

DOC # 0699394
04/18/2007 02:15 PM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/AIRPORT

Assessor's Parcel Number: N/A

Date: APRIL 17, 2007

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0407 PG- 5681 RPIT: 0.00



Name: JIM BRASWELL, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LEASE #2007.063

(Title of Document)

FILED

2007.063

2007 APR 17 AM 11:56

CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEBRASKA
[Signature]

First Amended
Lease between DOUGLAS COUNTY
and
HUTT AVIATION, INC.
LL 089

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**First Amendment to the MINDEN-TAHOE AIRPORT
HUTT AVIATION, INC. (LL089) Airport Lease Agreement**

This is the First Amendment to the real property lease agreement (LL089) dated September 15, 2005, between Douglas County, by the Douglas County Board of Commissioners, (Landlord), whose address is Post Office Box 218, Minden, Nevada, 89423, and Hutt Aviation, Inc. (Tenant) whose address is P.O. Box 2950, Minden, Nevada, 89423, who agree as follows:

RECITALS

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

1. Douglas County, as Landlord, and Hutt Aviation, Inc., as Tenant, entered into a written lease agreement (LL012) on October 1, 1998, in which Tenant leased premises on the Airport to construct a hangar. The lease is recorded as document 0451206, book 1098, pages 1237-1260.

2. On May 3, 1990, Tenant and Douglas County agreed to the first amendment to increase the size of the parcel. The first amendment is recorded as document 0522778, book 0901, pages 3234-3237.

3. This amended lease (LL012) was assigned by Douglas County (LL089) on October 6, 2005, on the purchase of Hutt Aviation, Inc. by Alan T. Gangwish and Don F. Ahern and is recorded as document 0657646, book 1005, pages 5587-5617.

4. The Tenant desires to amend the lease to change the effective date of the lease, increase the parcel size of the lease, and construct a hangar.

The parties agree to amend the lease as follows:

A. Amend paragraph 4. Term by replacing the second sentence with the following:

4. TERM

The effective date or commencement date of this lease is April 5, 2007.

B. Amend paragraph 6. Rent by replacing it with the following:

6. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay County a monthly rent 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 is \$1808.53 monthly (168,235 square feet x \$0.129square foot = \$21,702.32 ÷ 12 months). On a 5 year basis, commencing on the beginning of the sixth year, each five-year anniversary of the commencement date, the rent amount 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 will 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.

C. Amend Exhibit "A" and "A2" by replacing them with the attached Exhibit "A3."

D. Amend Exhibit "B" by adding the following language at the beginning:

Tenant will construct the following improvements:

(1) A hangar with a minimum of 10,000 square feet.

DOUGLAS COUNTY,
a political subdivision of the State
of Nevada

By Doug N. Johnson
Doug N. Johnson, Chair
Douglas County Commissioners

Recommended for Approval
and Approved as to Content:

By Jim Braswell
Jim Braswell
Director of Operational Services

Approved as to Form:

By Robert T. Morris
Robert T. Morris
Deputy District Attorney

TENANT
Hutt Aviation, Inc.

By Alan T. Gangwish
Alan T. Gangwish, President

By Don F. Ahern
Don F. Ahern, Secretary-Treasurer



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BK- 0407
PG- 5684

Attest:
Barbara J. Griffin
By _____ Date 4-5-2007
Barbara J. Griffin, Clerk

by Carol M. Culloch
DEPUTY CLERK

COPY

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PG- 5685

**DESCRIPTION
HUTT AVIATION LEASE PARCEL
(AMENDED LL089)**

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

A parcel of land located within portions of Sections 8 and 17, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

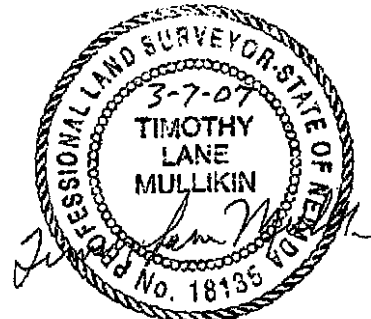
Commencing at Douglas County Airport Control Monument No. 2 as shown on Amended Record of Survey # 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533;
thence South 23-1/2° West, 371 feet to the POINT OF BEGINNING;
thence South 44°28'58" East, 368.67 feet;
thence South 45°31'02" West, 456.33 feet;
thence North 44°28'58" West, 368.67 feet;
thence North 45°31'02" East, 456.33 feet to the POINT OF BEGINNING,
containing 3.86 acres, (168,235 square feet), more or less, and as shown on the attached Exhibit "A".

