

DOC # 340283

01/11/2006

03:02 PM

Official Record

Requested By
HALE BENNETT

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 15 Fee: \$53.00

Recorded By: KAV RPTT:



0340283

APN# _____

Recording Requested by:

Name: Nale B Bennett, Mgr
Silver Springs Airport, LLC

Address: PO Box 311

City/State/Zip: Silver Springs, NV 89429

Second Addendum to Lease and Assignment

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections
1-2. (Additional recording fee applies)



SECOND ADDENDUM TO LEASE AND ASSIGNMENT

THIS ASSIGNMENT and ADDENDUM TO LEASE, made and entered into this th20 day of August, 1998, by and between LYON COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as LESSOR, and LAHONTAN AIRPORT DEVELOPMENT ASSOCIATION, ("LADA"), a Nevada nonprofit corporation, hereinafter referred to as LESSEE, and SILVER SPRINGS AIRPORT, LLC, ("SSA") a Nevada limited liability company, hereinafter referred to as ASSIGNEE or SSA.

WITNESSETH

WHEREAS, LADA currently holds an Airport Lease with LESSOR on parcels 1, 2, 3, 4 and 5 under a lease recorded in the Official Records of Lyon County, Nevada on July 21, 1992 as document no. 153471 together with an Addendum recorded in the Official Records of Lyon County, Nevada on April 16, 1996 as document no. 192313; and

WHEREAS, the parties desire to assign such lease from LADA to SSA, recognizing that SSA is the successor to LADA and controlled by the same persons, and that Lessor continues to be satisfied that SSA is financially responsible as required by said Lease; and

WHEREAS, the parties desire to amend such lease to as to assure compliance with FAA requirements, including but not limited to, non-exclusivity requirements, and thus to remove the area of the runway, taxiway(s), ramp areas, and access way, from the LEASE area, and make said areas subject to a Management Agreement between the parties.

NOW THEREFORE, the parties agree as follows;

- 1. That Section I of the Agreement is amended by adding the following clause:

The property leased shall exclude the following:

- A. The areas under the U.S. Highway 50 right of way, as more fully described in the legal descriptions and Surveyors certificates attached hereto as:

Exhibit A-1, an area of approximately 3.54 acres, and

Exhibit A-2, an area of approximately 18.71 acres, and

Exhibit A-3, an area of approximately 6.62 acres.

B. The area of the runway, taxiway, ramp area, and access way, as more fully described in the legal description and Surveyors certificate attached hereto as Exhibit A-4.

2. The parties acknowledge that a separate agreement will be entered into by Lyon County for the management of the excluded area to ensure continued use as a public use airport.

3. That in addition to all other requirements of the lease:

- (1) The Lessee agrees to operate the remaining leased property in accordance with the obligations of the Lessor to the Federal Government. In furtherance of this general covenant, but without limiting its general applicability, the Lessee specifically agrees to operate the property for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination; to provide space on the property, to the extent available; and to grant rights and privileges for use of the landing area facilities of the airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the airport.**
- (2) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act.**
- (3) The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee, or any other party, from erecting or permitting to be erected, any building or other structures on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.**
- (4) The Lessor reserves the right to develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance on the part of the Lessee.**
- (5) This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States to obtain Federal aid for the improvement or operation and maintenance of the airport.**



1. The Lease is further amended as follows:

That Section II of the Agreement is amended to read as follows:

It is agreed that LESSEE is granted the aforescribed premises to have and to hold, for the purpose of developing and operating a public use airport and related businesses, for a term of fifty (50) years, commencing from the date of this Addendum, unless sooner terminated as herein provided and subject to conditions and covenants herein contained.

IV.(1) shall be amended to also list "(g) enter into such industrial and commercial leases and development as may be compatible with airport operations."

IV.(2) shall read "Lessee agrees and is required to provide by non-exclusive sublease,...(rest of paragraph unchanged)"

VI. The sentence- "Lessee shall make any such applications, and administer any such funding, subject to audit by Lessor.", is deleted. All parties recognize that the Silver Springs Airport is a public use airport owned by Lessor, and that Lessor is the entity to administer public funding.

