

Assessor's Parcel Number: N/A

Date: AUGUST 9, 2018

Recording Requested By:

Name: ERIN EICHHORST, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00077564201809178710040043

KAREN ELLISON, RECORDER

BUILDING LEASE AMENDMENT #2018.184

(Title of Document)

BOCC APPROVED
AUGUST, 2, 2018
ITEM: N

FILED

2018.184

2018 AUG -7 PM 2: 59

MINDEN-TAHOE AIRPORT

BUILDING LEASE 1150 AIRPORT ROAD (Tail Dragger Cafe), ASSIGNMENT AND AMENDMENT #2

DOUGLAS COUNTY
CLERK
[Signature]

This Assignment of Lease and Lease Amendment #2 (“Amendment #2”) is entered into this 2nd day of August, 2018 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 Tail Dragger Cafe, LLC, (“Lessee”) a Nevada Limited Liability Company with an address at 1150 Airport Road, Minden, Nevada 89423, and Renee McElvain and Steven McElvain, husband and wife (together “Assignees”), individuals with an address at 1150 Airport Road, Minden, Nevada 89423. County, Lessee and Assignee 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 in August 2017 for the lease of a commercial Building (“Lease”), specifically 3,000 square feet of public restaurant space and office space at 1150 Airport Road in Minden, Nevada;

WHEREAS, Lessee operates a public restaurant, the “Taildragger Cafe” (“Restaurant”), upon the leased premises;

WHEREAS, Section 1.14 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 County and Lessee;

WHEREAS, Lessee previously requested approval by the County to transfer an undivided 50% interest in the Restaurant to Assignee, which the County approved in Lease Amendment No. 1 on January 4, 2018; and

WHEREAS, Lessee now desires to transfer the remaining undivided 50% interest in the Restaurant to Assignees and Assignees desire to purchase the remaining 50% interest; and

WHEREAS, Article 13 of the Lease requires Lessee to obtain prior written consent from the County in order to assign, transfer, sublease, or otherwise convey any interest in the Lease;

WHEREAS, Section 13.02 of the Lease defines a transfer of at least 50% of Lessee’s company as an “assignment” subject to the requirements of Article 13;

WHEREAS, Article 13 of the Lease further requires Lessee to “sign, and ensure that the proposed assignee, transferee or sublessee shall sign, County’s document memorializing County’s consent to such assignment, transfer or sublease and its conditions of that consent;” and

WHEREAS, the County deems it advantageous to approve Lessee’s proposed assignment of an interest in the Lease;

NOW, THEREFORE, be it agreed by and between County and Lessee, that the terms of the August 2017 Lease, as amended by the January 4, 2018 Amendment #1 will be amended as follows:

1. This Amendment shall become effective on the date on which the Amendment is signed by all Parties (“Effective 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 Article 1 of the Lease.
3. All of the terms, covenants and conditions of the Lease are hereby ratified and reaffirmed by all Parties hereto as amended.
4. Prior to the Effective Date, Lessee shall provide to County a fully executed copy of its agreement with Assignees regarding the transfer of interest in the Restaurant.
5. Assignees, and each of them, hereby accept this assignment and agree to assume and be bound by all of the terms of the Lease (a copy of which Assignees have each received and reviewed), beginning on the Effective Date.
6. The Parties agree that this assignment of the Lease shall *not* release Lessee from any liability under the Lease and Lessee shall remain jointly and severally liable with the Assignees under the terms of the Lease.
7. Assignees each individually agree that each shall be jointly and severally liable with Lessee for the obligations of Lessee under the Lease,
8. The Parties agree and understand that County’s consent to this assignment shall not constitute a consent to any future assignments or subletting.
9. The Parties each agree and acknowledge that the sales price of Tail Dragger LLC is One Hundred and Seventeen Thousand Dollars (\$117,000); and that, pursuant to Article 13, Section 13.01, Paragraph C, the County is entitled to payment of 2% of the sales price, equaling Two Thousand, Three Hundred and Forty Dollars (\$2,340). Assignees shall ensure that such payment is made to the Airport by no later than thirty days after the Effective Date of this Amendment #2.
10. 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.

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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 Steven J. Thaler, Chairman, Douglas County Board of Commissioners, and the following individuals in their individual capacities and in their capacities as managing members of the Tail Dragger Cafe, LLC, on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature] 8/14/18
Steven J. Thaler, Chairman (Date)
Douglas County Board of Commissioners

Attest: [Signature]
Kathy Lewis, Douglas County Clerk

ASSIGNOR:

Mary S. Getty & Tail Dragger Cafe, LLC

By: [Signature]
Mary S. Getty, Managing Member (Date)

ASSIGNEES:

Renee McElvain & Tail Dragger Cafe, LLC

Signature: [Signature]
Renee McElvain, Managing Member (Date)

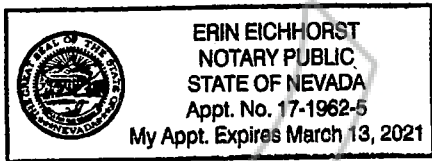
Steven McElvain & Tail Dragger Cafe, LLC

Signature: [Signature]
Steven McElvain, Managing Member (Date)

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 31 day of July 2018, by Renee McElvain.

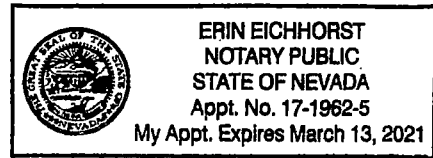
[Signature]
Notary Signature



STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 27th day of July 2018, by Steven McElvain.

[Signature]
Notary Signature



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

[Signature]
By: [Signature] Deputy