

cc Carol Clerk-Civil?

FILED  
NO. 99.204

APPROVED DECEMBER 16, 1999 COMMISSIONERS MEETING

'99 DEC 20 A9:27

**Second Amendment to Monolith Enterprises, Inc.  
Airport Lease Agreement**

BARBARA REED  
CLERK  
*[Signature]*  
DEPUTY

This second amendment to the airport real property lease agreement dated January 1, 1999, is made on December 16, 1999 between Douglas County, by the Douglas County Board of Commissioners, ("Landlord"), whose address is Post Office Box 218, Minden, Nevada 89423 and Monolith Enterprises, Inc., ("Tenant"), whose address is 8019 94<sup>th</sup> Avenue N.E., Arlington, Washington 98223.

**Recitals**

This amendment of lease is made with reference to the following facts and objectives:

- a. Landlord entered into a lease agreement with an effective date of January 1, 1999 with Tenant, Monolith Enterprises, Inc., to lease a parcel on P-51 Court. The lease is recorded as document 0456093 in book 1298, page 2177.
- b. On May 6, 1999 the lease agreement was amended to increase the size of the parcel and the amount of monthly rent. The amendment is recorded as document 0469041 in book 0599, page 5660.
- c. The Tenant, Monolith Enterprises, Inc., desires to amend its lease to increase the initial one-year option to terminate to a two-year option and change the construction time requirement from one (1) year to two (2) years.

The Landlord and Tenant agree to the following amendment by replacing the existing paragraphs with the following language.

1. Paragraph 5. Option to Terminate  
 Tenant shall have the option to terminate this lease for up to two (2) years from the date of commencement of the lease on 30 days written notice. After two (2) years or the date of issuance of a building permit for any improvements on the premises, whichever is first, this offer to terminate expires.

2. Paragraph 6. Rent  
 The first three sentences are replaced with the following:

Site Rent. Tenant shall pay County a monthly rent for use of premises, payable in advance on the first day of each month during the term of the lease. The initial monthly rent for the first two (2) years is \$391.05 (156,420 sq. ft. x \$0.03/12 months). Starting on the second year anniversary, the monthly rent will increase.

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3. Exhibit "B" is modified by adding the following language and amending paragraph B:

The tenant will construct the following improvements:

A four-phase planned business aviation park including hangars, office space, and taxiways. Tenant must construct the 35-foot taxiway on the north of the premises to taxiway A with the phase that exists on the north, if not already constructed. Tenant is responsible for half the cost of construction of the taxiway next to the north side of the premises and the adjacent Tenant to the north of the taxiway is responsible for the other half of the cost. Before giving written approval of plans for the project, the director must approve either: 1) an agreement between the Tenants to pave the taxiway; 2) an agreement for the Tenant that constructs the taxiway to be reimbursed for the additional cost by reducing the lease payments for a period of 10 years or less; or 3) an agreement to pay the County the Tenant's half of the cost of the existing taxiway. The Tenant must construct the taxiway on the south of the premises with the phase that exists on the south. Tenant is responsible for the full cost of the taxiway on the south of the premises.

B. Construction Schedule. The tenant must begin construction of the improvements within two (2) years after the commencement of the lease. Tenant shall complete construction of at least one (1) phase in two (2) years from date of issuance of building permits. Each succeeding phase must be completed within two (2) years or the completion of the previous phase. Tenant will build up to four (4) phases to complete the project.

Landlord  
Douglas County

Tenant  
Monolith Enterprises, Inc.

By: Jacques Etchegoyhen  
Jacques Etchegoyhen, Chairman  
Douglas County Commissioners

By: Scott Lether  
Scott Lether  
Monolith Enterprises, Inc.

Recommended for Approval and  
Approved as to Content

By: *Jim Braswell*  
Jim Braswell  
Operational Services Director

Approved as to Form

By: *Robert T. Morris*  
FOR Robert T. Morris  
Chief Deputy District Attorney

Attest:

By: *Barbara Reed* by *Sondie Condon*  
Barbara Reed, Clerk      *Chief Deputy Clerk*

**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: *December 20 1999*  
*B. Reed* Clerk of the *JD* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By *Carol M. [Signature]* Deputy

**SEAL**

REQUESTED BY

*Douglas County*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 DEC 20 AM 11:56

LINDA SLATER  
RECORDER

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