X. (1)(A) shall be amended to read as follows: "Lessee shall have the right and the obligation to sublet portions of this Lease to accomplish the development goals. Any such sublease must require compliance with the terms of this Lease. In the event that Lessor shall assume, or take by default, the Lease, then Lessor shall be

entitled to all rents and be subject to all rights and obligations of subleases entered into by Lessee and sub-tenants.”

X. (9) shall be amended to read as follows: “ Emergency use: Lessor shall be entitled to use the public and the non-public areas of the property in the event of an emergency.”

4. All provisions of the Lease and the previous amendments, except as modified in this Amendment, shall remain in force.

2. LADA does hereby assign to SSA the Lease, which assignment is acknowledged and approved by Lessor. SSA shall be subject to all conditions, items and provisions of said Lease as amended.

LESSOR:

LYON COUNTY

By: David Fulstone II
DAVID FULSTONE II, Commissioner

By: LeRoy Goodman
LeROY GOODMAN, Commissioner

By: Frank Elwell
FRANK ELWELL, Commissioner

ATTEST:

By: Chet Hillyard
CHET HILLYARD, Commissioner

By: Bob Milz
BOB MILZ, Commissioner

By: _____
MARION PINKERTON, Clerk

LESSEE:

LAHONTAN AIRPORT DEVELOPMENT ASSOCIATION

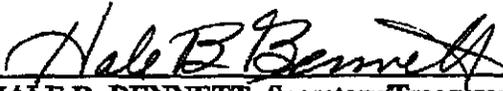
By: Kay Bennett
KAY BENNETT, President



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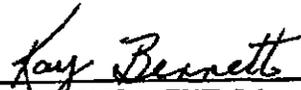
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ATTEST:


HALE B. BENNETT, Secretary/Treasurer

MANAGER:

SILVER SPRINGS AIRPORT, LLC.

By: 
KAY BENNETT, Manager, Member

ATTEST:


HALE B. BENNETT, Member

APPROVED AS TO FORM:

By: 
ROBERT ESTES, ESQ.
LYON COUNTY DISTRICT ATTORNEY



**LEGAL DESCRIPTION
FOR
AIRPORT LEASE EXCLUSION**

All that certain real property situate within a portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 18 North, Range 24 East, M.D.M., also being described as a portion of U.S. Highway 50, Silver Springs, Lyon County, Nevada, being more particularly described as follows:

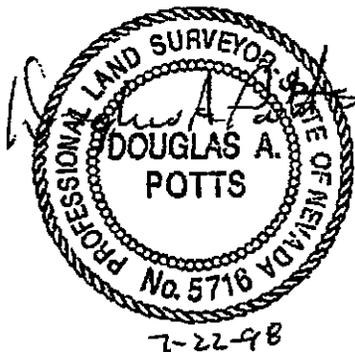
BEGINNING at the northwest corner of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26;

THENCE along the north line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, S.89°47'55"E., 807.70 feet to a point on the southeast right of way of said U.S. Highway 50;

THENCE leaving said north line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26 and along said southeast right of way of U.S. Highway 50, S.64°46'23"W., 889.04 feet to a point on the west line of said Section 26;

THENCE leaving said southeast right of way of U.S. Highway 50 and along said west line of Section 26, N.00°31'02"W., 381.77 feet to the **POINT OF BEGINNING**:

CONTAINING 3.54 acres, more or less.





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SCALE: 1" = 1000'



SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF

LEGEND

AIRPORT LEASE
EXCLUSION AREA

Prepared For:
SILVER SPRINGS AIRPORT
Carson City, Nevada

Prepared By:
LUMOS & ASSOCIATES, INC.
800 E. College Parkway
Carson City, Nevada 89706
883-7077

