

SECOND AMENDMENT TO THE MINDEN-TAHOE AIRPORT

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CLAYTON LAMBERT AIRPORT LEASE AGREEMENT

This Second amendment to the real property lease agreement (LL057) dated November 9, 2000, is made on January 3, 2001, between Douglas County, by the Douglas County Board of Commissioners, ("Landlord"), whose address is Post Office Box 218, Minden, Nevada, 89423, and Clayton Lambert, ("Tenant"), whose address is 165 South 17th Street, San Jose, California, 95112, who agree as follows:

RECITALS

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

- a. Landlord entered into a written lease agreement for the parcel on November 9, 2000, with Clayton Lambert. The lease is recorded as document 0503467, book 1100, pages 3245-3270.
- b. The first amendment to the real property lease agreement was made on June 7, 2001, (document number 0516272, book 0601, pages 2881-2885).
- c. The Tenant desires to amend the lease to increase the size of the parcel and change Exhibit B to show the change in the project's improvements and the proposed phasing.

The parties agree to amend the lease as follows:

6. Rent. The first two sentences after Site Rent are amended as follows: Tenant shall pay County a monthly rent for the use of premises, payable in advance on the first day of each month during the term of this lease. The initial monthly rent amount is \$3,239.10 (285,013 square feet x \$0.131 cents = \$37,336.70 annually / 12 months = \$3,111.39 and 51,084 square feet x \$0.03 cents = \$1,532.52 annually / 12 months = \$127.71). On each five-year anniversary of the commencement date of this second amendment the rent will be adjusted.

Exhibit A2. Is replaced with the attached new survey Exhibit A3.

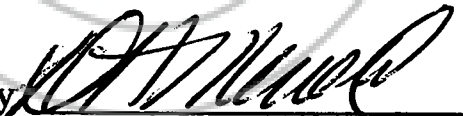
Exhibit B. Is replaced with the attached Exhibit B2.

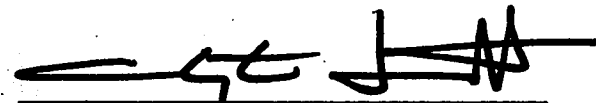
Exhibit C. Is added, the site plan showing the improvements and the phases.

COUNTY

TENANT

DOUGLAS COUNTY,
a political subdivision of the State
of Nevada

By 
DONALD H. MINER
Chair, Douglas County Commissioners

By 
Clayton Lambert

Recommended for approval
and approved as to content:

By *Jim Braswell*
Jim Braswell
Operational Services Director

Approved as to form:

By *Robert J. Morris*
Robert Morris
Chief Deputy District Attorney

Attest:

By *Barbara Reed* Date *1-8-2002*
Barbara Reed, Clerk

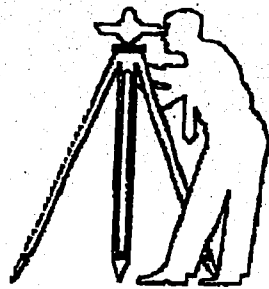
BY: *L. Lynch*, DEPUTY

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HADDAN ENGINEERING, INC.

CIVIL ENGINEERING, SURVEYING & CONSULTING



PROPERTY DESCRIPTION FOR AIRPORT LEASE

A parcel of land located with the East one-half (E½) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the N¼ corner of Section 8, T.13N., R.20E., M.D.B. & M.; thence S. 10° 29' 13" E., 1429.46 feet to the **TRUE POINT OF BEGINNING**; thence S. 89° 59' 38" E., 527.62 feet; thence S. 00° 01' 03" W., 124.59 feet; thence S. 89° 58' 56" E., 310.96 feet; thence N. 71° 24' 06" E., 32.79 feet; thence N. 80° 52' 43" E., 100.61 feet; thence S. 00° 01' 04" W., 864.23 feet; thence N. 45° 10' 56" W., 288.91 feet; thence N. 00° 01' 04" E., 323.20 feet; thence N. 54° 05' 54" W., 178.27 feet; thence N. 89° 58' 23" W., 105.00 feet; thence S. 00° 01' 04" W., 180.00 feet; thence N. 45° 10' 55" W., 725.17 feet to the **TRUE POINT OF BEGINNING**.