The Basis of Bearing of this description is the Amended Record of Survey # 14 for Douglas County filed for record April 4, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 175533.

No field survey was performed for this description. The positions of the taxiway centerlines were determined by aerial photography, and the lease lines were established 66 feet from the centerlines of taxiways "C" and "D", and 45 feet from the centerline of taxiway "E".

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



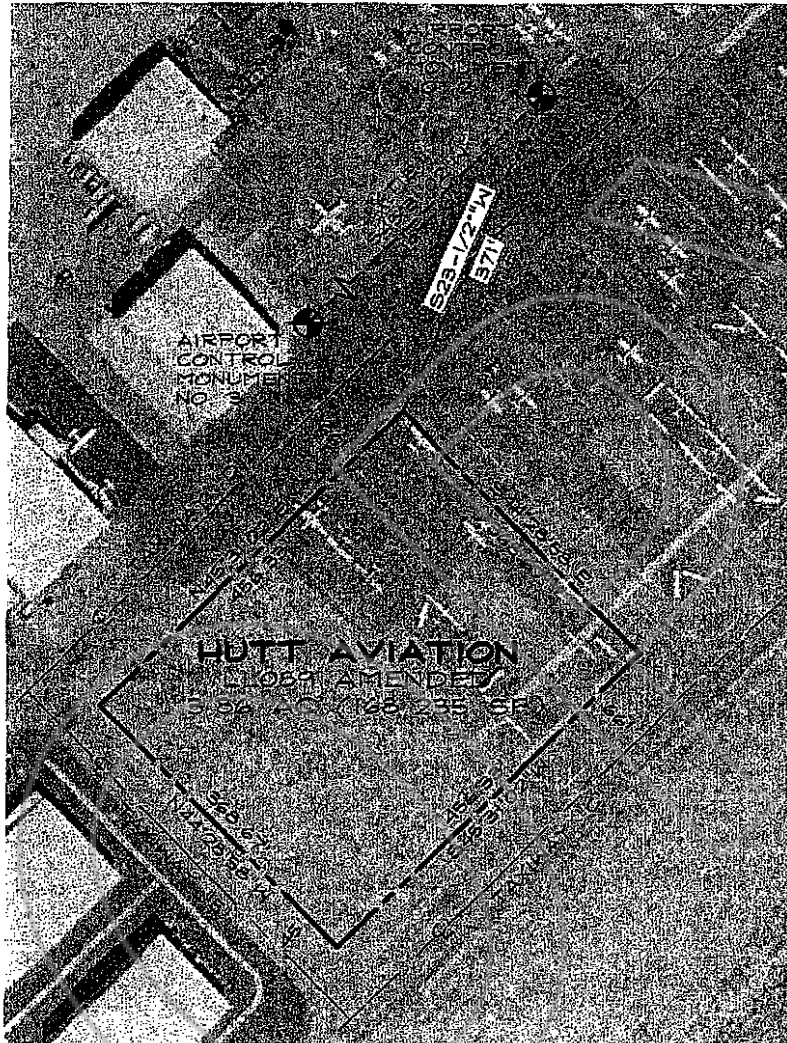
Exp. 12-31-09

S:\Projects\0415-007\0415-007 FEB 2007 LEASE AMENDED.leg.doc



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BK- 0407
PG- 5686



SCALE: 1" = 200'