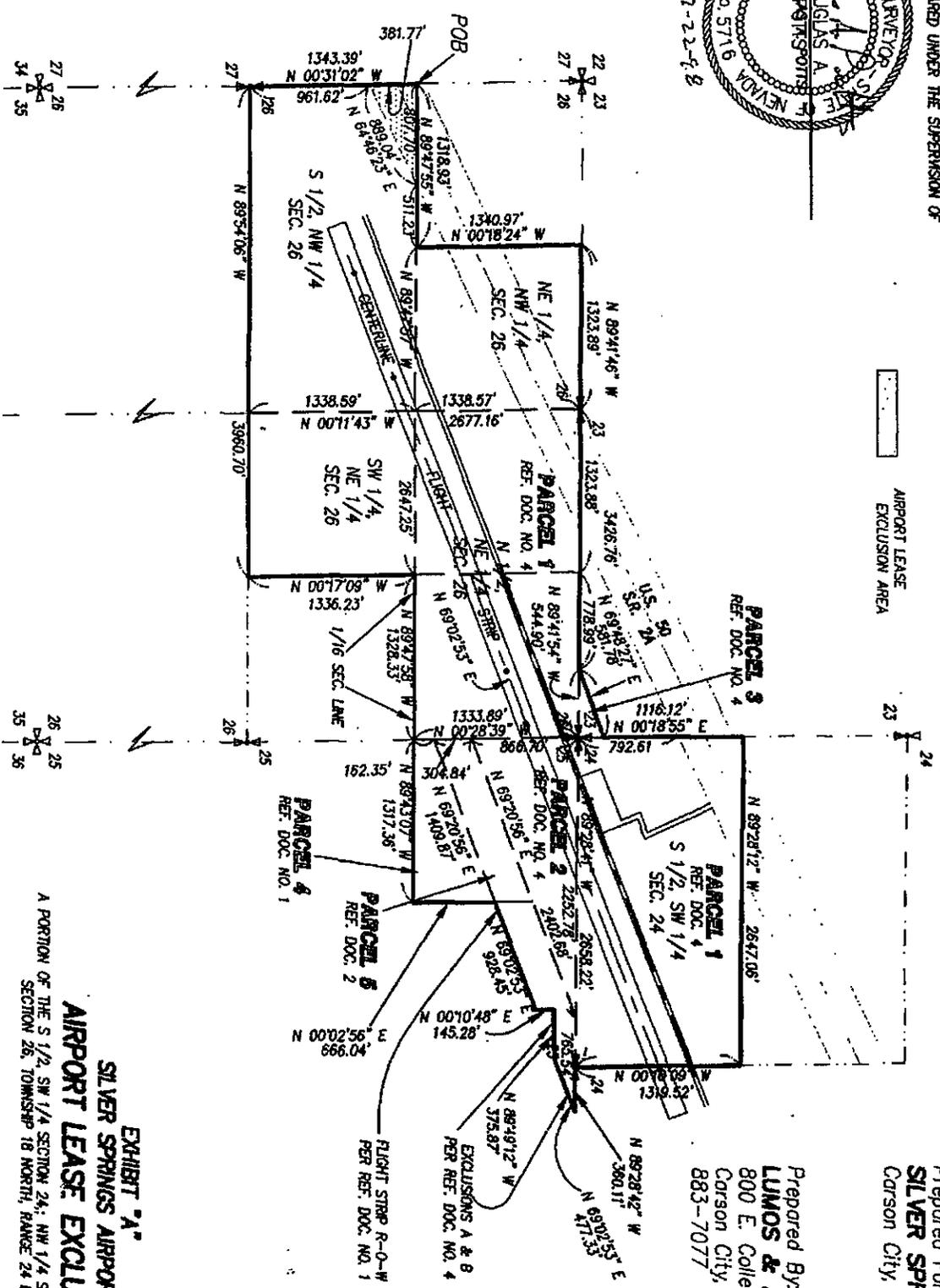


EXHIBIT "A"
SILVER SPRINGS AIRPORT
AIRPORT LEASE EXCLUSION
A PORTION OF THE S 1/2, SW 1/4 SECTION 24; NW 1/4 SECTION 25 & THE N 1/2 SECTION 26, TOWNSHIP 18 NORTH, RANGE 24 EAST, NAD83.



