

Recorder's Office Cover Sheet

Recording Requested By:

Name: Heather Macdonnell

Department: Airport



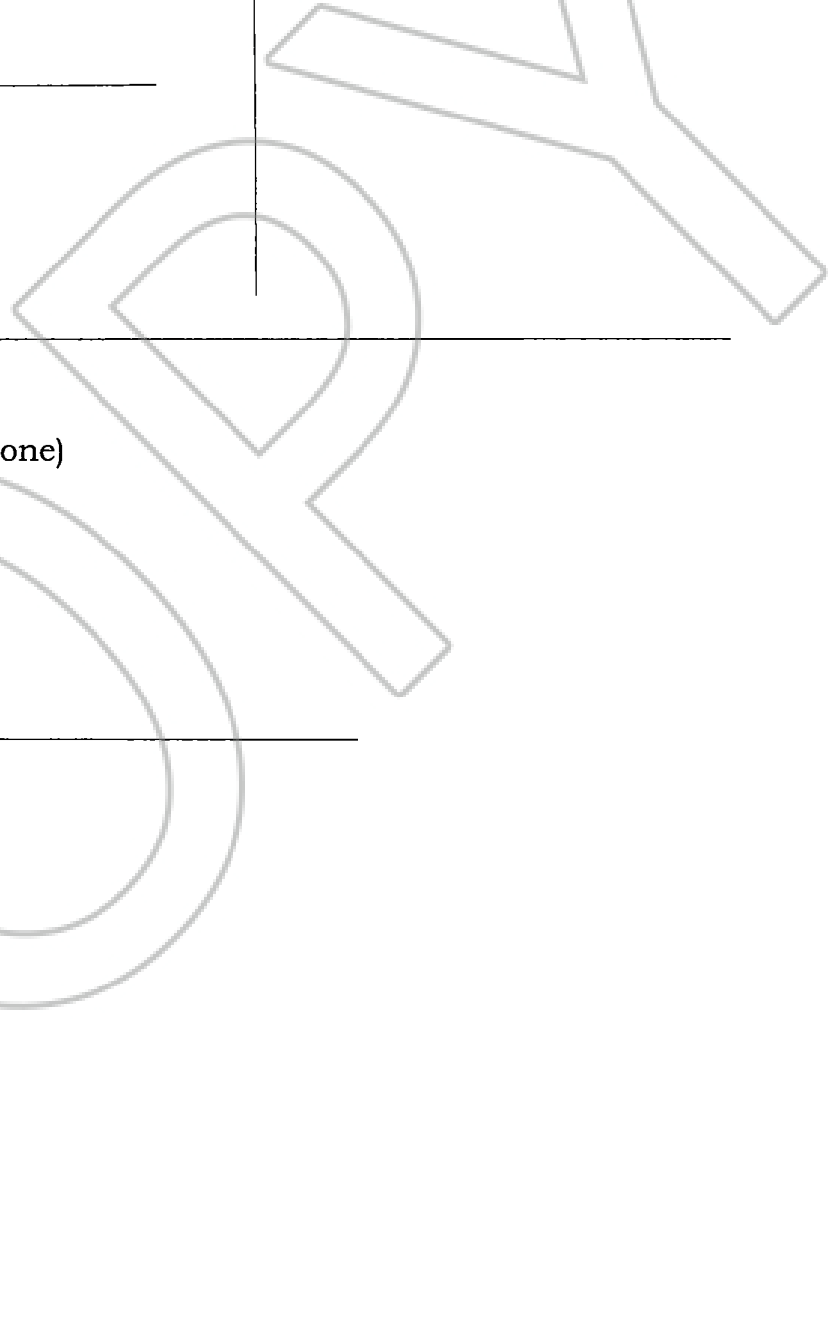
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

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



9/23/23

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NVBY AL DEPUTY**MINDEN-TAHOE AIRPORT**

