

[Signature]
MICHAEL E. FISCHER, CHAIRMAN

APPROVED AND RECOMMENDED
AS TO CONTENTS

TENANT

[Signature]
AIRPORT MANAGER

[Signature]
DIRECTOR

[Signature]
DIRECTOR

[Signature]
DIRECTOR

[Signature]
DIRECTOR

DIRECTOR
NEVADA AIR/MILITARY MUSEUM

ATTEST:

Barbara J. Reed by wh
BARBARA J. REED, Clerk

DATED: June 12, 1992

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AMENDED EXHIBIT "A"
DESCRIPTION

NEVADA AIR MUSEUM LEASE PARCEL

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located in a portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, described as follows:

Commencing at Douglas County Airport Control Monument #2 as shown on that Record of Survey #14 for Douglas County, Nevada as recorded December 12, 1985, in book 1285 at page 933 as Document No. 128085; thence South 45°31'02" West, 805.46 feet; thence North 44°28'58" West, 525.00 feet; thence North 44°28'58" West, 100.00 feet; thence North 11°07'58" West, 119.71 feet; thence North 41°12'22" East 139.56 feet to the POINT OF BEGINNING; thence North 89°34'00" West, 171.14 feet; thence North 00°26'00" East, 319.70 feet; thence along the arc of a curve to the right having a radius of 30.00 feet, central angle of 90°00'00" and arc length of 47.12 feet; thence South 89°34'00" East, 487.36 feet; thence South 00°26'00" West, 301.74 feet; thence South 45°31'02" West, 59.01 feet; thence North 89°28'58" West, 197.99 feet; thence North 44°28'58" West, 72.00 feet; thence South 45°31'02" West, 60.00 feet; thence South 41°12'22" West, 20.08 feet to the POINT OF BEGINNING.

Containing 175,041 square feet, more or less.

See attached Exhibit "A".

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: TURNER & ASSOCIATES, INC.
Land Surveying
P.O. Box 5067
Stateline, Nevada 89449

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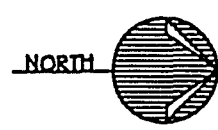
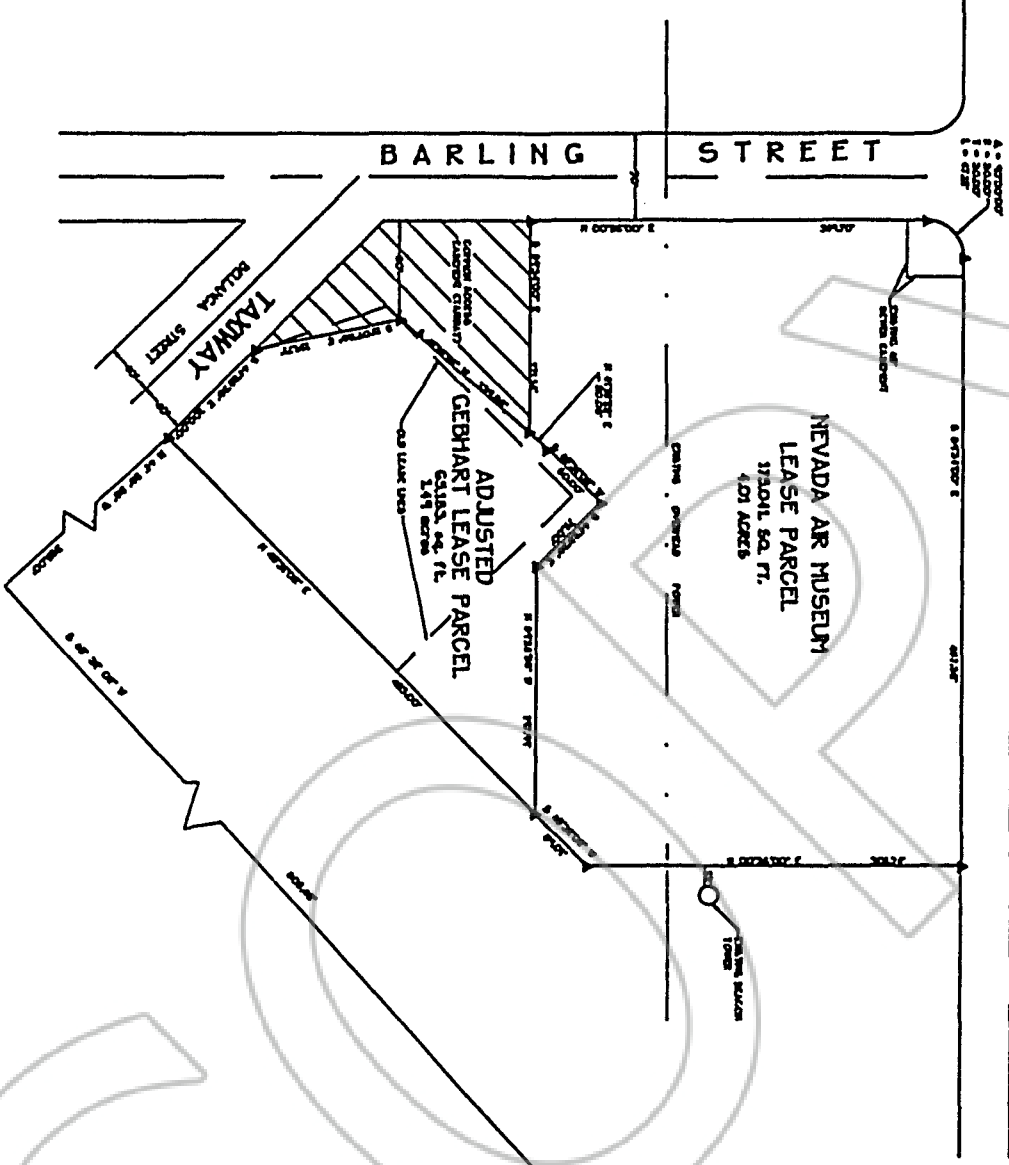
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AMENDED
EXHIBIT