**LEGAL DESCRIPTION
FOR
AIRPORT LEASE EXCLUSION**

All that certain real property situate within a portion of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of Section 26, Township 18 North, Range 24 East, M.D.M., also being described as a portion of U.S. Highway 50, Silver Springs, Lyon County, Nevada, being more particularly described as follows:

BEGINNING at a point on the north line of said Section 26, from which the north $\frac{1}{4}$ corner of said Section 26 bears N.89°41'46"W., 60.36 feet, said point also being on the northwesterly right of way of said U.S. Highway 50;

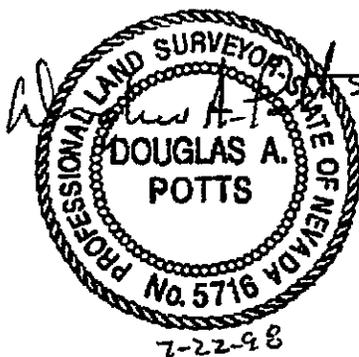
THENCE along said section line S.89°41'46"E., 928.08 feet, to a point on the southeasterly right of way of U.S. Highway 50;

THENCE along the said southeasterly right of way U.S. Highway 50 S.64°46'23"W., 2549.58 feet to a point on the west line of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 26;

THENCE along said west line of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 26, N.00°18'24"W., 441.07 feet to a point on the northwesterly right of way of said U.S. Highway 50;

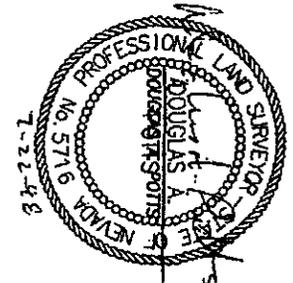
THENCE along said northwesterly right of way of U.S. Highway 50 N.64°46'23"W., 1526.28 feet to the **POINT OF BEGINNING**;

CONTAINING 18.71 acres, more or less.





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AIRPORT LEASE EXCLUSION AREA

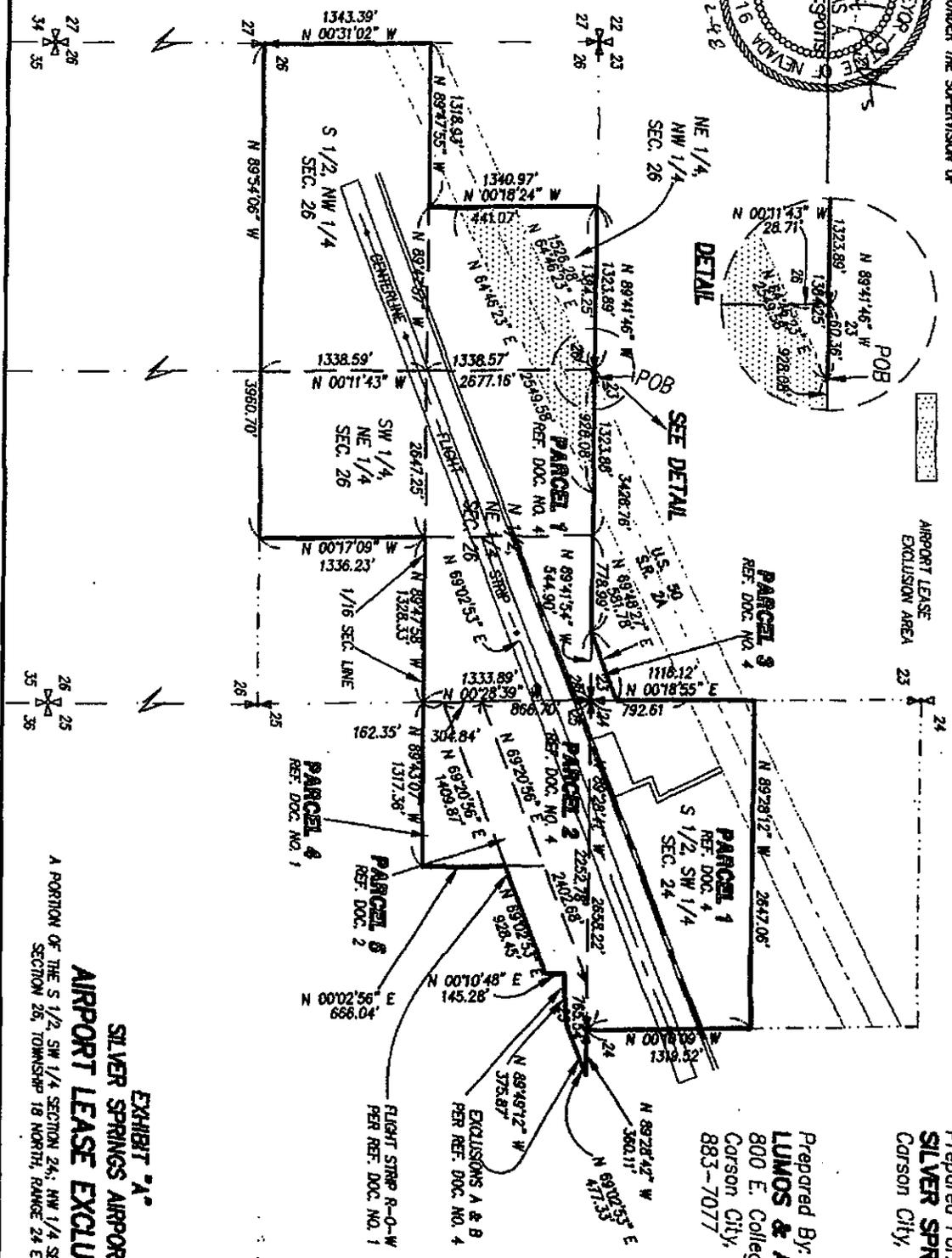
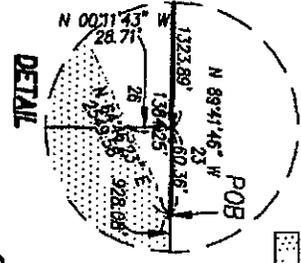


