

Recorder's Office Cover Sheet

Recording Requested By:

Name: Heather Macdonnell

Department: Airport

Item ID/Agreement #: DC-929-2024



00184484202410106500090092

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



8/1/24

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV**MINDEN-TAHOE AIRPORT**

LAND LEASE 066

BY AL DEPUTY**ASSIGNMENT AND LEASE AMENDMENT # 3**

This Assignment of Lease and Lease Amendment # 3 ("Amendment # 3") is entered into by and between Douglas County, Nevada ("County" or "Lessor"), and Analisa Wulfsberg ("Lessee" or "Assignor"), and Gr8daynevada LLC ("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 C. Reade Kaley, effective March 1, 2000 for the lease of approximately 3,120 square feet ("Lease") at the Airport (Recorded as Document No. 2000-0485960), and the Lease was originally referred to as Land Lease 041; and

WHEREAS, a hangar or other improvements have been constructed upon the leased premises; and

WHEREAS, effective January 3, 2002, the referenced land lease was assigned from C. Read Kaley to Patrick C. Samal with County approval (Recorded as Document No. 2002-0531891), and at this time, the land lease was re-numbered to Land Lease 066 ("LL066"); and

WHEREAS, effective June 7, 2007, LL066 was assigned from Patrick Samal's estate to Analisa Wulfsberg with County approval (Recorded as Document No. 2007-0703155); 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;

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 and Assignee, that the terms of the Lease will be amended as follows:

1. This Amendment # 3 shall become effective on July 18, 2024 ("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. Assignee hereby accepts this assignment and agrees to assume and be bound by all of the terms of the Lease, as amended, (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.
5. 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.
6. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
7. 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.
8. Leased Premises: The Leased Premises or "Premises" as defined in Exhibit A of the Lease shall be amended to include additional square footage immediately adjacent to the original leasehold. Beginning on the Effective Date of this Amendment, the Premises shall consist of 6,251 square feet, as described and depicted in Exhibit A-3 hereto.
9. Additional Improvements: In exchange for the additional square footage and additional time on the lease term, Assignee has committed to completing additional improvements upon the Premises. Specifically, Assignee will design and construct upon the Premises an indoor restroom (including water, waste water and electrical utilities) for use by Assignee and Assignee's invitees. Such restroom shall be completed by no later than 60 calendar months from the Effective Date. Assignee shall obtain all necessary permits and approvals for the additional improvements.
10. Lease Term: In consideration for Lessee's completion of the above described Additional Improvements, Lessee shall be entitled to an additional option period of twenty-five (25) calendar years ("Second Option Term"). The Second Option Term may be exercised by Lessee provided that Lessee is not in default at the time of exercise or has not, on more than one prior occasion, been in default. For the option period, Rent will adjust upward to the then-in-effect rental rate for similarly situated unimproved land on Airport property; all other terms of the Lease, as amended, will remain in effect. If Lessee has not completed the Additional Improvements described above in the time set forth above, then the County may use this failure as the sole basis to deny Lessee's request to exercise the second option term.
11. The Parties may execute this Amendment in counterparts and all will constitute one agreement that will be binding on all the Parties.
12. Notices & Identity: upon the Effective Date, all references to "Lessee" shall be updated to reflect this amendment. Lessee shall be identified as "Gr8daynevada LLC" Lessee's noticing address is as follows:

Gr8daynevada LLC
c/o Steven Blackburn, Managing Member
195 Highway 50, Suite 104
PMB 226
Zephyr Cove, NV, 89448

13. Lessee and Assignee have agreed to the terms of a transaction which include the sale of a hangar and/or interest in the Lease for a total consideration of \$300,000. Pursuant to the terms of the Minden-Tahoe Airport's Leasing Policy, Lessee and Assignee are required to pay to the airport a fee equal to 2 percent of the gross selling price. By no later than the Effective Date Lessee and Assignee shall pay to the airport \$6,000 to satisfy this requirement. Failure to make timely payment will be grounds for a default.

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.

[signature page to follow]

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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, Analisa Wulfsberg, and Steven Blackburn as Managing Member of Gr8daynevada LLC, on the respective dates indicated below.

