

Doc Number: **0847755**

08/11/2014 01:59 PM

OFFICIAL RECORDS

Requested By

DC/MINDEN-TAHOE AIRPORT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 11 Fee: \$ 0.00

Bk: 0814 Pg: 2399



Deputy. sg

Assessor's Parcel Number: N/A

Date: AUGUST 11, 2014

Recording Requested By:

Name: BOBBI THOMPSON/MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

**ASSIGNMENT AND ASSUMPTION OF
HANGAR & LAND LEASE LLO73 #2014.160**

(Title of Document)

FILED

NO. 2014.160

MINDEN-TAHOE AIRPORT

2014 AUG 11 AM 8:53

**ASSIGNMENT AND ASSUMPTION OF
HANGAR & LAND LEASE
LL073**

TED THUAN
CLERK
[Signature]
DEPUTY

THIS ASSIGNMENT AND ASSUMPTION OF HANGAR DEVELOPMENT & LAND LEASE ("**Assignment**") is made effective as of August 7, 2014 ("**Effective Date**"), by and between John Marsalis ("**Assignor**"), and Peter Axelson dba Pax Designs, LLC, a Nevada limited liability company ("**Assignee**").

RECITALS:

WHEREAS, Assignor is the tenant under that certain Land Lease between Assignor and the Douglas County Board of Commissioners ("**County**"), as landlord, executed on October 3, 2002 including an Amendment on March 6, 2003 recorded on March 11, 2003 in the Official Records of Douglas County, State of Nevada ("**Official Records**") as Document No. 0456093, ("**Land Lease**").

WHEREAS, the land consist of 4,750 square feet more or less an aircraft hangar located at 2321 P-51 Court Street 402, Minden, Nevada 89423 ("**Property**").

WHEREAS, Assignor desires to assign to assignee all of Assignor's right, title and interest as tenant under the Land Lease, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. **Lease Assignment and Assumption.**

(a) Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest as tenant under the Land Lease.

(b) Assignee hereby accepts the foregoing assignment, and agrees to assume, perform and discharge, as and when due, all of the covenants and obligations of the Assignor as tenant under the Land Lease which arise after the Effective Date of this Assignment, and agrees to be bound by all of the terms and conditions thereof from and after the Effective Date. Once assigned the Land Lease will be designated LL115.

(c) The rent and other sums due to landlord under the Land Lease shall be prorated as of the Effective Date hereof; therefore, all sums due to landlord from tenant under the Land Lease which accrued before the Effective Date shall be the obligation of Assignor and all sums due to landlord from tenant under the Land Lease accruing on or after the Effective Date shall be the obligation of Assignee.

2. Indemnification.

Assignee shall defend, indemnify, hold harmless and release Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) (collectively, "Claims") incurred by or asserted against Assignor, its successors and assigns, arising under the Land Lease and accruing subsequent to the Effective Date of this Assignment.

Assignor shall defend, indemnify, hold harmless and release Assignee, its successors and assigns, from and against any and all Claims incurred by or asserted against Assignee, its successors and assigns, arising under the Land Lease and accruing prior to the Effective Date of this Assignment.

3. Notices.

All notices given pursuant to this Assignment shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party at the address set forth below:

To Assignor: John Marasalis
1761 Foxglove Court
Minden, Nevada 89423

To Assignee: Peter Axelson dba Pax Designs, LLC
P. O. Box 69
Minden, Nevada 89423

Notice shall be deemed given upon receipt. For the purpose of this Assignment, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt, (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

4. Miscellaneous.

(a) Successors. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(b) Headings. The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

(c) Construction. This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment

shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

(d) Entire Agreement. This Assignment constitutes the entire agreement between the parties with regard to the Leases and any prior negotiations, agreements or other writings pertaining to the subject matter of this Assignment are merged herein and extinguished.

(e) Governing Law. This Assignment shall be construed under the laws of Nevada.

(f) Attorney Fees. In the event of any action or proceeding brought by either party against the other pertaining to or arising out of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.

(f) Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

John Marasalis

By: John Marasalis
John Marasalis (Date)

ASSIGNEE:

Peter Axelson dba Pax Designs, LLC

By: Peter Axelson 11 July 2014
Peter Axelson (Date)

County's Approval of Lease Assignment:

LANDLORD:

Board of County Commissioners Douglas County, Nevada

Doug N. Johnson 8/7/14
Doug N. Johnson, Chairman (Date)

ATTEST:

Ted Thran 8/7/14
Ted Thran, Douglas County Clerk (Date)

BY: Loraine Suder
CLERK TO THE BOARD

STATE OF NEVADA)
) ss.
County of Douglas)

This instrument was acknowledged before me on this 16th day of July, 2014, John Marasalis, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

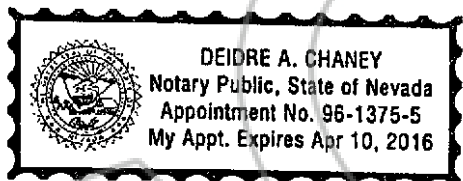


Cathie W. Kite
Notary Public for Nevada

STATE OF NEVADA)
) ss.
County of Douglas)