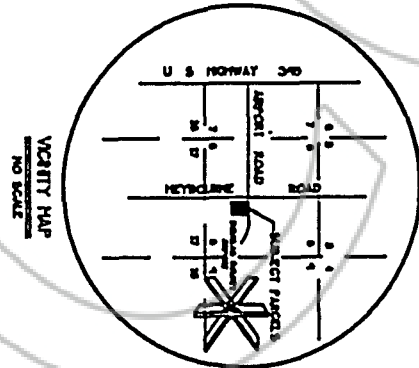
" A "

AIRPORT ROAD

BARLING STREET



LEGEND
A 100' X 100' PER 100' OF 100' X 100' 100'

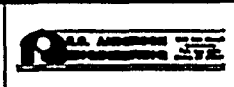


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DOUGLAS COUNTY AIRPORT
ADJUSTED LEASE PARCELS

DATE
DRAWN
CHECKED
BY
SCALE
SHEET C1



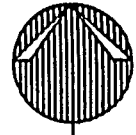
AMENDED EXHIBIT "A"

NEVADA DIVISION OF FORESTRY

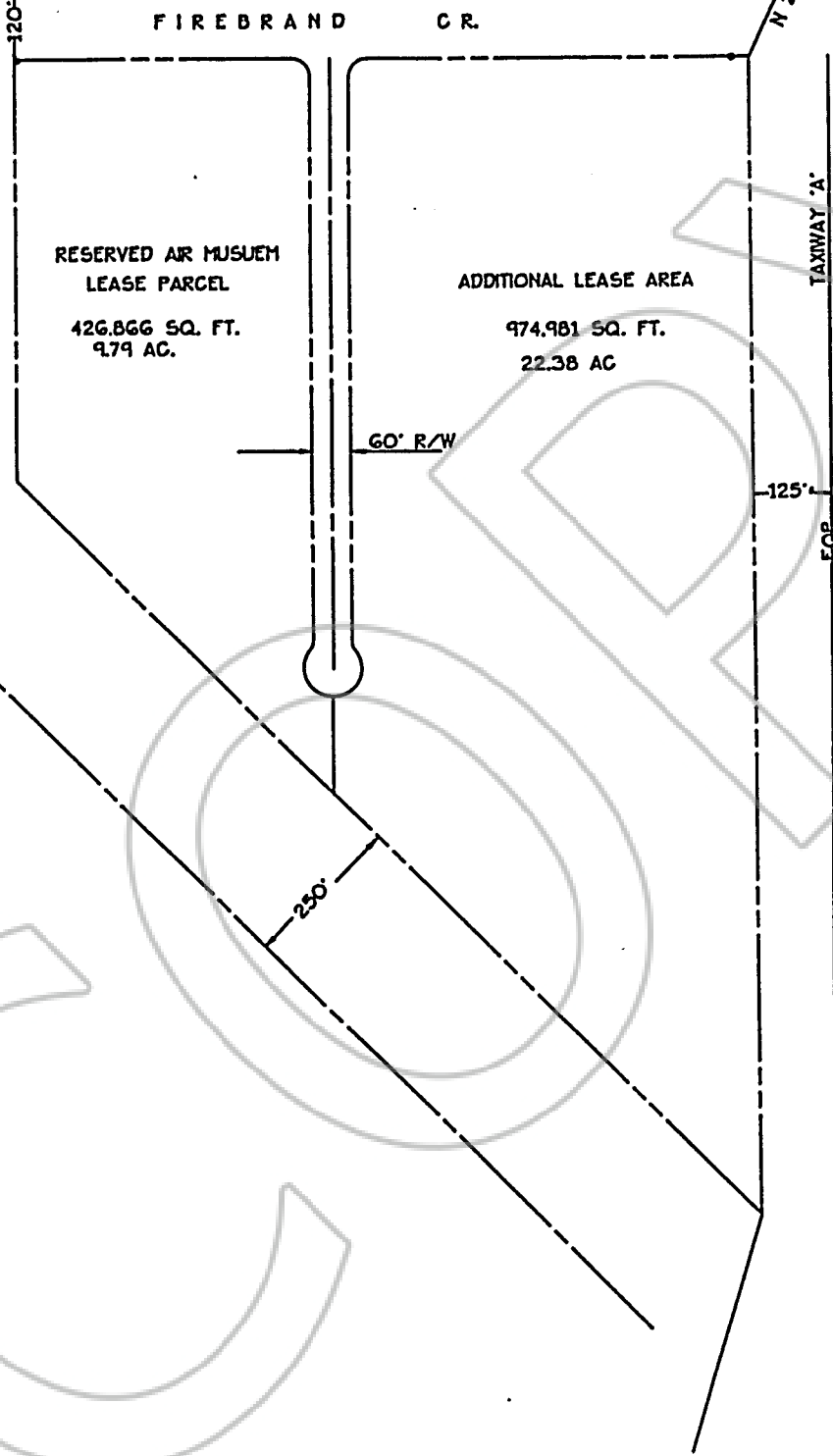
ROADWAY +
DITCH EASEMENT

FIREBRAND C.R.

N 24°54'41" E. 1591.5'



NORTH
1" = 300'



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AMENDED EXHIBIT B
CONSTRUCTION EXHIBITS

If required by any federal, state or local agency, the Tenant shall prepare and submit an environmental impact statement to measure the effect of the proposed project on the ecology of the area. 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 county.

Tenant shall be required to furnish to the county 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 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 may be applicable to the construction of improvements on the operations and uses of the Premises.

A. Construction Phasing.

(1) Phase I: The improvements, a building of a minimum of two thousand square foot in size, (2,000 square feet), paving, display areas and facilities on the first four and one one hundredth acres, (4.01 acres), shall be constructed and developed, or, permits through Douglas County Public Works be issued, or, permits applied for, for the minimum improvements within one year from the effective date of this lease amendment agreement, (June

4, 1992). If Tenant has applied for or is in possession of the permits for the minimum improvements on or before June 4, 1993, Tenant shall have until June 4, 1994 to satisfy the minimum building construction. In addition, the entire four and one one hundredth acres, (4.01 acres), shall be fully developed, occupied and utilized, or in substantial compliance to satisfying these requirements, on or before June 4, 1994.

