MEMORANDUM

TO:        Airport Board

FROM:      Patrick Dame, CM, Executive Director

DATE:      September 10, 2019

RE:        Assignment and Acceptance of Lease Agreement
            Anthony Cuzela and GRCC Corporation

Anthony Cuzela has sold his hangar located at 3965 Cook Hangar Lane to GRCC Corporation (George Aikens). The attached Assignment of Lease transfers the lease to GRCC Corporation and requires Airport Board approval. The lease expires December 31, 2022, and has no extension options.

Mr. Aikens currently has an Airport Operator Permit for avionics maintenance and operates his business out of L&D Aero. Mr. Aikens plans to make improvements to the hangar in order to meet minimum standards to relocate his business to the hangar. As that process moves forward, we will negotiate a new lease with him based on the improvements made to the hangar to allow the commercial activity to be conducted from that location.

STAFF RECOMMENDATION:  Staff recommends approval of the Assignment and Acceptance of Lease Agreement between Anthony Cuzela and GRCC Corporation.
ASSIGNMENT OF LEASE AGREEMENT

FOR VALUABLE CONSIDERATION received, the undersigned, Anthony Cuzela of 1905 Sunny Springs Drive, Rapid City, SD 57702 (hereafter "Assignor"), does hereby assign, set over and transfer unto GRCC Corporation of 622 Ed Beegles Lane, Greeley, CO, 80632, hereafter "Assignee"), all of Assignor's right, title and interest in that certain Airport Private Hangar Area Ground Lease Agreement, by and between RAPID CITY REGIONAL AIRPORT/CITY OF RAPID CITY, of Rapid City, South Dakota, as Lessor, and Anthony Cuzela, as Lessee, covering the following described property, to-wit:

PRIVATE HANGAR AREA CONSISTING OF 8,745 SQUARE FEET LOCATED AT SECTION 17, T1N, R9E, GHM, MORE GENERALLY DESCRIBED AS COOK HANGAR LANE.

Assignee does hereby accept this assignment and covenants and agrees to perform all of the obligations of Lessee under the terms of said lease. Assignee further agrees to indemnify and hold Assignor harmless from all future liabilities and claims arising out of the Lease Agreement.

Assignor agrees to remain liable to Lessor for the remainder of the term of the Agreement, including paying Lessor any portion of rents, fees, and/or other charges not paid by the Assignees when due and owing.

DATED this 6th day of September, 2019

ASSIGNOR: ANTHONY CUZELA

ASSIGNEES: GEORGE AIKENS, PRESIDENT

CONSENT TO ASSIGNMENT

CONSENT IS HEREBY GRANTED to the foregoing assignment.

DATED this ______ day of __________________________, ________.

RAPID CITY REGIONAL AIRPORT/CITY OF RAPID CITY, SOUTH DAKOTA

Attest: Shawn Gab, Secretary

By Darren Haar, President
ACKNOWLEDGEMENT

State of South Dakota) ss.
County of Pennington )

On this ______ day of ____________, 2019, before me, the undersigned officer personally appeared Anthony Cuzela, who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

Notary Public, South Dakota
My Commission Expires

State of Colorado ) ss.
County of Weld )

On this ___ day of September, 2019, before me, the undersigned officer personally appeared George Aikens, who acknowledged herself to be the President of GRCC Corporation, whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

ADRIAN RAMIREZ JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184142023
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Notary Public, South Dakota
My Commission Expires
11-05-2022