LAND LEASE 032

**ASSIGNMENT OF LEASE AND AMENDMENT # 1**

This Assignment of Lease and Lease Amendment # 1 ("Amendment 1") is entered into this 22<sup>nd</sup> day of August, 2023 by and between the Lessor, Douglas County ("County"), which owns and operates the Minden-Tahoe Airport ("Airport"), and Robert N. Nye, Jr. ("Lessee" or "Assignor"), and James Herd ("Assignee"). County and Lessee 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 originally entered into a Lease with Lessee in 1998, and that lease is Recorded as Document No. 448839, and is referred to as "LL032"; and

WHEREAS, Section 21 of the Lease enables the Lessee to assign the Lease subject to the County's approval, and Lessee has sought such approval for the purpose of assigning LL032 to Assignee; and

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 it is signed and approved by both parties. ("Effective Date").
2. All of the terms, covenants and conditions of the Lease is hereby ratified and reaffirmed by all Parties hereto.
3. The County hereby approves Lessee and Assignee's request to exercise the fifteen (15) year option as set forth in Section 5 of the Lease.
  - a. The Option term will commence on September 1, 2023. On September 1, 2023, the Rent for the Premises will adjust to the now-in-effect Land Lease Rate for the west side of the Airport (\$0.40 per square foot per year). All other terms related to rent and payment remain unchanged by this amendment. The updated rent amount will be subject to annual CPI adjustments as set forth in Section 6 of LL032.
4. Assignor assigns and transfers to Assignee all its right title and interest in LL032 and Assignee accepts the assignment and agrees to assume and be bound by all of the terms of LL032, as amended (a copy of which has been provided to and reviewed by Assignee), beginning on the Effective Date. The Parties agree that Assignee will assume all rights and be burdened by all obligations upon Lessee under LL051.
5. Upon the effective date, all references, including notice provisions, pertaining to "Lessee" in LL032 shall be amended as follows:

Lessee: James Herd

Mailing address: 1103 Sierra Country Court; Gardnerville, Nevada 89460

Email address: jim@herdware.net

6. The Parties agree that this assignment of the Lease shall not release Assignor from any liability under LL032, to the extent that such liability arose (in whole or in part) from events predating the Effective Date. The County agrees to release Assignor from any obligation under LL032 that wholly accrues after the Effective Date. Assignor and Assignee agree that they are jointly and severally liable for any liability arising from events predating the Effective Date.
7. Assignee accepts the assignment of LL032, as amended, and agrees to assume and be bound by all of the terms of the Lease (as amended) (a copy of which has been received and reviewed), beginning on the Effective Date and to be held liable under the terms of 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 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 Jenifer Davidson, County Manager, as authorized by the Board of County Commissioners during a Public Meeting, and Robert Nye and James Herd, each in their individual capacity, on the respective dates indicated below.

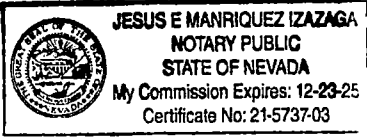
**LESSOR:**

*Douglas County*

By: \_\_\_\_\_

Jenifer Davidson, County Manager

As authorized in a public meeting on 08/17/2023



**LESSEE/ASSIGNOR:**

Robert Nye

Signature: Robert N. Nye, Jr.

Date: 7-18-23

STATE OF NEVADA )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the 18<sup>th</sup> day of July 2023, by Robert Nye.

Jesus E N Manriquez Izazaga  
Notary Signature

**ASSIGNEE:**

James Herd

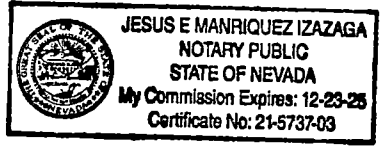
Signature: James Herd

Date: 7/18/23

STATE OF Nevada )  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public, on the 18<sup>th</sup> day of July, 2023 by James Herd.

Jesus E N Manriquez Izazaga  
Notary Signature & Seal



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

23 day of August, 20 23

By Imber Lane Deputy