EXHIBIT "A"
SILVER SPRINGS AIRPORT
AIRPORT LEASE EXCLUSION
A PORTION OF THE S 1/2, SW 1/4 SECTION 24, NW 1/4 SECTION 25 & THE N 1/2 SECTION 26, TOWNSHIP 18 NORTH, RANGE 24 EAST, M.D.M.

Prepared By:
LUMOS & ASSOCIATES, INC.
800 E. College Parkway
Carson City, Nevada 89706
883-7077

Prepared For:
SILVER SPRINGS AIRPORT
Carson City, Nevada

✓

**LEGAL DESCRIPTION
FOR
AIRPORT LEASE EXCLUSION**

All that certain real property situate within a portion of the South ½ of the Southwest ¼ of Section 24, Township 18 North, Range 24 East, M.D.M., also being a portion of U.S. Highway 50, Silver Springs, Lyon County, Nevada, being more particularly described as follows:

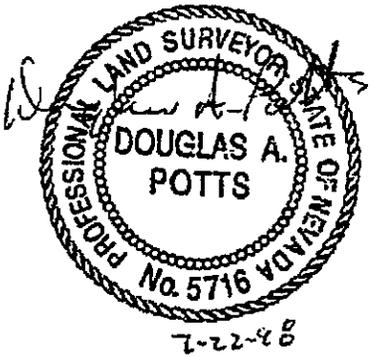
BEGINNING at a point on the west line of said Section 24, which bears N.00°18'55"W., 792.61 feet from the southwest corner of said Section 24, said point also being on the south right of way of U.S. Highway 50;

THENCE along said west line of Section 24, N.00°18'55"E., 527.20 feet to the Northwest corner of said South ½ of the Southwest ¼ of Section 24;

THENCE along the north line of said South ½ of the Southwest ¼ of Section 24, S.89°28'12"E., 1094.64 feet, to a point on the southeast right of way of U.S. Highway 50;

THENCE along the said southeast right of way of U.S. Highway 50, S.64°46'23"W., 1213.20 feet to the **POINT OF BEGINNING**:

CONTAINING 6.62 acres, more or less.