ROAnderson

1608 ESMERALDA AVENUE / POST OFFICE BOX 2229
PRINCE, NEVADA 89428
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

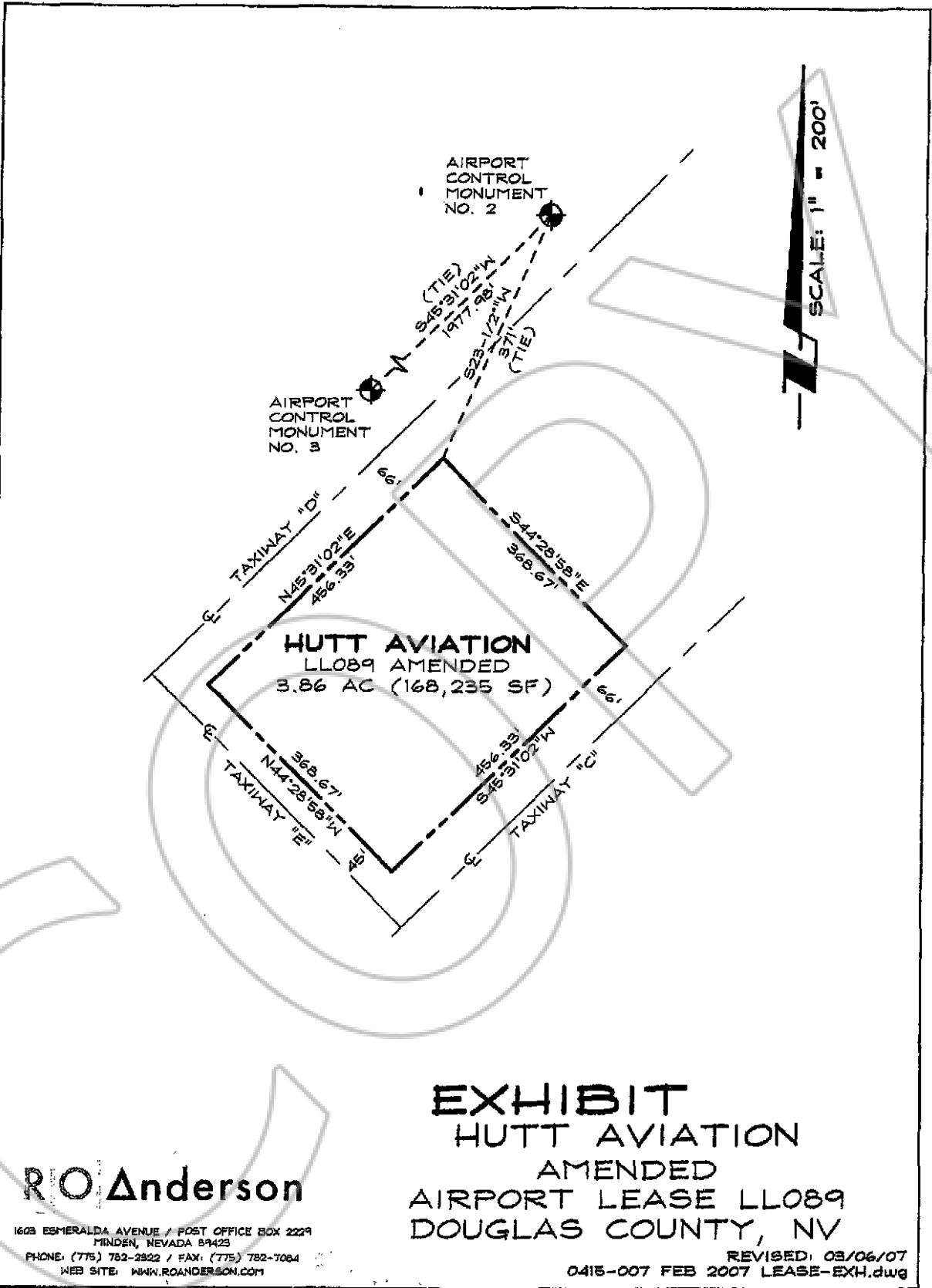
**EXHIBIT
HUTT AVIATION
AMENDED
AIRPORT LEASE LLO89
DOUGLAS COUNTY, NV**

REVISED: 02/28/07
0415-007 FEB 2007 LEASE-EXH.dwg

EXHIBIT A3



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PG- 5687
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RO Anderson

1608 ESERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2822 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM

**EXHIBIT
 HUTT AVIATION
 AMENDED
 AIRPORT LEASE LLO89
 DOUGLAS COUNTY, NV**

REVISED: 03/06/07
 0415-007 FEB 2007 LEASE-EXH.dwg

EXHIBIT A?



BK- 0407
 PG- 5688

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: April 17 2007
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. [Signature] Deputy

SEAL



BK- 0407
PG- 5689