

Recorder's Office Cover Sheet

Recording Requested By:

Name: Heather MacDonnell

Department: Airport

Item ID/Agreement #: DC-453-2024

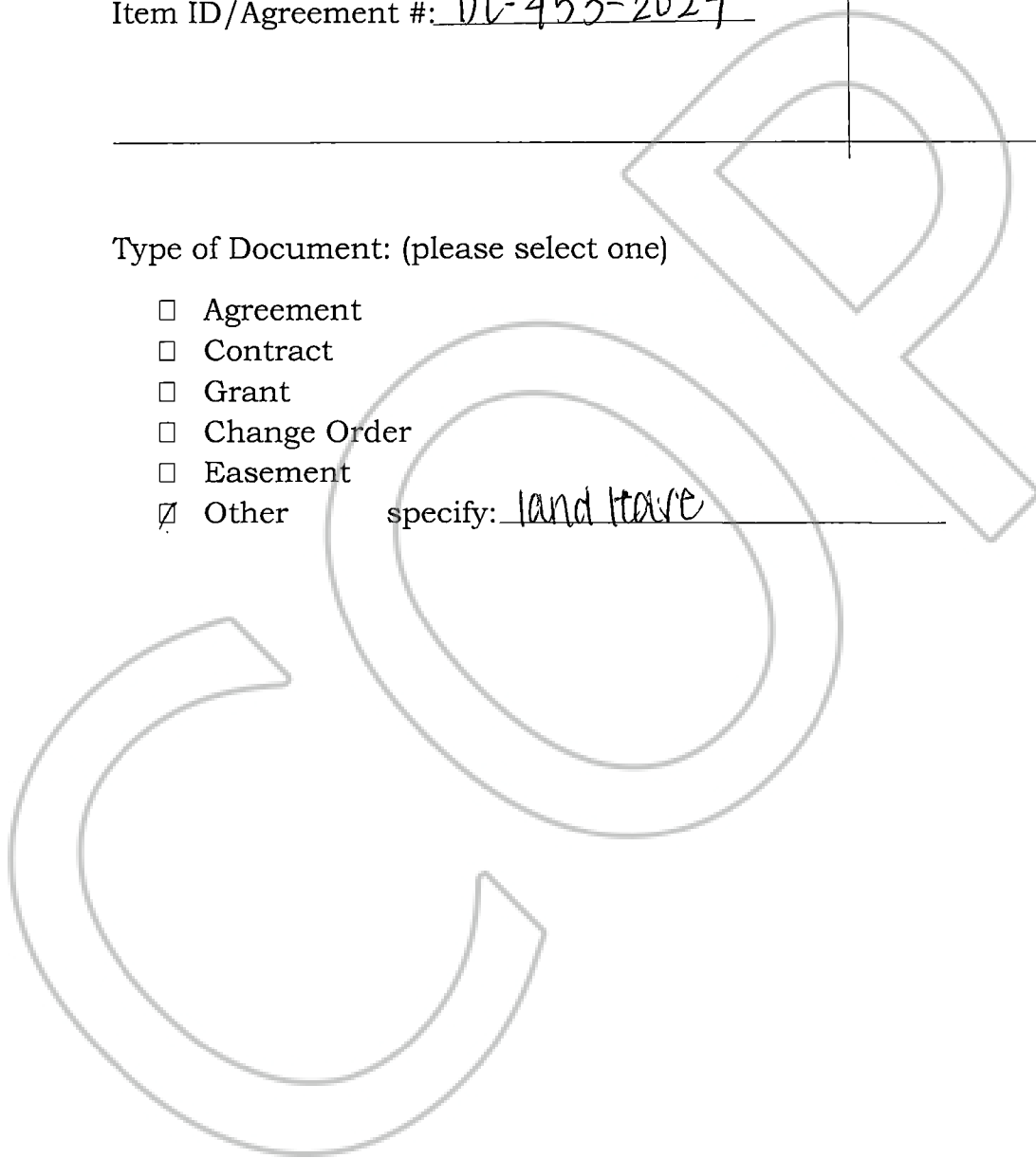


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: land lease



NO. DC-453-2024

4/19/24

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV**MINDEN-TAHOE AIRPORT****LAND LEASE 122**BY AL DEPUTY**ASSIGNMENT OF LEASE AND AMENDMENT # 1**