This instrument was acknowledged before me on this 11th day of July, 2014, by Peter Axelson, dba Pax Designs, LLC, a Nevada limited company, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Deidre A. Chaney
Notary Public for Nevada

approved
3-6-03

RECEIVED

FILED
MAR - 4 2003
NO. 2003.061
MINDEN TAHOE AIRPORT

FIRST AMENDMENT TO THE MINDEN-TAHOE AIRPORT

JOHN MARSALIS

BARBARA REED
CLERK
DEPUTY

AIRPORT LEASE AGREEMENT

This first amendment to the real property lease agreement (LL073) dated October 3, 2002, is made on March 6, 2003, between Douglas County, by the Douglas County Board of Commissioners, ("Landlord"), whose address is Post Office Box 218, Minden, Nevada, 89423, and John Marsalis, 2321 P-51 Court Suite 402, Minden, Nevada 89423, who agree as follows:

RECITALS

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

- a. Landlord entered into a written lease agreement for the parcel on October 3, 2002 with John Marsalis. The lease is recorded as document 0554953, book 1002, pages 6578-06601.
- b. The Tenant and County agree to amend the lease to decrease the square footage of the common area, due to parking locations for proposed buildings on adjacent leaseholds, and to decrease the monthly maintenance fee.

The parties agree to amend the lease as follows:

6. Rent. The last sentence after Site Rent is amended as follows:
Tenant shall pay County a monthly maintenance fee in the amount of (1,381.02 square feet x \$0.15 / 12 months = \$17.27) for their portion of the common area, as shown in exhibit D, in addition to the monthly lease rent.

Exhibit D. Is replaced with the attached new Exhibit D2.

0569693

COUNTY

TENANT

DOUGLAS COUNTY,
a political subdivision of the State
of Nevada

John Marsalis

By *Steve Weissinger*
Steve Weissinger
Chair, Douglas County Commissioners

By *John Marsalis*
John Marsalis

Recommended for approval
and approved as to content:

By *Jim Braswell*
Jim Braswell
Operational Services Director

Approved as to form:

By *Robert J. Morris*
Robert Morris
Chief Deputy District Attorney

Attest:

By *Barbara Reed* 3-603
Barbara Reed, Clerk

BY *Carla Lord* DEPUTY

909-02-02
02/19/03

DESCRIPTION

A parcel of land located within a portion of the East one-half (E½) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

COMMENCING at Airport Control Monument No. 2, as shown on that Amended Record of Survey No. 14 for Douglas County, as recorded in Book 488, at Page 239, as Document No. 175533;

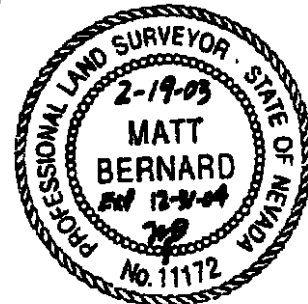
thence North 09°52'50" East, 1,547.40 feet;
thence North 00°13'06" West, 669.32 feet;
thence South 89°58'45" West, 542.26 feet to a point on the easterly right-of-way line of P-51 Court;
thence along said right-of-way line North 00°01'15" West, 92.00 feet;
thence North 89°58'45" East, 200.00 feet to **THE POINT OF BEGINNING**;

thence North 00°01'15" West, 140.00 feet;
thence South 89°58'45" West, 200.00 feet to a point on said easterly right-of-way line of P-51 Court;
thence along said right-of-way line North 00°01'15" West, 50.00 feet;
thence North 89°58'45" East, 206.00 feet;
thence North 00°01'15" West, 140.00 feet;
thence North 89°58'45" East, 73.00 feet;
thence South 00°01'15" East, 330.00 feet;
thence South 89°58'45" West, 79.00 feet to **THE POINT OF BEGINNING**, containing 35,230 square feet, more or less.

The Basis of Bearing of this description is North 00°01'15" West, the bearing of the centerline of P-51 Court, as shown on that Record of Survey for Minden Air Corp., recorded in Book 1198, at Page 9, Document No. 483175, Official Records of Douglas County, Nevada.