LESSOR:
Douglas County

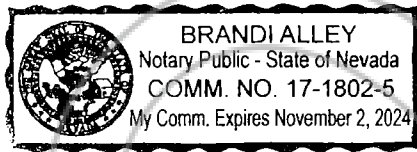
By: _____
Jenifer Davidson, County Manager
As Authorized by the Board of County
Commissioners on the 18th day of July, 2024

ASSIGNOR:
Analisa Wulfsberg

Signature: _____
Date: 19 July 2024

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me,
a Notary Public, on the 19th day of JULY
2024, by Analisa Wulfsberg.

Notary Signature



ASSIGNEE:
Gr8daynevada LLC
By: Steven Blackburn, Managing Member

Signature: _____
Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me,
a Notary Public, on the ___ day of _____
2024, by Steven Blackburn, managing member
of Gr8daynevada LLC.

Notary Signature

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, Analisa Wulfsberg, and Steven Blackburn as Managing Member of Gr8daynevada LLC, on the respective dates indicated below.

LESSOR:

Douglas County

By: [Signature]
Jenifer Davidson, County Manager
As Authorized by the Board of County
Commissioners on the 18th day of July, 2024

ASSIGNOR:

Analisa Wulfsberg

Signature: _____

Date: _____

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the ___ day of _____ 2024, by Analisa Wulfsberg.

Notary Signature

ASSIGNEE:

Gr8daynevada LLC

By: Steven Blackburn, Managing Member

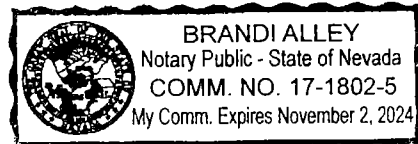
Signature: [Signature]

Date: 7/15/24

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 15th day of JULY 2024, by Steven Blackburn, managing member of Gr8daynevada LLC.

[Signature]
Notary Signature



DESCRIPTION
AIRPORT LEASE L066
(MINDEN-TAHOE AIRPORT)

All that real property situate in Douglas County, State of Nevada, described as follows:

A parcel of land within a portion of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the most easterly corner of Land Lease 066, a point from which Airport Control Monument No. 2 per the Amended Record of Survey # 14 for Douglas County, filed for record April 4, 1988, in the Office of Recorder, Douglas County, Nevada as Document No. 175533, bears North 53°05'53" East, a distance of 1603.69 feet;

thence the following courses and distances:

South 45°16'52" West, a distance of 103.50 feet

North 44°43'08" West, a distance of 60.40 feet

North 45°16'52" East, a distance of 103.50 feet

South 44°43'07" East, a distance of 60.40 feet to the **POINT OF BEGINNING**, containing 6,251 square feet, more or less.

SEE EXHIBIT "LAND LEASE 066," Plat to Accompany Description, attached hereto and made a part hereof.

The Basis of Bearings for this description is NAD 83, Nevada State Plane, West (2703) zone, scaled around 0,0 by the combined scale factor of 1.0002 as measured from NGS control monument "FAA MEV A".

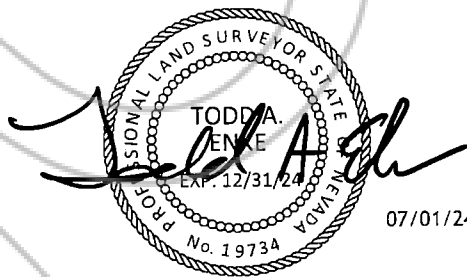
Prepared by:

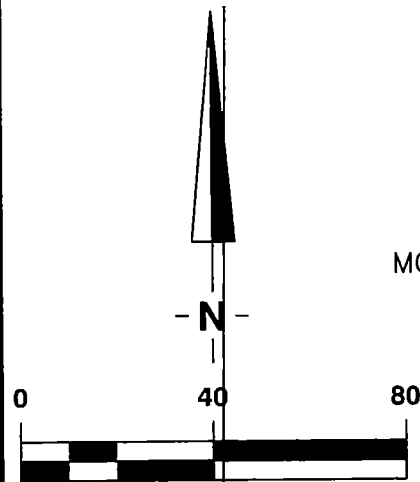
Todd A. Enke, P.L.S. 19734

Resource Concepts, Inc.