Excluding therefrom:

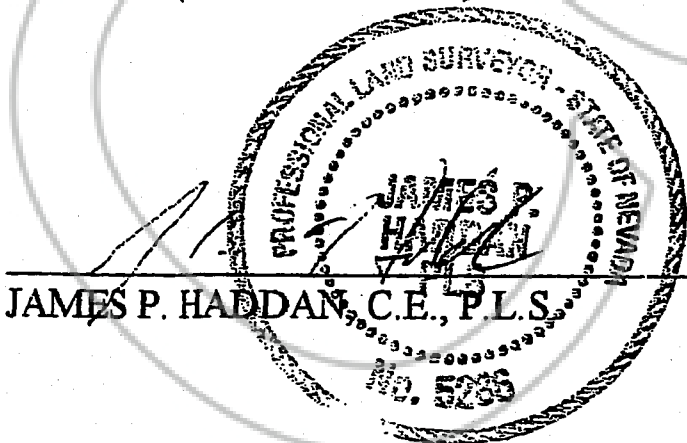
Commencing at the N¼ corner of Section 8, T.13N., R.20E., M.D.B. & M.; thence S. 22° 42' 42" E., 1687.92 to the **TRUE POINT OF BEGINNING**; thence S. 90° 00' 00" E., 84.68 feet; thence S. 64° 05' 50" E., 42.61 feet; thence S. 00° 00' 28" E., 58.39 feet; thence N. 90° 00' 00" W., 105.12 feet; thence N. 45° 13' 17" W., 25.21 feet; thence N. 00° 00' 00" E., 59.24 feet to the **TRUE POINT OF BEGINNING**.

As shown on the attached Exhibit "A", which is made a part hereof.

(Containing 7.72 acres more or less)

BASIS OF BEARINGS: The north-south one-quarter section line of Section 5, T.13N., R.20E., M.D.B. & M., as shown on Record of Survey recorded as Document No. 146699, Douglas County Records. (N. 00° 32' 25" W.)

Exhibit A3



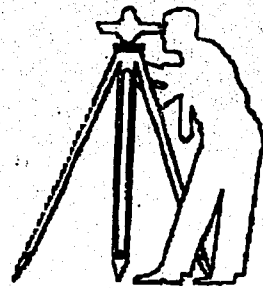
12/4/01
(Date)

JAMES P. HADDAN, C.E., P.L.S.



HADDAN ENGINEERING, INC.

CIVIL ENGINEERING, SURVEYING & CONSULTING

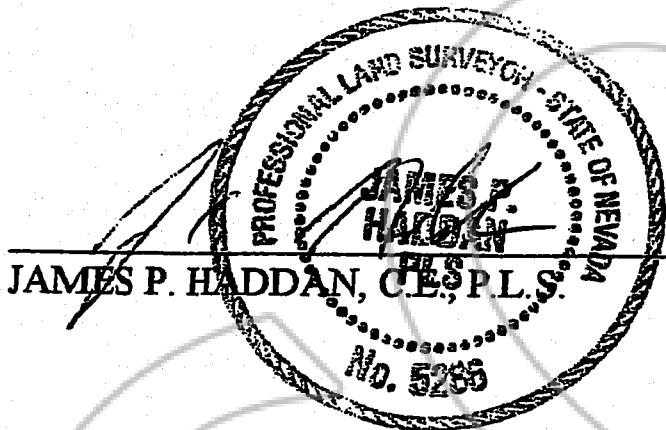


PROPERTY DESCRIPTION FOR WATER TANK SITE

A parcel of land located with the East one-half (E½) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, More particularly described as follows:

Commencing at the N¼ corner of Section 8, T.13N., R.20E., M.D.B.& M.; thence S. 22° 42' 42" E., 1687.92 to the **TRUE POINT OF BEGINNING**; thence S. 90° 00' 00" E., 84.68 feet; thence S. 64° 05' 50" E., 42.61 feet; thence S. 00° 00' 28" E., 58.39 feet; thence N. 90° 00' 00" W., 105.12 feet; thence N. 45° 13' 17" W., 25.21 feet; thence N. 00° 00' 00" E., 59.24 feet to the **TRUE POINT OF BEGINNING**. (Containing 8,956 square feet more or less)

BASIS OF BEARINGS: The north-south one-quarter section line of Section 5, T.13N., R.20E., M.D.B.& M., as shown on Record of Survey recorded as Document No. 146699, Douglas County Records. (N. 00° 32' 25" W.)



JAMES P. HADDAN, C.E., P.L.S.

12/4/01
(Date)

Exhibit A3

FOUND 5/8" REBAR AND CAP NO.3579
1/4 CORNER

LINE TABLE		
LINE	LENGTH	BEARING
L1	105.12	N90°00'00"W
L2	25.21	N45°13'17"W
L3	59.24	N00°00'00"E
L4	84.68	N90°00'00"E
L5	42.61	S84°05'50"E
L6	58.39	S00°00'28"E

1" = 200'

BASIS OF BEARINGS
N00°32'25"W 5326.92

HEYBOURNE ROAD

FOUND 5/8" REBAR AND CAP NO.3579 1/4
CORNER

FOUND 5/8" REBAR AND CAP NO.3579

FOUND CL WELL
MONUMENT

N80°52'43"E 100.61

N71°24'08"E 32.79

S00°01'03"W 124.59

FIREBRAND RD.