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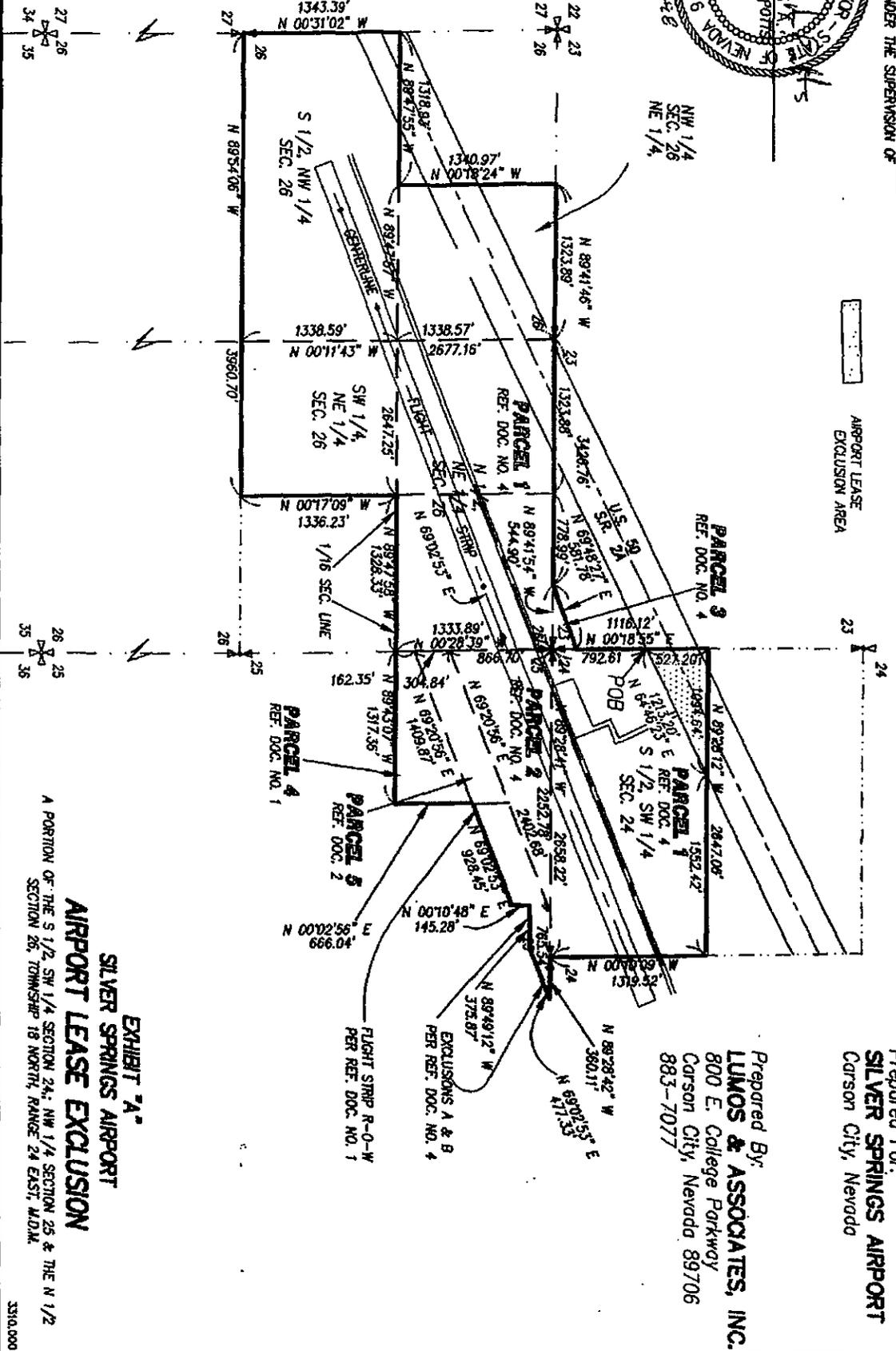
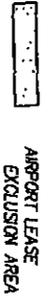
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SCALE: 1" = 1000'



SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF

LEGEND



A PORTION OF THE S 1/2, SW 1/4 SECTION 24; NW 1/4 SECTION 25 & THE N 1/2 SECTION 26, TOWNSHIP 18 NORTH, RANGE 24 EAST, M.D.M.

