

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** ERIN EICHHORST

**Department:** MINDEN-TAHOE AIRPORT



00111603202009465240070079

KAREN ELLISON, RECORDER

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**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** LEASE

**MINDEN-TAHOE AIRPORT****LAND LEASE 127****Lease Amendment #1**BY  DEPUTY

This Lease Amendment #1 (“Amendment #2”) is entered into this 2<sup>nd</sup> day of April, 2020 by and between the Lessor, Minden-Tahoe Airport (“Airport”) with its principal office at Minden-Tahoe Airport, 1146 Airport Road, Minden, Nevada 89423, and owned by Douglas County, Nevada (“County”), with offices located at 1594 Esmeralda Avenue, Minden, Nevada 89423, and Universal Pacific Investment Corporation, a Nevada Corporation (“Lessee”), with an address at 1830 US Highway 50, Glenbrook, Nevada 89413. County and Lessee may be referred to herein collectively as “Parties” or individually as the “Party.”

WHEREAS, the County owns and operates the Minden-Tahoe Airport located in Douglas County, Nevada, as a general aviation and reliever facility, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon;

WHEREAS, the County entered into a lease with Lessee, effective September 7, 2018 for the lease of approximately 44,862.5 square feet (“Lease”) at the Airport; and

WHEREAS, Section 16.05 of the Lease enables the County and Lessee to amend the terms of the Lease by a written amendment that is approved and signed by both Parties;

WHEREAS, Lessee has requested approval by the County for an amendment of LL127 that would add 2,775 square feet to the Premises; and

WHEREAS, the County deems it advantageous to approve Lessee’s proposed amendment;

NOW, THEREFORE, be it agreed by and between County and Lessee, that the terms of the Lease will be amended as follows:

1. This Amendment #1 shall become effective on the date on which it is signed by all Parties (“Effective Amendment Date”).
2. Except as specifically stated or amended herein, the County and Lessee agree that the words and phrases within this Amendment shall have the meanings set forth in the Lease.
3. Beginning on the Effective Amendment Date, the Premises set forth in Exhibit A of the Lease shall be amended to include the additional areal property demised to Lessee that is described and depicted in Exhibit 1 hereto and incorporated herein. To the extent that the Lease refers to the square footage of the Premises, all such references shall be amended from 44,862.5 sf to 47,638 sf.
4. Beginning on the Effective Amendment Date, Lessee’s rent obligation shall be adjusted to account for the amended square footage of the Premises. Lessee’s updated rent amount shall be \$992.46 (\$11,909.50 annually), subject to the terms and adjustments set forth in Article 4 of the Lease.

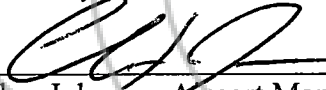
5. All of the terms, covenants and conditions of the Lease are hereby ratified and reaffirmed by all Parties hereto.
6. Prior to the Effective Date, Lessee shall provide to County a fully executed copy of its agreement with Assignee regarding the transfer of interest in any fixtures or facilities upon the Leasehold.
7. The Parties agree and understand that County's consent to this amendment shall not constitute a consent to any future amendment.
8. The Parties each agree and acknowledge that the County has fully complied with all of its obligations under the Lease through the Effective Date and, to the extent not expressly modified hereby, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect. If anything contained in this Amendment conflicts with any terms of the Lease, then the terms of this Amendment shall govern.
9. The Parties may execute this Settlement Agreement in counterparts and all will constitute one agreement that will be binding on all the Parties.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Christopher Johnson as authorized by the Douglas County Board of Commissioners, and William Killebrew in his capacity as President of Universal Pacific Investments Corporation, on the respective dates indicated below.

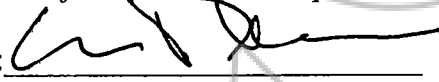
**LESSOR:**

*Douglas County*

By:  5/20/20  
 Christopher Johnson, Airport Manager (Date)  
 For: Douglas County Board of Commissioners

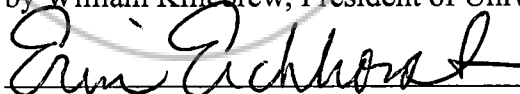
**LESSEE:**

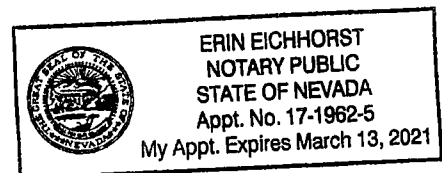
*Universal Pacific Investments Corporation*

Signature:   
 By: William Killebrew, President (Date)

STATE OF NEVADA )  
 COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the 20<sup>th</sup> day of May 2020, by William Killebrew, President of Universal Pacific Investments Corporation.