340 N. Minnesota Street

Carson City, NV 89703

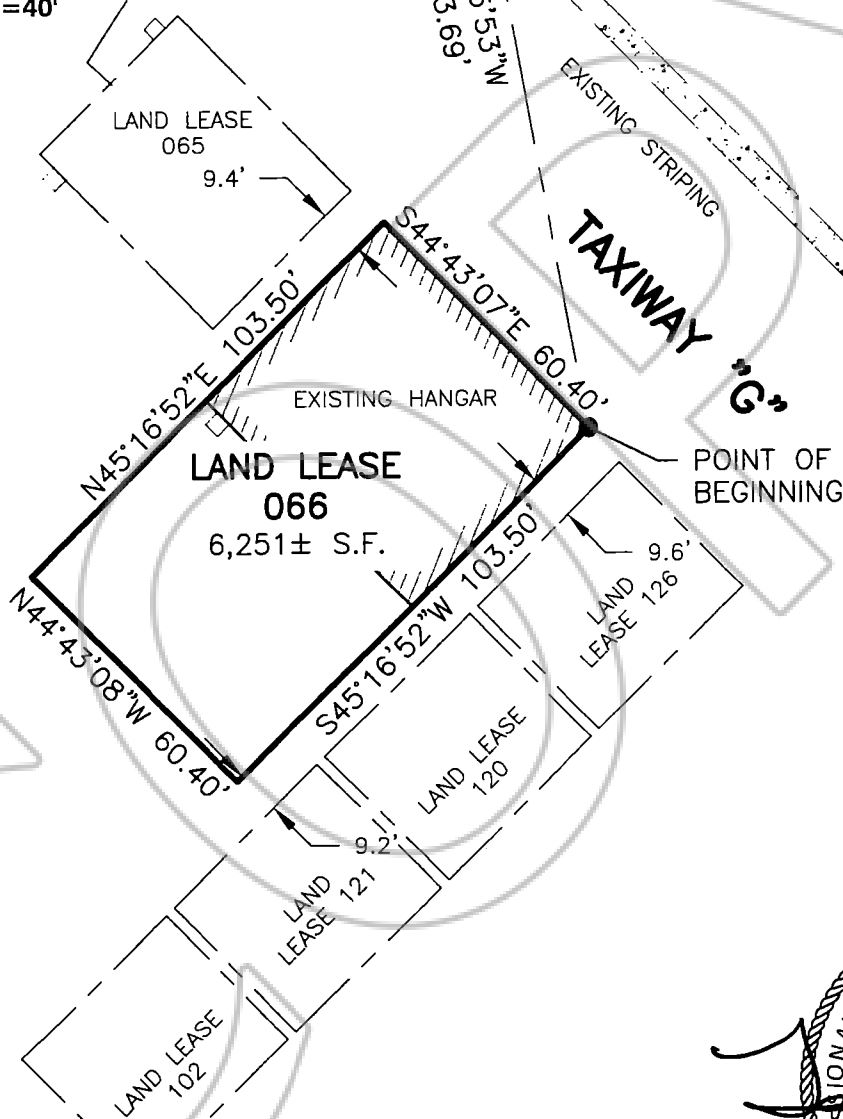




AIRPORT CONTROL MONUMENT NO. 2

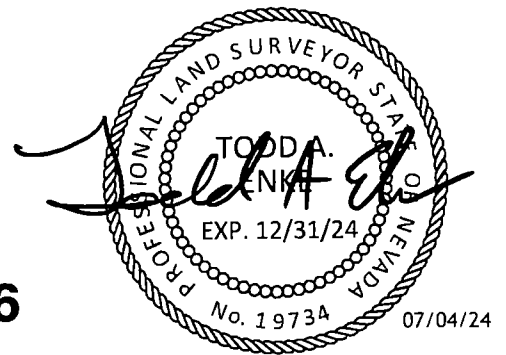
S36°13'52"W
647.22' (TIE)

FAA MEV A
N 14676090.44
E 2292393.71



**EXHIBIT
LAND LEASE 066**

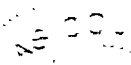
**FOR
STEVE BLACKBURN
2200 TAXIWAY "G"
MINDEN-TAHOE AIRPORT**



THE BASIS OF BEARINGS FOR THIS EXHIBIT IS NAD 83, NEVADA STATE PLANE, WEST (2703) ZONE, SCALED AROUND 0.0 BY THE COMBINED SCALE FACTOR OF 1.0002 AS MEASURED FROM NGS CONTROL MONUMENT "FAA MEV A".



COPY

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

1 day of August, 20 24

By  Deputy