

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Erin Eichhorst

**Department:** Airport

DOUGLAS COUNTY, NV

**2020-947506**

This is a no fee document

NO FEE

**06/11/2020 12:21 PM**

DC/AIRPORT

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KAREN ELLISON, RECORDER

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**Type of Document: (please select one)**

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

**specify:** \_\_\_\_\_

NO. 2020-0886/11/2020  
DATEDOUGLAS COUNTY CLERK  
MINDEN, NVBY JB DEPUTY**MINDEN-TAHOE AIRPORT****LAND LEASE 075****ASSIGNMENT AND LEASE AMENDMENT # 1**

This Assignment of Lease and Lease Amendment # 1 ("Amendment # 1") is entered into this 11<sup>th</sup> 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 Sierra Sierra Enterprises, Inc. ("Lessee" or "Assignor"), and Kendall Larsen ("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 Sierra Sierra Enterprises, Inc., effective October 3, 2002 for the lease of approximately 43,100 square feet ("Lease") at the Airport; and

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

WHEREAS, Sierra Sierra Enterprises, Inc. was an active Nevada Corporation registered with the Nevada Secretary of State at the time it entered into the lease with the County, and the Lease was executed by Dennis Kottke, one of its Officers; and

WHEREAS, Sierra Sierra Enterprises, Inc. was subsequently dissolved, but has not yet disposed of all of its property or assets, to include its interest in the Lease, and pursuant to NRS 78.585, Sierra Sierra Enterprises, Inc. continues to exist for the purpose of winding up its affairs, to include to disposal of its assets; and

WHEREAS, this Amendment #1 will be executed, on behalf of Lessee, by Dennis Kottke the signatory to the Lease and Secretary of Sierra Sierra Enterprises, Inc. at the time of its dissolution, and Diane Kottke, the President of Sierra Sierra Enterprises, Inc. at the time of its dissolution; and

WHEREAS, Section 32 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 19 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 # 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. 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 Assignee has 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 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.

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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 7, 2020, and **Dennis Kottke and Diane Kottke in their individual capacities and in the capacities as Officers** of the now dissolved Sierra Sierra Enterprises, Inc.; and Kendall Larsen, in his individual capacity, on the respective dates indicated below.

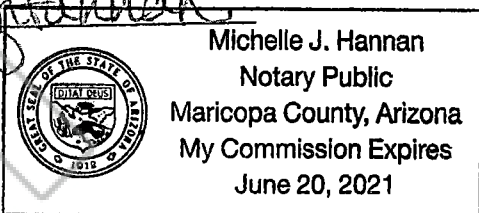
**LESSOR:**  
*Douglas County*

By: [Signature] 6/10/20  
Chris Johnson, Airport Manager (Date)  
For: William B. Penzel, Chairman  
Douglas County Board of Commissioners

**ASSIGNOR:**  
*Sierra Sierra Enterprises, Inc.*  
By: Diane Kottke or Dennis Kottke

Signature: [Signature]  
Signature: [Signature]  
Date: 6/9/20

STATE OF NEVADA )  
COUNTY OF DOUGLAS )  
This instrument was acknowledged before me, a Notary Public, on the 9 day of June 2020, by Diane Kottke or Dennis Kottke.

[Signature]  
Notary Signature  


**ASSIGNEE:**  
*Kendall Larsen*

Signature: [Signature]  
Date: 6/8/2020

STATE OF NEVADA )  
COUNTY OF DOUGLAS )  
This instrument was acknowledged before me, a Notary Public, on the 8<sup>th</sup> day of June 2020, by Kendall Larsen

[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

11<sup>th</sup> day of June, 2020

By [Signature] Deputy