EXHIBIT "A"
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AIRPORT LEASE EXCLUSION

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800 E. College Parkway
Carson City, Nevada 89706
883-7077

Prepared For:
SILVER SPRINGS AIRPORT
Carson City, Nevada



**LEGAL DESCRIPTION
FOR
AIRPORT LEASE EXCLUSION**

All that certain real property situate within a portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 24; the Northwest $\frac{1}{4}$ of Section 25, and the North $\frac{1}{2}$ of Section 26, Township 18 North, Range 24 East, M.D.M., Silver Springs, Lyon County, Nevada, being more particularly described as follows:

BEGINNING at a point which bears S.67°49'39"W., 4573.03 feet from the southwest corner of said Section 24;

THENCE N.69°02'53"E., 4876.33 feet;

THENCE N.20°57'07"W., 170.23 feet;

THENCE N.68°28'32"E., 449.18 feet;

THENCE N.21°31'28"W., 160.80 feet;

THENCE N.68°28'32"E., 173.56 feet;

THENCE N.25°08'41"W., 544.97 feet, to a point on the southeast right of way of U.S. Highway 50;

THENCE along said southeast right of way of U.S. Highway 50 N.64°46'23"E., 40.00 feet;

THENCE leaving said southeast right of way of U.S. Highway 50 S.25°08'41"E., 587.64 feet;

THENCE S.68°28'32"W., 176.17 feet;

THENCE S.21°31'28"E., 295.93 feet;

THENCE N.69°02'53"E., 2010.78 feet to a point on the east line of the Southwest $\frac{1}{4}$ of said Section 24;

THENCE along said east line of the Southwest $\frac{1}{4}$ of Section 24, S.00°10'09"E., 355.64 feet;



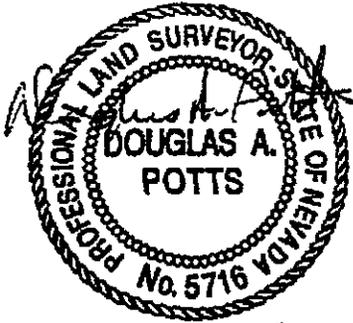
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THENCE leaving said east line of the Southwest ¼ of Section 24, S.69°02'53"W.,
7251.83 feet;

THENCE N.20°57'07"W., 332.50 feet, to the **POINT OF BEGINNING.**

CONTAINING 58.59 acres, more or less.



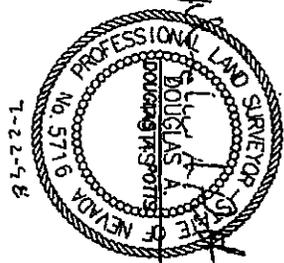
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SCALE: 1" = 1000'