(2) Phase II: Tenant has the first right of refusal for the remaining nine ± acre parcel.

Tenant will have thirty, (30), days in which to initiate an agreement with Douglas County upon receiving written notice from Landlord of a valid offer to lease parcel or portion thereof. Failure by Tenant to respond to Landlord within the thirty, (30), day period after notice by Landlord, or, Tenant fails to secure a lease from Landlord for the remaining nine ± acre parcel within 60 days after Tenant's date of exercise of right of first refusal, Tenant will immediately lose all rights to the nine ± acre parcel as identified in Exhibit "A".

Failure to fully develop the nine ± acre parcel, (as identified in Exhibit "A"), including all improvements, building(s), paving, display areas and facilities for the entire nine ± acres, by October 4, 1998, will cause Tenant's right to utilize the nine ± acre parcel to expire.

B. Failure to use Property: Failure by Tenant to satisfy the requirements as set forth in Phase I & II above may result in default of this agreement and Landlord may, at his discretion, disallow the use of any, or all, property within the parcels as identified in the amended Exhibit "A".

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 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. The term "Trade Fixtures" 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.

A. Dwight Briggs
Airport Manager

John H. Balfour
Tenant

COPY

CERTIFIED COPY

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

DATE: June 12, 1992
B. REED CLERK 924 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *William Harrington* Deputy

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IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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