S89°58'56"E 310.96

S89°59'38"E 527.62

P-51 COURT
LEASE PARCEL

336,097sq.ft. 7.72ac

TANK SITE PARCEL (NOT A
PART) 8,958sq.ft.

L4

L2

L1

N45°10'55"W 725.17

FOUND 5/8" REBAR AND CAP
NO.5716

S00°01'04"W 180.00

N89°58'23"W 105.00

N54°05'54"W 178.27

N00°01'04"E 864.23

N00°00'58"E 1053.62

30'

30'

N45°10'56"W 288.91

N35°49'24"W 51.23 (TIE)

FOUND CL WELL
MONUMENT

LEGEND:

- - FOUND AS INDICATED
- ⊙ - STREET MONUMENT

BASIS OF BEARINGS

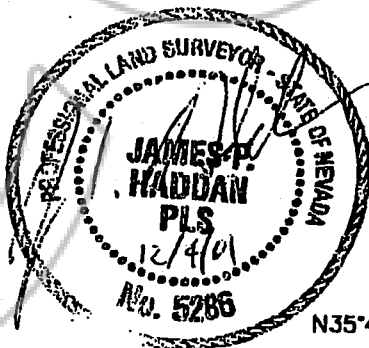
THE NORTH-SOUTH 1/4 SECTION LINE
OF SECTION 8 T.13N., R.20E., M.D.B.&M.
AS SHOWN ON RECORD OF SURVEY RECORDED
AS DOCUMENT NO. 146699 DOUGLAS CO.
RECORDS.(N 00°32'25" W).

REFERENCE DOCUMENTS:

- 1) RECORD OF SURVEY FOR DOUGLAS COUNTY RECORDED
AS DOCUMENT NO. 527095, IN THE OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA.

EXHIBIT 'A'

P-51 COURT LEASE PARCEL
A PORTION OF THE E 1/2 SECTION 8,
T.13N., R.20E., M.D.B.&M.
DOUGLAS COUNTY, NEVADA



HADDAN ENGINEERING

CIVIL ENGINEERING, SURVEYING & CONSULTING
206 S Minnesota Street
Carson City, Nevada 89703

DRAWN BY: PDB DATE: 12/03/01 DRAWING NO.: 1030EKHBMN

Exhibit A3

0531890

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EXHIBIT "B2" - Construction Exhibits

Tenant will construct the following improvements in three phases:

1. Tenant will construct all parking lots, roads, taxiways and aviation ramp areas for this project on and adjacent to leasehold, as shown on Exhibit C, at Tenant's expense. Each phase must have the necessary parking, roads, taxiways, and ramp areas to serve the hangars being built in the phase.
2. Tenant must complete the following according to each phase. Tenant will pipe the current ditch on south side of Firebrand Road. Tenant will pipe the current ditch from existing storm retention pond to western-most end of leasehold along Firebrand Road. Tenant will remove existing construction debris from leasehold site in phase one and ensure remediation in accordance with all Federal, state and local laws.
3. Tenant will landscape its frontage on P-51 Court, the retention area and east side of Firebrand Road by phases as shown in Exhibit C. Tenant will install all security gates and security lighting by phases in accordance with Title 20, FAA and Airport Minimum Standards as shown in Exhibit C.

A. Plans and County's Approval. Tenant shall obtain written approval of all plans for buildings, grading, paving, drainage, utilities, landscaping, or other improvements by the director before construction may be commenced. All construction of improvements must conform with the approved plans and shall be constructed or installed in accordance with all applicable statutes, ordinances, building codes, and rules and regulations of county, and other authority that may have jurisdiction over the premises and Tenant's operations, including, but not limited to the Douglas County Community Development Department, East Fork Fire and Paramedic District or the Federal Aviation Administration. Tenant is solely responsible for determining and obtaining all necessary permits and approvals, and for paying any and all fees required, for the construction. The director's approval of Tenant's plans and specifications does not constitute a representation or warranty as to its conformity.

B. Construction Schedule. Tenant must begin the construction of the improvements within 12 months after the commencement date of the second amendment of the lease, and shall complete the construction of the first phase within 24 months from the commencement date. Phase 2 shall be completed in 48 months. Phase 3 shall be completed in 72 months.

