APN: 1121-05-514-004

After Recording, Mail to:

Carmen J. Grist and Mary Fesko, Trustees 1175 White Oak Loop Minden, NV 89423

Mail Tax Statements to:

Same as above

Doc Number: **0841066** 

04/17/2014 11:37 QM CONFORMED COPY Requested By KAREN L WINTERS, ESQ

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

1 Of 3 Page:

Fee: \$ 15.00

Bk: 0414 Pg: 2904



The undersigned affirms that this document does not contain the social security number of any person. (NRS 239B.030).

## ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT is made as of the  $\frac{1}{2}$  day of April, 2014, by and between CARMEN J. GRISTI and MARY GRACE FESKO, Trustees of THE DISCLAIMER TRUST OF THE GRISTI FAMILY TRUST dated May 4, 1994, hereinafter "Sublessee Assignor", and CARMEN J. GRISTI and MARY GRACE FESKO, Trustees of THE POWER OF APPOINTMENT TRUST OF THE GRISTI FAMILY TRUST dated May 4, 1994, hereinafter "Sublessee Assignee".

### RECITALS:

#### WHEREAS:

Sublessee Assignor and Sublessee Assignee are parties to that certain Sublease Agreement dated October 17, 2004 and recorded in the Official Records of the Douglas County Recorder's Office in the State of Nevada on October 28, 2004 in Book 1204 at Page 7015 as Document No. 631992, and re-recorded December 15, 20014 in Book 1204 at Page 7014 as Document No. 631992, jointly as "Lessee". Terms not otherwise defined in this Assignment are defined in the Sublease; and

Sublessor, referred to in the above-described Sublease as "Lessor", leased the following described land in the County of Douglas, State of Nevada, to wit:

Leasehold estate created by that certain lease dated October 8, 1997, made between Leon Mark Kizer, as lessor, and PTP, Inc., as lessee, for the terms and upon the terms and conditions contained in said lease recorded October 13, 1997, in Book 1097, Page 2349, as Document No. 423882 in the following:

Lot 88, as set forth on Record of Survey for PINEVIEW DEVELOPMENT, UNIT NO. 4 filed for record in the office of the Douglas County Recorder on August 28, 2002,

in Book 0802, page 9714, as Document No. 550737 and amended by Record of Survey on December 23, 2002, in Book 1202, Page 10400, at Document No. 561783 of Official Records. APN 1121-05-514-004.

# Per NRS 111.312, this legal description was previously recorded on October 28, 2004 in Book 1004 at Page 12598 as Document No. 627951.

- C. Sublessee Assignor and Sublessee Assignee, referred to jointly as "Lessee" in the Sublease described hereinabove at Paragraph A, each hold an undivided one-half interest as tenants in common in and to said Sublease.
- D. Sublessee Assignor desires to assign to Sublessee Assignee its undivided one-half-interest in and to the Sublease described hereinabove at Paragraph A, which assignment shall be effective concurrent with an Assignment of Sublease of even date herewith by and between Sublessee Assignor and Sublessee Assignee regarding that certain property bearing an Assessor's Parcel No. 1121-05-512-026.

# NOW THEREFORE,

- 1. Sublessee Assignor hereby transfers and assigns to Sublessee Assignee all of its right, title, and interest to and under the Sublease described herein above effective on the date of this Assignment, to have and hold the same for and during the remainder of the terms stated in such Sublease, subject to the covenants and conditions therein mentioned. Rents and other charges paid or due under the Sublease shall be presented to Sublessee Assignee solely hereinafter.
- 2. This Assignment of Sublease does not modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, obligations or conditions contained in the Lease or Sublease, except as may be herein expressly provided, or waive any breach thereof, or affect any rights of Lessor or Sublessor against any person or entity liable or responsible for the performance thereof, or increase the obligations or diminish the rights of the Lessor under the Lease or Sublessor under the Sublease, or increase rights or diminish obligations of the Less/Sublessor thereunder, or give the Sublessee Assignee any greater rights than the Sublessee Assignor or Lessee/Sublessor, and all covenants, agreements, terms, provisions and conditions of the Lease and Sublease are in full force and effect.
- 3. Sublessee Assignee, for itself and its successors and assigns hereby accepts the Sublease; recognizes all of the covenants, agreements, terms, provisions, obligations and conditions contained in the Lease and Sublease, and hereby assumes all of said terms, provisions, agreements, covenants, obligations and conditions of the Lease and Sublease to be kept, observed and performed with respect to the property described herein at Paragraph B above; and agrees to



keep and perform, and to permit no violation during the term of the Sublease, each and every covenant, agreement, term, provision, obligation and condition set forth in the Sublease.

Executed this 16th day of April, 2014

CARMEN J. GRISTI, Co-Trustee of THE DISCLAIMER TRUST OF THE GRISTI FAMILY TRUST dated May 4, 1994 MARY GRACE FESKO, Co-Trustee of THE DISCLAIMER TRUST OF THE GRISTI FAMILY TRUST dated May 4, 1994

### ACKNOWLEDGMENT

STATE OF NEVADA : ss.
COUNTY OF DOUGLAS )

On April 16, 2014, before me, Kimber D. Wold, Notary Public, personally appeared CARMEN J. GRISTI and MARY GRACE FESKO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Seal

KIMBER D. WOLD Notary Public STATE OF NEVADA No. 14-12403-5 Exp 12/18/17

R D. WOLD
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