	DC/AIRPORT	
Recorder's Office Cover Sheet Recording Requested By:	00185419202410114430050050	
Name: Htather Mordonnell	SHAWNYNE GARREN, RECORDER	
Department: Airport		
Item ID/Agreement #: <u>DC-1097-2024</u>		
Type of Document: (please select one)		
<ul><li>☐ Agreement</li><li>☐ Contract</li><li>☐ Grant</li><li>☐ Change Order</li></ul>		
☐ Easement ☐ Other specify: \tast amendment	197	
This is an amendment to Docu	ment 2024 10/0057	

DOUGLAS COUNTY, NV

This is a no fee document

NO FEE

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DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

**DEPUTY** 

BY

## MINDEN-TAHOE AIRPORT

### **LAND LEASE 131**

#### LEASE AMENDMENT # 1

This Lease Amendment # 1 ("Amendment 1") is entered into between the Lessor, Douglas County ("County"), which owns and operates the Minden-Tahoe Airport ("Airport"), and 87 Enterprises LLC, and 89 Enterprises LLC ("Lessee"). County, 87 Enterprises LLC 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 originally entered into a Land Lease with 87 Enterprises LLC on June 20, 2024 and such lease is Recorded as Document Number 2024-1010057 (the "Lease"); and

WHEREAS, the Parties hereto now wish to retroactively correct the Lease by confirming and agreeing that the intended lessee was "89 Enterprises LLC" a Nevada limited liability company managed by the same individual as 87 Enterprises LLC.

NOW, THEREFORE, be it agreed by and between County and Tenant and Assignee as follows:

- Beginning on the Effective Date of the Lease (June 20, 2024), the Parties agree that
  the identity of "Lessee" under the Lease shall be "89 Enterprises LLC" instead of "87
  Enterprises LLC." To the extent that there is any reference in the Lease to "87
  Enterprises LLC," the parties agree that the references shall be updated to "89
  Enterprises LLC."
- 2. Steven Temple, in his individual capacity and in his capacity as manager of both 87 Enterprises LLC and 89 Enterprises LLC hereby confirms that the intended Lessee is "89 Enterprises LLC" and further confirms that 89 Enterprises LLC will assume all rights and be burdened by all obligations of Lessee under the Lease.
- 3. All of the contact information for 89 Enterprises LLC is the same as the contact information for 87 Enterprises LLC and therefore no further amendments, beyond the name of Lessee are necessary.
- 4. The Parties may execute this Amendment 1 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 Jenifer Davidson, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, and Steven Temple on behalf of both 87 Enterprises LLC and 89 Enterprises LLC on the respective dates indicated below.

## LESSOR:

Douglas County

By:

Jenifer Davidson, County Manager As authorized in a public meeting on August

15, 2024

**INTERESTED PARTY:** 

87 Enterprises LLC

By: Steven L. Temple, Manager

Steven S. Temple

Signature:

Date:

MARK D. HOTT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974006067 MY COMMISSION EXPIRES APRIL 9, 2027

LESSEE:

89 Enterprises LLC

By: Steven L. Temple, Manager

Signature: Steven

Date: 08/05/2024

MARK D. HOTT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974006067 MY COMMISSION EXPIRES APRIL 9, 2027 STATE OF Colorado COUNTY OF Jefferson

This instrument was acknowledged before me, a Notary Public, on the 5th day of August 2024, by Steven L. Temple.

ideo communication technology via Proof

STATE OF INTERVANDAY COLORADO ALL

COUNTY OF BYXXXXXX YEFFERSON This instrument was acknowledged before me, a Notary Public, on the 5thday of August

2024, by Steven L. Temple.

Notary Signature
Notarized remotely using audio-video communication technology via Proof

# **O**Proof.

#### **ESIGN CONSENT AND DISCLOSURE**

Real Estate ESIGN v. 2.1

This consent form provides you with information about our electronic records and electronic signature procedures, and your rights related to completing your real estate transaction electronically ("eClosing"). Once you have reviewed this information, you will be asked to sign this form electronically in order to demonstrate your affirmative consent to receive information about your eClosing using electronic records. If you consent to eClosing, you will also be signing documents electronically.

- 1. You have the right to conduct your closing using paper documents. If you wish to do so, you should not sign this consent.
- 2. If you consent to conducting your closing electronically, you can get paper, or nonelectronic, copies of any of your eClosing documents by emailing the title/settlement/escrow agent or lender associated with your transaction. Proof may also, if permitted to do so by the applicable title/settlement/escrow agent or lender associated with your transaction, provide you with the ability to access, view and print copies of completed documents. You may print copies by logging into your account and using the print function. Proof does not guarantee that such documents will be available for print, and such as access is being provided to you as a courtesy. We do not charge a fee for providing paper copies of your documents. You may have the right to request us to delete some of your documents. If that happens, you will no longer be able to access them electronically or request paper copies of the documents that have been deleted.
- 3. You can withdraw your consent to receive information electronically at any time by emailing us at <a href="mailto:support@proof.com">support@proof.com</a>. If you withdraw your consent before your eClosing is complete, you will not be able to complete your closing using our platform. Proof will not charge you additional fees for withdrawing your consent, but the withdrawal could have a financial impact on you. For example, you could be charged for a rescheduled closing, your loan terms could change if certain documents expire, and if you are purchasing property, the seller may impose certain costs or cancel the sale.
- 4. This consent applies to your real estate transaction and the process of closing it.
- 5. You can change your contact information by logging into your account and editing your profile.
- 6. In order to access and retain these electronic records, you will need the following hardware and software:
  - a. PC, Mac, or mobile device with a screen size and resolution that permits you to read documents and adequate memory to display and store documents;
  - b. Webcam, microphone and speaker sufficient to support a live, real time audio-video connection;
  - c. Windows Vista or later, Mac OSX 10.6 or later, or current versions of Android or iOS operating systems;
  - d. Acrobat Reader v 6.x or later with JavaScript and browser display enabled;
  - e. Broadband internet access;
  - f. An email account;
  - g. For mobile devices, you must install one of the following web browsers with cookies and JavaScript enabled: Firefox v. 2.0 or later, Chrome version 1.2 or later; and
  - h. A printer if you want to print documents.
- By signing this consent and engaging in an eClosing, you will demonstrate that you have hardware and software that meets the requirements described in paragraph 6.

I have read the information provided above and consent to conducting my eClosing by receiving disclosures using electronic records and electronically signing documents.

11 0 00	
Steven S. Temple	08/05/2024
Signer Signature	Dated
Steven L. Temple	
Print/Type Signer Name	DOC MILITARY NEW YORK

