

Recorder's Office Cover Sheet

Recording Requested By:

Name: ERIN EICHHORST

Department: MINDEN-TAHOE AIRPORT



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: ASSIGNMENT AND LEASE AMENDMENT #2

FILED

NO. 2020.053

3-10-20
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

MINDEN-TAHOE AIRPORT

LAND LEASE 023

BY [Signature] DEPUTY

ASSIGNMENT AND LEASE AMENDMENT # 2

This Assignment of Lease and Lease Amendment #2 ("Amendment #2") is entered into this 5th day of March, 2020 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 Joshua A. Southwick, Trustee of the Samuel George Southwick Trust, dated December 7, 1992, ("Lessee" or "Assignor"), and Roger and Sheryl Harker, Trustees of the Roger G. and Sheryl M. Harker 2002 Revocable Trust, dated December 30, 2002 ("Assignee"), with an address at PO Box 2680, 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, effective May 1, 1998 for the lease of approximately 4,205 square feet ("Lease") at the Airport; and

WHEREAS, the County and Lessee subsequently executed Lease Amendment #1 on June 6, 2002, which modified the lease size and term ("Amendment #1"); and

WHEREAS, Lessee has constructed a hangar upon the leased premises;

WHEREAS, Section 34 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 has requested approval by the County to assign 100% of its interest in the Lease to Assignee; and

WHEREAS, Section 21 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, 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 Lease will be amended as follows:

1. This Amendment #2 shall become effective on the date on which the Amendment #2 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 Lease, as amended by Amendment #1.

3. All of the terms, covenants and conditions of the Lease, as amended by Amendment #1, are hereby ratified and reaffirmed by all Parties hereto.
4. Prior to the Effective Date, Lessee shall provide to County a fully executed copy of its agreement with Assignee regarding the transfer of interest in any fixtures or facilities upon the Leasehold.
5. Assignee hereby accepts this assignment and agrees 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 and to be held liable under the terms of the Lease.
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 Assignee under the terms of the Lease, to the extent that any Liability arises as a result of any cause or occasion on or before the Effective Date.
7. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
8. 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.
9. The Parties may execute this Settlement Agreement in counterparts and all will constitute one agreement that will be binding on all the Parties.

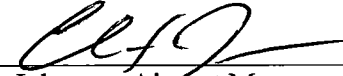
Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through William B. Penzel, Chairman, Douglas County Board of Commissioners, and Joshua A. Southwick in his capacity as Trustee of the Samuel George Southwick Trust, dated December 7, 1992; and Roger Harker and Sheryl Harker in their capacities as Trustees of the Roger G. and Sheryl M. Harker 2002 Revocable Trust, dated December 30, 2002, on the respective dates indicated below.

LESSOR:

Douglas County

By: 
Chris Johnson, Airport Manager (Date)
For: William B. Penzel, Chairman
Douglas County Board of Commissioners

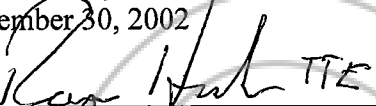
ASSIGNOR:

Joshua A Southwick, Trustee
Samuel George Southwick Trust,
dated December 7, 1992.


By: _____
(Date)

ASSIGNEES:

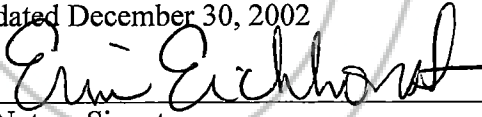
Roger Harker, Trustee
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002

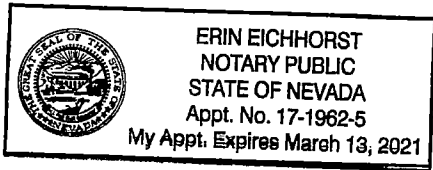
Signature:  TTE
Date: 26 FEB 2020

Sheryl Harker, Trustee
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002

Signature:  TTE
Date: 2-26-2020

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me, a
Notary Public, on the 26th day of February, 2020,
by Roger Harker and Sheryl Harker, Trustees of the
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002


Notary Signature



IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through William B. Penzel, Chairman, Douglas County Board of Commissioners, and Joshua A. Southwick in his capacity as Trustee of the Samuel George Southwick Trust, dated December 7, 1992; and Roger Harker and Sheryl Harker in their capacities as Trustees of the Roger G. and Sheryl M. Harker 2002 Revocable Trust, dated December 30, 2002, on the respective dates indicated below.

LESSOR:

Douglas County

By: _____
Chris Johnson, Airport Manager (Date)
For: William B. Penzel, Chairman
Douglas County Board of Commissioners

ASSIGNOR:

Joshua A Southwick, Trustee
Samuel George Southwick Trust,
dated December 7, 1992.

By: _____
(Date) 2/27/20

ASSIGNEES:

Roger Harker, Trustee
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002

Signature: _____
Date: _____

Sheryl Harker, Trustee
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002

Signature: _____
Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me, a
Notary Public, on the ___ day of _____ 2020,
by Roger Harker and Sheryl Harker, Trustees of the
Roger G. and Sheryl M. Harker 2002 Revocable Trust,
dated December 30, 2002

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

10th day of May, 2020
By: _____ Deputy