  
 Notary Signature



**Exhibit 1**

*[Amended legal description & depiction of Premises]*



Exhibit 1

2918-001  
03/03/2020  
Page 1 of 1

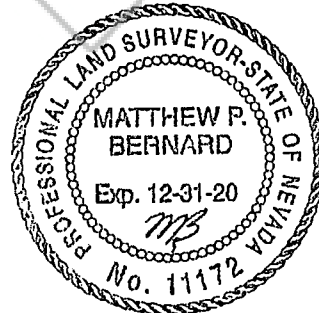
**DESCRIPTION  
DOUGLAS COUNTY AIRPORT  
Lease Parcel (Revised)  
(Universal Pacific Investments Corporation)**

A parcel of land located in Section 8, Township 13 North, Range 20 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

Beginning at a point that bears South 45°31'02" West, 885.46 feet from Airport Control Monument #2, as shown on that certain Record of Survey #14, Amended, filed for record on April 4, 1988, as Document No. 175533;  
thence South 44°28'58" East, 15.00 feet;  
thence South 45°31'02" West, 185.00 feet;  
thence North 44°28'58" West, 257.50 feet;  
thence North 45°31'02" East, 185.00 feet;  
thence South 44°28'58" East, 242.50 feet to the POINT OF BEGINNING,  
containing 47,638 square feet.

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

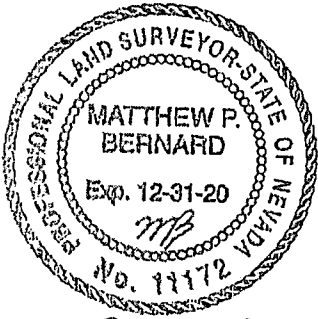
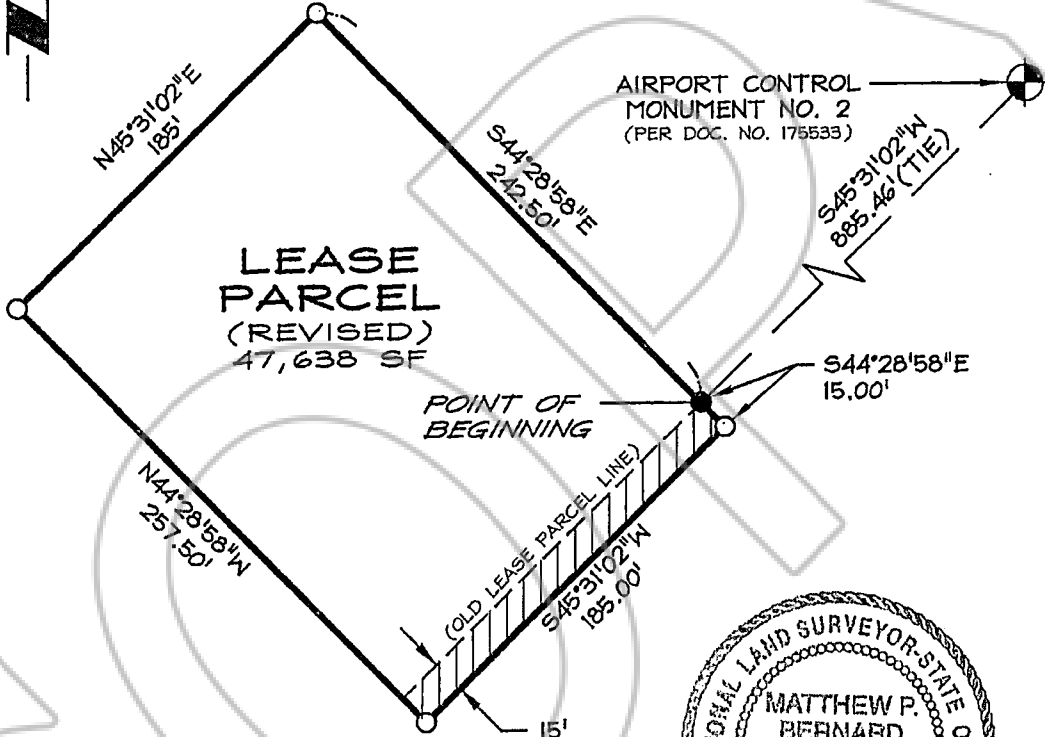
Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2294  
Minden, Nevada 89423



3-3-2020

Y:\Client Files\2918\2918-001\CAD\Survey\Exhibits\2918-001EXH.dwg 3/3/2020 9:06:16 AM Jerit Shuman

SCALE: 1" = 80'



3-3-2020



**RO Anderson**  
 WWW.ROANDERSON.COM

MINDEN 1609 Emerald Ave RENO 9060 Double  
 P.O. Box 2229 Diamond Pkwy, Unit 1B  
 Minden, NV 89423 Reno, NV 89521  
 p 775.762.2322 p 775.762.2322  
 f 775.762.7084 f 775.762.7084

**EXHIBIT**  
 LEASE PARCEL (REVISED)  
 UNIVERSAL PACIFIC INVESTMENTS CORP.  
 (DOUGLAS COUNTY AIRPORT)

2918-001

03/02/2020

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22nd day of July, 2020

By [Signature] Deputy