

NF

DOC # 0636400
02/10/2005 09:51 AM Deputy: BC

OFFICIAL RECORD

Requested By:
D C/AIRPORT

Assessor's Parcel Number: N/A

Date: FEBRUARY 7, 2005

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 0.00
BK-0205 PG- 3488 RPTT: 0.00



✓ Name: MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

 AGREEMENT #2005.032

(Title of Document)

FILED

NO. 2005-032

2005 FEB -7 PM 3:17

**SECOND AMENDMENT TO
CAIN PROPERTY MANAGEMENT, LLC, LEASE AGREEMENT
(LL080)**

TARA REED
CLERK
Tara Reed

This second amendment to the real property lease agreement dated October 1, 2003, is made on February 3, 2005, between Douglas County, by the Douglas County Board of Commissioners, (County), whose address is Post Office Box 218, Minden, Nevada, 89423, and Cain Property Management LLC (Tenant), whose address is 2207 Bellanca St. #B Minden, Nevada 89423, who agree as follows:

RECITALS

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

- a. On September 4, 2003, a portion of the Erect-A-Tube of the West lease was assigned to Cain Property Management LLC (Cain) and a new lease (LL080) for Parcel 2, effective October 1, 2003, was approved. The lease is recorded as document 0589557, at book 0903, pages 05265-05289.
- b. The lease was amended December 2, 2004 to change the description of the leased premises, replace Exhibit "A" with Exhibit "A-1", extend the term of the lease, and amend the rent. This amendment to the lease is recorded as document 00631480, book 1204, and pages 04324-04339.
- c. The Tenant desires to exercise the option to lease the parcel to the east of the premises Parcel 2A as described in Exhibit "A-2" in the first amendment.

The parties agree to amend the lease as follows:

- A. Amend paragraph 3 by replacing it with the following:

3. LEASED PREMISES

In consideration of the payment of rent and faithful performance by Tenant of the terms and conditions of the mutual covenants of this agreement, County leases to Tenant, and Tenant leases from County, subject to all easements and encumbrances of record, the parcels of real property (Parcels 2 and 2A) described in Exhibit "A-1" and "A-2", and appurtenant rights included in paragraph 9. The existing north-south roadway on the eastern 25 feet of parcel 2 and 3 is to be a private driveway for access to Parcels 1, 2, and 3. The tenants of Parcels 1, 2, 3 and the Airport staff have the right to access their parcels using the road and are entitled to a key to the security gate.



B. Amend paragraph 5. Rent by replacing it with the following:

5. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay County a monthly for the use of premises, payable in advance of the first day of each month during the term of this lease. The monthly rent amount for the first 18 months for Parcel 2 starting December 1, 2004 is \$31.88 monthly (12750 square feet x \$0.03 ÷ 12 months). On the nineteenth month, the monthly rent for Parcel 2, not including the road (10625 square feet), will increase to the then current rate for Airport property. The rent for the road portion of the parcel (2125 square feet) will continue at \$0.03 plus any adjustments. The rent for the option Parcel 2A is \$15.30 monthly (6120 square feet x \$0.03 ÷ 12 months) plus any adjustments. On an annual basis starting on the second anniversary of the commencement date, the each rent will be adjusted. The base for computing the adjustment is the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor Statistics (index), San Francisco – Oakland – San Jose, which is in effect on the date of the commencement of the term (beginning index), or other comparable measurement or index which may replace the CPI. The index published immediately preceding the adjustment date in question (extension index) is to be used in determining the amount of adjustment. If the extension index has increased from the beginning index, the minimum monthly rent for the following period until the next readjustment shall be set by multiplying the minimum monthly rent by a fraction, the numerator of which is the extension index, and the denominator of which is the beginning index. Rent payable for any partial month shall be prorated.

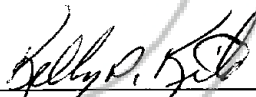
In no case shall the minimum monthly rent be less than the rent in effect immediately prior to the adjustment date then occurring. Site rent will not increase more than 5% per annum aggregate.

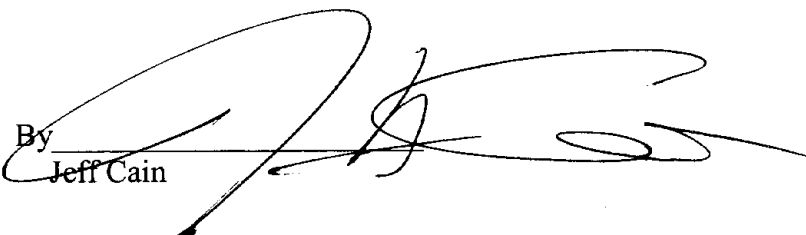
COUNTY

TENANT

DOUGLAS COUNTY,
A political subdivision of the State
of Nevada

CAIN PROPERTY MANAGEMENT LLC

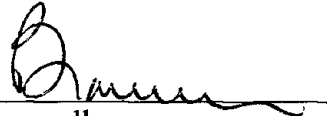
By 
Kelly Kite, Chairman
Douglas County Commissioners

By 
Jeff Cain




BK- 0205
PG- 3490
0636400 Page: 3 of 7 02/10/2005

Recommended for approval
and approved as to content:

By 
Jim Braswell
Operational Services Director

Approved as to form:

By 
Robert Morris
Chief Deputy District Attorney

Attest:


By _____ Date 2-7-05
Barbara Reed, Clerk

BY: 
CLERK TO THE BOARD



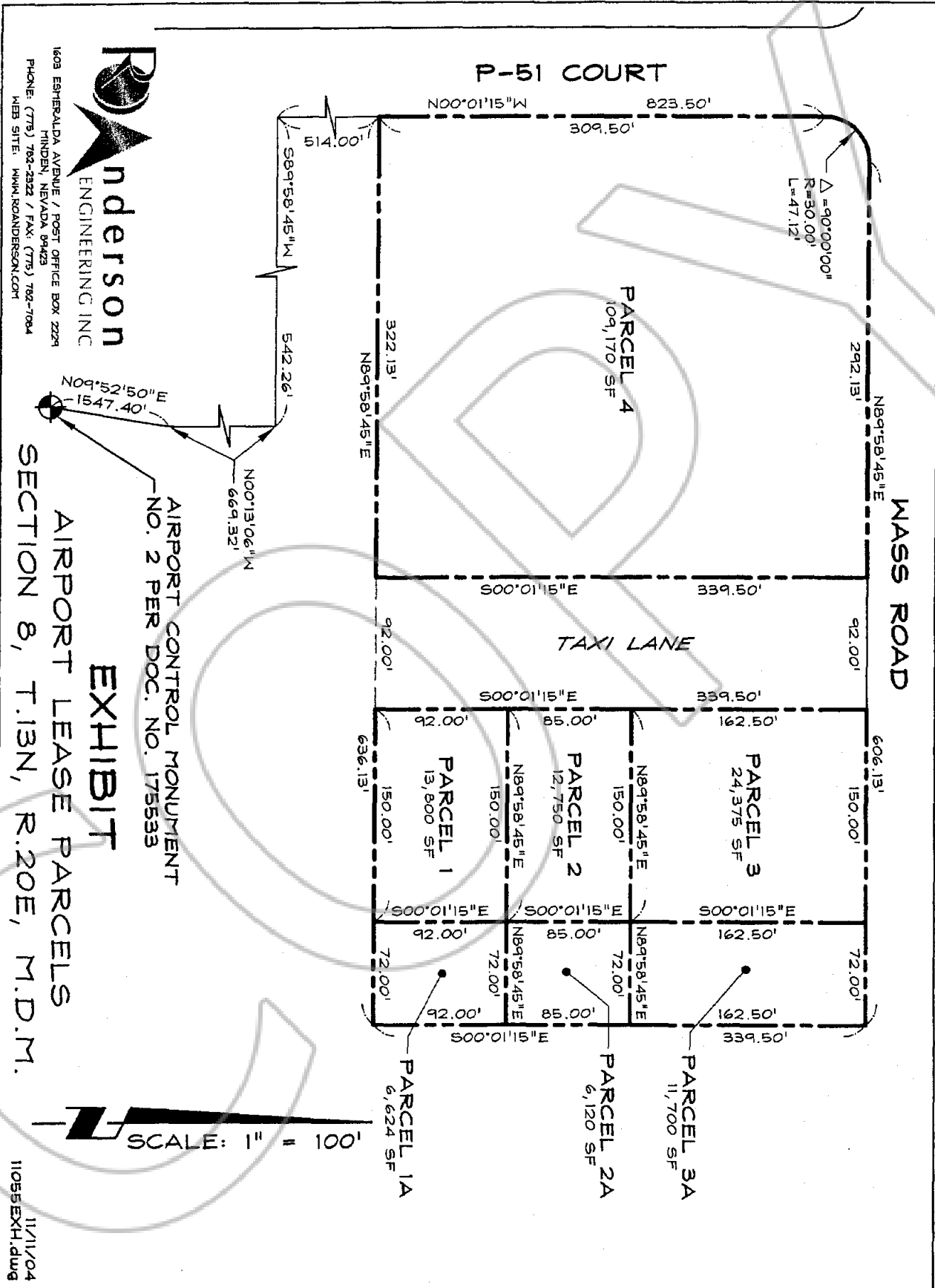
1608 ESHERALDA AVENUE / POST OFFICE BOX 2229
 HINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7064
 WEB SITE: WWW.ROANDERSON.COM



NO. 2 PER DOC. NO. 175533
 AIRPORT CONTROL MONUMENT
 SECTION 8, T.13N, R.20E, M.D.M.

EXHIBIT

11/11/04
 11055EXH.dwg



0631481

110-55-04
11/11/04

**DESCRIPTION
PARCEL 2A**

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

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

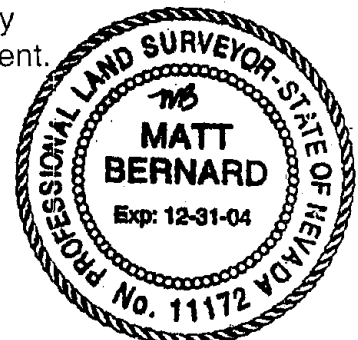
Commencing at airport control monument #2 as shown on the Amended Record of Survey #14 for Douglas County recorded April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533;

thence North 09°52'50" East, 1547.40 feet;
thence North 00°13'06" West, 669.32 feet;
thence South 89°58'45" West, 542.26 feet to a point on the easterly right-of-way of P-51 Court;
thence northerly along said right-of-way line, North 00°01'15" West, 514.00 feet;
thence North 89°58'45" East, 564.13 feet;
thence North 00°01'15" West, 92.00 feet to the POINT OF BEGINNING;
thence North 00°01'15" West, 85.00 feet;
thence North 89°58'45" East, 72.00 feet;
thence South 00°01'15" East, 85.00 feet;
thence South 89°58'45" West, 72.00 feet to the POINT OF BEGINNING,
containing 6,120 square feet, more or less.

The Basis of Bearing of this description is North 00°01'15" West, the centerline of P-51 Court.

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

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



COPY

SEAL

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: February 7 2005

B. Reed Clerk of the 19th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