This Assignment of Lease and Lease Amendment # 1 ("Amendment 1") is entered into this 15 day of <sup>November</sup> ~~December~~, 2023 by and between the Lessor, Douglas County ("County"), which owns and operates the Minden-Tahoe Airport ("Airport"), and the Carl Jefferson Kennedy, Jr./Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust ("Lessee" or "Assignor"), and the John S. Hodgson Trust, as Amended and Restated in 2011 ("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 2016, and that lease is Recorded as Document No. 2016-885038, and is referred to as "LL122"; and

WHEREAS, Section 13 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 LL122 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. Assignor assigns and transfers to Assignee all its right title and interest in LL122 and Assignee accepts the assignment and agrees to assume and be bound by all of the terms of LL122, as amended (a copy of which has been provided to and reviewed by Assignee), beginning on the Effective Date.
4. The Parties agree that this assignment of the Lease shall not release Assignor from any liability under LL122, 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 LL122 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.
5. Assignee accepts the assignment of LL122, and agrees to assume and be bound by all of the terms of the lease (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.
6. Upon the effective date, all references, including notice provisions, pertaining to "Lessee" in LL122 shall be amended as follows:

Lessee: John S. Hodgson Trust

Mailing address: 197 Taylor Creek Rd.; Gardnerville, NV 89460

Email address: jrshdgson@me.com

7. Pursuant to Section 13.01(B) of LL122, "Two percent of the sale price shall be paid to the Minden-Tahoe Airport at the time of sale." Assignor and Assignee have reported the sale price as \$40,000. By no later than 10 business days from the Effective Date, Assignee shall cause \$800 to be paid to the County to satisfy the 2% obligation under paragraph 13.01(B). Failure to make such payment may, in County's discretion, be considered a violation of the lease by assignee.
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 Susan J. Kennedy, trustee of the Carl Jefferson Kennedy, Jr/Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust, and John S. Hodgson, trustee of the John S. Hodgson Trust, as Amended and Restate in 2011, each in their individual capacity, on the respective dates indicated below.

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[Signature Page(s) to follow]

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**LESSOR:**  
*Douglas County*

By: \_\_\_\_\_  
Jenifer Davidson, County Manager  
As authorized in a public meeting on \_\_\_\_\_

**ASSIGNOR:**  
*Carl Jefferson Kennedy, Jr/Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust*

STATE OF NEVADA )  
COUNTY OF DOUGLAS )

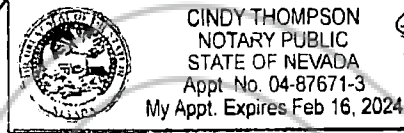
By: Susan J. Kennedy, Trustee

This instrument was acknowledged before me, a Notary Public, on the 13 day of December 2023, by Susan Kennedy, Trustee of the Carl Jefferson Kennedy, Jr/Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust.

Signature: *Susan J. Kennedy, Trustee*

Date: 12/13/2023

*Cindy Thompson*  
Notary Signature & Seal



**ASSIGNEE:**  
*John S. Hodgson Trust, as Amended and Restated in 2011*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

By: John S. Hodgson, Trustee

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by John S. Hodgson, Trustee of the John S. Hodgson Trust.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature & Seal

**LESSOR:**  
Douglas County

By: [Signature]  
Jenifer Davidson, County Manager  
As authorized in a public meeting on 4/18/24

**ASSIGNOR:**  
Carl Jefferson Kennedy, Jr/Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust

By: Susan J. Kennedy, Trustee  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF NEVADA )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_ day of \_\_\_\_\_ 2023, by Susan Kennedy, Trustee of the Carl Jefferson Kennedy, Jr/Susan Jane De Hoff Kennedy Revocable Inter Vivos Family Trust.

\_\_\_\_\_  
Notary Signature & Seal

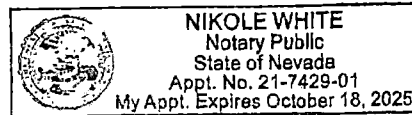
**ASSIGNEE:**  
John S. Hodgson Trust, as Amended and Restated in 2011

By: John S. Hodgson, Trustee  
Signature: [Signature]  
Date: 15/11/2023

STATE OF Nevada )  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public, on the 15 day of November, 2023 by John S. Hodgson, Trustee of the John S. Hodgson Trust.

\_\_\_\_\_  
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

19 day of April, 20 24  
By [Signature] Deputy