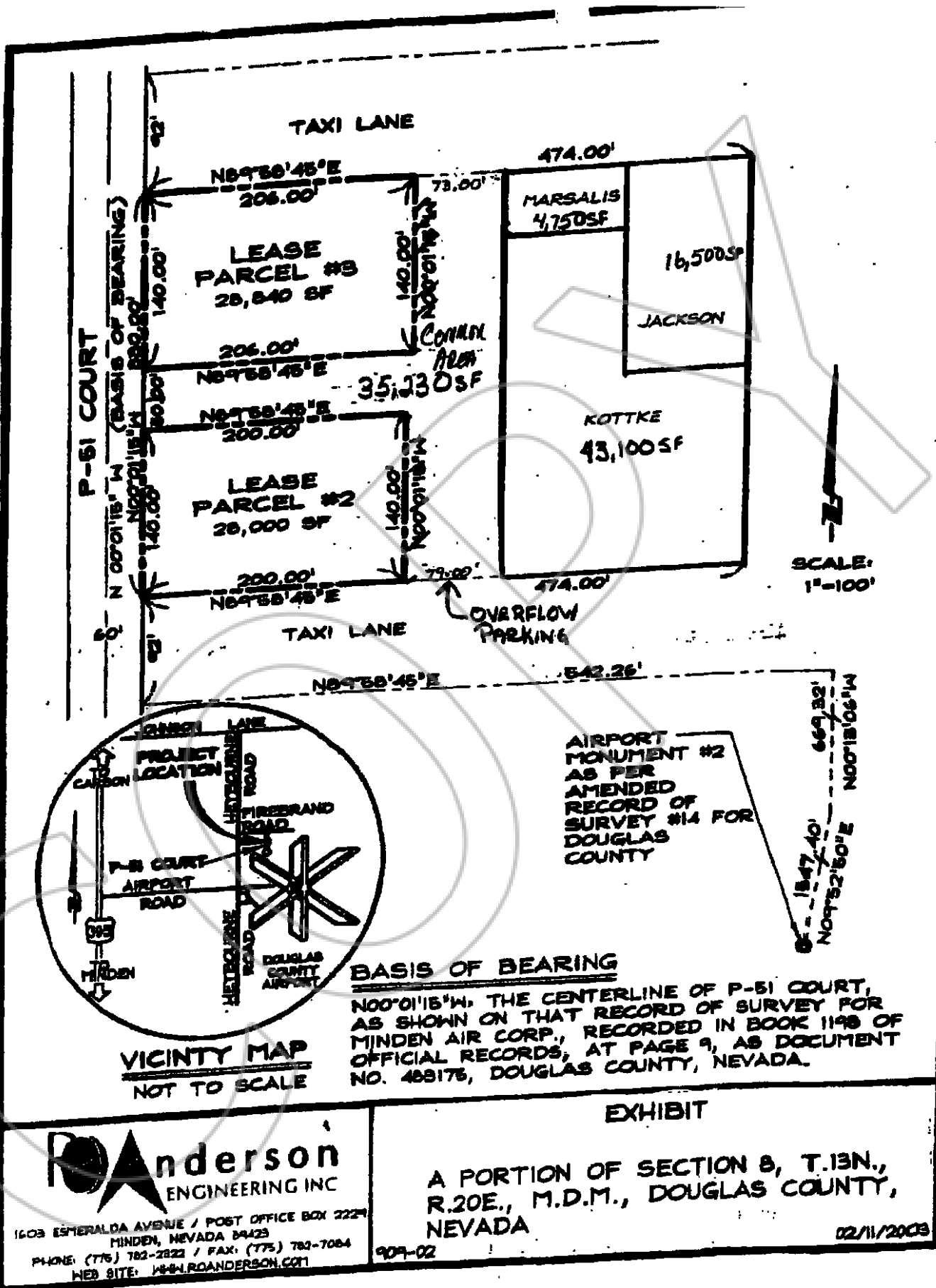
Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



0569693

BK0303PG04681



Anderson
ENGINEERING INC

1603 ESHERALDA AVENUE / POST OFFICE BOX 2224
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT D2

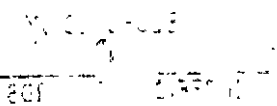
2-11-09; 2:16PM; P.O. ANDERSON

0569693
BK 0303 PG 04682

P-51 Court Common Area Maintenance Fee

Area	Total Square Footage of Land Lease Area	% of Total Square Footage of Land Lease Area	Total Common Area Sq Ft	% of Common Sq. Ft Area	Maintenance Fee Charges	Annual Maintenance fee \$.15	Monthly Maintenance Fee \$.15 (*)
Total Leased Area	121,190		35,230				
Sierra Sierra Enterprises	43,100	35.56%	12,527.79	35.56%	\$0.15	\$1,879.17	
Bernie Jackson	16,500	13.62%	4,798.33	13.62%	\$0.15	\$719.75	
John Marsalis *	4,750	3.92%	1,381.02	3.92%	\$0.15	\$207.15	\$17.27
Skyline Hangars Minden (LL071) *	28,000	23.12%	8,145.18	23.12%	\$0.15	\$1,221.78	\$101.82
Skyline Hangars Minden (LL069) *	28,840	23.78%	8,377.69	23.78%	\$0.15	\$1,256.65	\$104.72
TOTAL	121,190	100.00%	35,230.00	100.00%	\$0.15	\$5,284.50	\$223.81

* Maintenance Fee paid Monthly


 0569693 0222220
 BK0303PG04603 009800009

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

17th day of August, 20 14

By [Signature] Deputy