C. Delay of Construction. Upon Tenant's written request to the Board of County Commissioners, the dates in this section may be extended by written approval of the director. This may include time lost as a result of work stoppages, strikes, shortages of material, or acts of God, provided the time lost is entirely beyond Tenant's control. The rent must be paid during any delay.

D. Inspection and Acceptance. Tenant shall obtain building permits and approvals required. All improvements including, but not limited to, buildings, site preparation, sub-grade preparation, paving, drainage, and overall development of the premises, shall be subject to inspection, testing, and acceptance in accordance with applicable law. All asphalt testing must be submitted to County for acceptance and approval within 14 days of construction.

E. Engineering. Tenant must set the necessary boundary stakes on the premises and shall provide any surveys required for the design of the area paving. The director must furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Any material deviation from the approved plans and specification must have prior approval by the director and any required governmental agency.

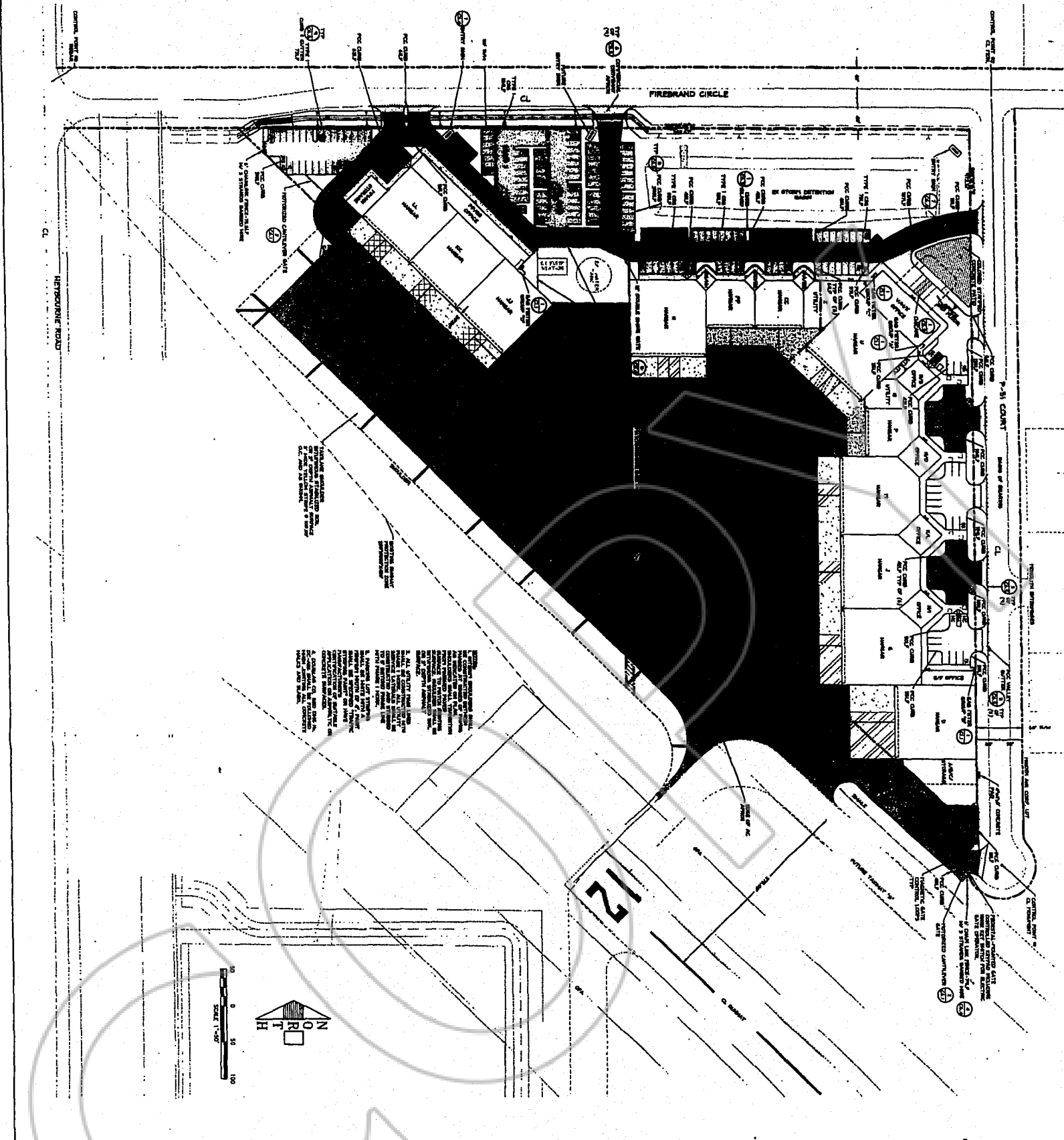
F. Utilities. Upon the prior written approval by the director, Tenant must install other utilities on the premises at its own cost and expense, including all connection, inspection, and service fees. All utilities must be installed underground, unless agreed to in writing by the director and waived by the planning commission. The County may negotiate with Tenant for the over-sizing or extension of utilities to serve other parcels.