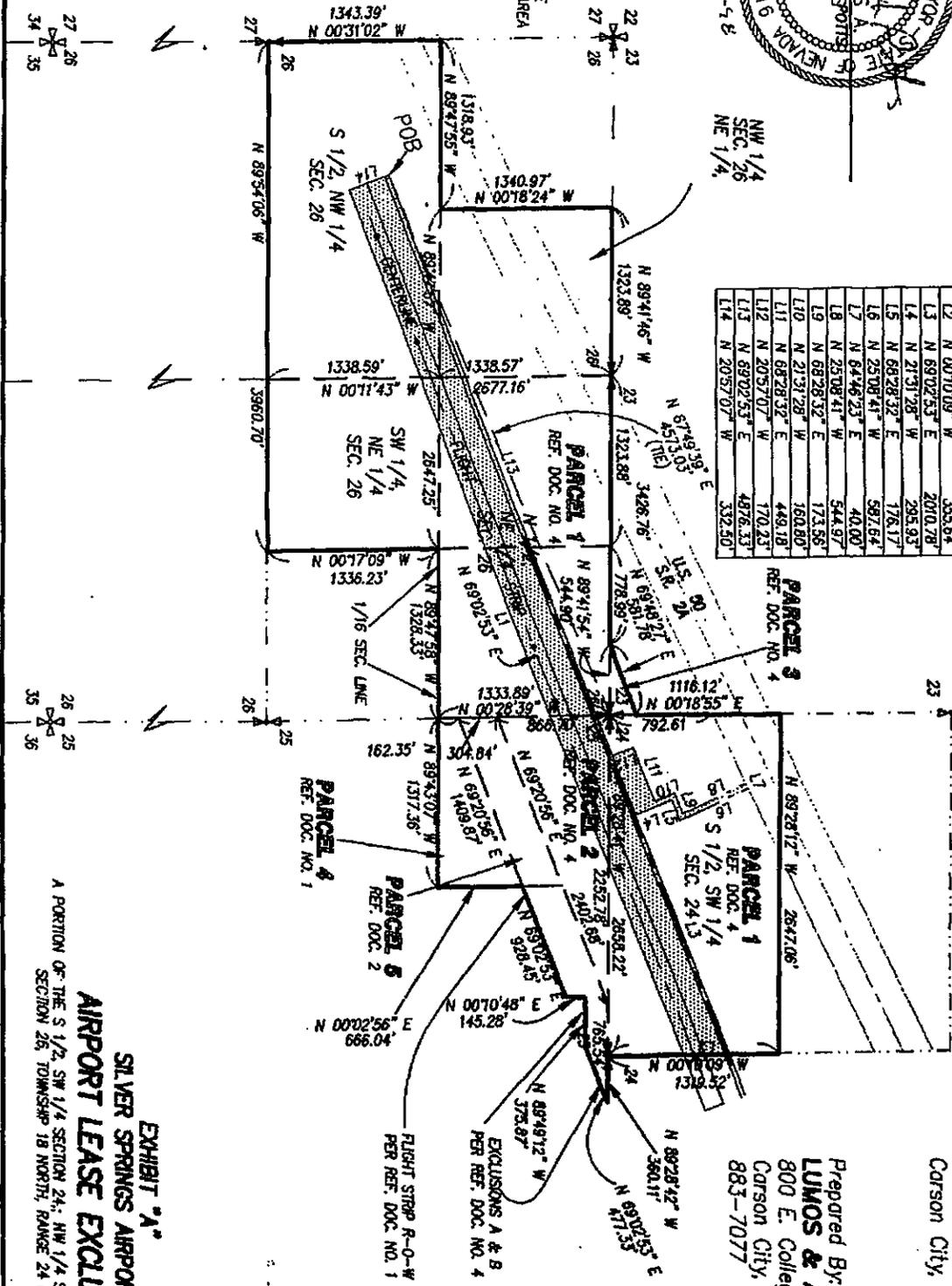
SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 69°02'53" E	7251.83
L2	N 00°10'09" W	355.64
L3	N 69°02'53" E	2010.78
L4	N 21°31'28" W	295.93
L5	N 68°28'32" E	176.17
L6	N 25°08'41" W	587.64
L7	N 84°46'23" E	40.00
L8	N 25°08'41" W	544.97
L9	N 68°28'32" E	173.56
L10	N 21°31'28" W	160.80
L11	N 68°28'32" E	449.18
L12	N 20°57'07" W	170.23
L13	N 69°02'53" E	4878.33
L14	N 20°57'07" W	332.50

LEGEND

AIRPORT LEASE
EXCLUSION AREA



A PORTION OF THE S 1/2, SW 1/4 SECTION 24; NW 1/4 SECTION 25 & THE N 1/2 SECTION 26, TOWNSHIP 18 NORTH, RANGE 24 EAST, M.D.M.

AIRPORT LEASE EXCLUSION

EXHIBIT "A"
SILVER SPRINGS AIRPORT

Prepared For:
SILVER SPRINGS AIRPORT
Carson City, Nevada

Prepared By:
LUMOS & ASSOCIATES, INC.
800 E. College Parkway
Carson City, Nevada 89706
883-7077