

Recorder's Office Cover Sheet

Recording Requested By:

Name: Erin Eichhorst

Department: Airport



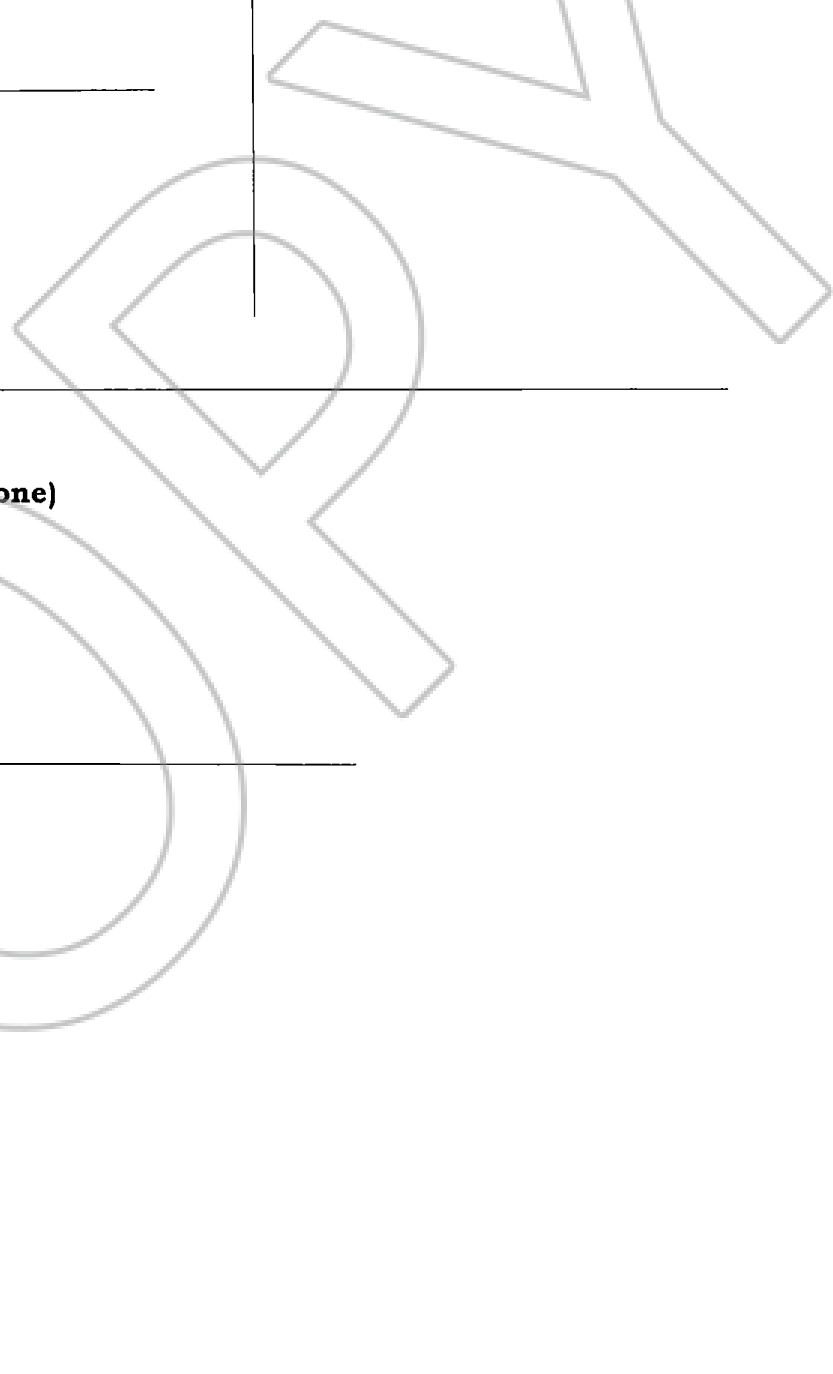
00111659202009465720040041

KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____



FILED
2020.076
NO. ~~2020.1099~~

5/26/20
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

MINDEN-TAHOE AIRPORT

LAND LEASE 059

BY DB DEPUTY

ASSIGNMENT AND LEASE AMENDMENT # 1

This Assignment of Lease and Lease Amendment # 1 ("Amendment # 1") is entered into this 20 day of May, 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"), and David Jackson, Trustee of the Bernie F. Jackson Trust, which includes the pertinent property belonging to Bernie Jackson ("Lessee" or "Assignor"), and Craig Ramstad ("Assignee"). 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 Bernie Jackson, effective January 1, 2001 for the lease of approximately 12,000 square feet ("Lease") at the Airport; and

WHEREAS, Lessee has constructed a hangar or other improvements upon the leased premises; and

WHEREAS, Bernie Jackson is now deceased, and the Land Lease is identified as property that funded the Bernie F. Jackson Trust, of which David Jackson is the Trustee ("Trustee"); and

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; and

WHEREAS, Section 21 of the Lease further requires Lessee and Assignee to provide the Airport with information regarding the nature of Assignee's business to be conducted on the premises, and such nature is as follows: to build a hangar and paved apron for private aeronautical use; 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 Lease will be amended as follows:

1. This Amendment # 1 shall become effective on the date on which it is signed by all Parties (“Effective Date”).
2. Except as specifically stated or amended herein, the Parties agree that the words and phrases within this Amendment shall have the meanings set forth in Lease.
3. All of the terms, covenants and conditions of the Lease, are hereby ratified and reaffirmed by all Parties hereto.
4. Trustee individually represents and warrant that Trustee has the authority to act on behalf of Lessee for the purpose of executing this document and disposing of Lessee’s assets at the Airport. Trustee further represents that no other individual, entity or other successor in interest exists or has any right to act on behalf of Lessee or to claim any interest in the Lease.
5. 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.
6. Assignee hereby accepts this assignment and agrees to assume and be bound by all of the terms of the Lease (a copy of which Assignee has received and reviewed), beginning on the Effective Date and to be held liable under the terms of the Lease.
7. 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.
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 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.
10. The Parties may execute this Amendment #1 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.

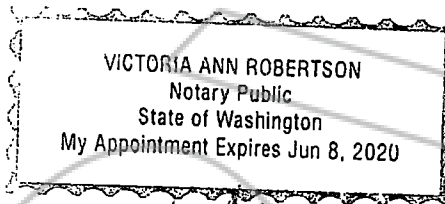
///
///
///
///
///

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Christopher Johnson, Airport Manager, as authorized by the Board of County Commissioners during a Public Meeting on MAY 21ST, 2020, and David Jackson, Trustee, in his individual capacity and on behalf of the Bernie F. Jackson Trust; and Craig Ramstad, in his individual capacity, on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature] 5/21/20
Chris Johnson, Airport Manager (Date)
For: William B. Penzel, Chairman
Douglas County Board of Commissioners



ASSIGNOR:

Bernie Jackson

By: David Jackson

Signature: [Signature]

Date: 5-20-2020

Washington
STATE OF NEVADA)
COUNTY OF DOUGLAS) *Whatcom*
This instrument was acknowledged before me,
a Notary Public, on the 20th day of May, 2020, by David Jackson.

[Signature]
Notary Signature

ASSIGNEE:

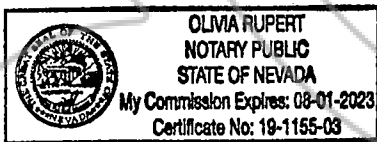
Craig Ramstad

Signature: [Signature]

Date: 5/20/20

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me,
a Notary Public, on the 20th day of May,
2020, by Craig Ramstad

[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

26th day of May, 2020

By [Signature] Deputy