G. Paving and Concrete. Tenant must construct the pavement for the aircraft movement areas and the concrete hangar floors to accommodate the heaviest aircraft expected to operate in the area, or fully loaded fuel trucks, whichever is of greater weight, with a minimum expected pavement life of no less than 20 years. Any roadway access must be in accordance with county standards for comparable construction. All taxiway construction must be approved for Acceptance (see Section D. Inspection and Acceptance.)

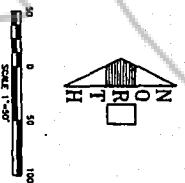
H. Notice of Non-Responsibility. County intends to post and to record a notice of county non-responsibility within 3 days of execution of this agreement. A copy of the notice shall be retained by the director following recordation at the County Recorder's Office.

I. Finish Site Grading. Tenant shall perform, at Tenant's expense, all finish grading of the premises. County will furnish, if available, native material.

J. Frontage Clearances. Tenant must construct the improvements so that all frontages and clearance of the improvements are in compliance with county standards and so they do not encroach upon the building restriction line shown on the ALP.

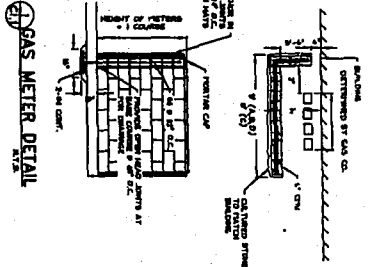


1. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



GENERAL NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 6. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 8. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 10. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	GRAVEL	100	CU YD	100
2	CONCRETE	50	CU YD	50
3	ASPHALT	200	SQ YD	200
4	PAVING	100	SQ YD	100
5	LANDSCAPING	50	SQ YD	50
6	SEWER	100	LINEAL FT	100
7	WATER	100	LINEAL FT	100
8	ELECTRICAL	100	LINEAL FT	100
9	TELEPHONE	100	LINEAL FT	100
10	STREET LIGHTS	100	LINEAL FT	100
11	TRAFFIC SIGNALS	100	LINEAL FT	100
12	STOP SIGNS	100	LINEAL FT	100
13	YIELD SIGNS	100	LINEAL FT	100
14	NO PARKING SIGNS	100	LINEAL FT	100
15	NO STANDING SIGNS	100	LINEAL FT	100
16	NO TRUCKS SIGNS	100	LINEAL FT	100
17	NO BUSES SIGNS	100	LINEAL FT	100
18	NO MOTORCYCLES SIGNS	100	LINEAL FT	100
19	NO BICYCLES SIGNS	100	LINEAL FT	100
20	NO PEDESTRIANS SIGNS	100	LINEAL FT	100
21	NO HORSE CARRIAGES SIGNS	100	LINEAL FT	100
22	NO ROLLING STOCK SIGNS	100	LINEAL FT	100
23	NO TRAILERS SIGNS	100	LINEAL FT	100
24	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
25	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
26	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
27	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
28	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
29	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
30	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
31	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
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47	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
48	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
49	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100
50	NO TRUCKS OVER 10,000 LBS SIGNS	100	LINEAL FT	100



CLAYTON LAMBERT CIVIL SITE PLAN ALPINE WEST CORPORATE AVIATION CENTER	PALMER & LAUDER ENGINEERS, INC. 411 N. Nevada Street Carson City, Nevada 89703 PHONE (775) 884-0470 FAX (775) 884-4328 EMAIL p-l@palmerandlauder.com		The Engineer has not been licensed in the State of Nevada for the purpose of this project. The Engineer is not responsible for the design or construction of any structure or facility shown on this plan. The Engineer is not responsible for the accuracy of any data or information provided to the Engineer. The Engineer is not responsible for the interpretation of any laws or regulations. The Engineer is not responsible for the consequences of any actions taken based on this plan.
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Exhibit C

0531890

BK0102P62105

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 JAN -9 PM 12:40

LINDA SLATER
RECORDER

PAID DEPUTY

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: January 9, 2002
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

0531890

BK0102PG2106

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