

**CITY OF SAN MARCOS, TEXAS
SAN MARCOS REGIONAL AIRPORT**

ASSIGNMENT OF PRIVATE HANGAR LEASE

STATE OF TEXAS

COUNTY OF CALDWELL

This Assignment of Lease is made between The Dozier Family Trust (the "Assignor") and Edwin H. Cooper (the "Assignee").

WHEREAS, the City of San Marcos (the "City") as Lessor and The Dozier Family Trust as Lessee entered into a Lease (the "Lease") dated March 24, 1997 which covers a 3,079.95 square foot tract of property at the San Marcos Regional Airport, William Pettus Survey, Caldwell County, Texas, described therein and also as described in the attached Exhibit A (the "Property"); and

WHEREAS, The Dozier Family Trust assigned the Lease to the Assignor on June 10, 2015 and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee, and the Assignee desires to accept the assignment, subject the terms and conditions of this Assignment of Lease.

ASSIGNMENT AND AGREEMENT


1. In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by this Assignment, and the agreement of the Assignee set forth below, the Assignor assigns to the Assignee and Assignee's heirs, executors, administrators, successors and assigns, all of Assignor's rights, title and interest in and to the Lease. The Assignee accepts the assignment, and expressly assumes and agrees to perform and fulfill all the terms and covenants, conditions and obligations of the Assignor as the Lessee under the Lease, including the making of all payments due to or payable by the Lessor when due and payable.
2. As a condition of this Assignment, it is agreed that the Lease is hereby amended to require annual payments of rent in the amount of 307.92, payable annually on the anniversary date of this Assignment, in place of the monthly rent payments provided in the Lease. Assignee shall submit its first year's rent upon submission of this Assignment for approval by the City.
3. Section 2.5 of the Lease is hereby modified such that the Assignee may provide Lessor with written notice of its intent to continue to occupy the Leased premises more than 60 days before the date of expiration of the Lease, but such notice shall not be less than 30 days before the date of expiration of the Lease. Such notice is not a guarantee that the City will approve a revised

lease as the terms of such revised lease are subject to negotiation between the parties and final approval by the City.


4. This assignment is subject to approval by the City. This assignment will become effective on the date the City Manager or Assistant City Manager signs this assignment on behalf of the City.
5. It is understood and agreed that the Assignor remains responsible for the Assignee's faithful performance of all obligations of the Lessee under the Lease. In the event that the Lease is renegotiated or amended by the City and the Assignee other than as provided herein, then the Assignor will be released from this responsibility.
6. This Agreement is binding on and will inure to the benefit of the parties to this Agreement, their heirs, executors, administrators, successors in interest, and assigns.
7. Airport Rules and Regulations – This Agreement and the Lease are subject to the Airport's Minimum Standards for Fixed Base Operators and Airport Tenants, which are incorporated herein by reference as if set forth fully herein.
8. City may choose to exercise any of its power, authority, or duties under the Lease through Manager (or any subsequently appointed Manager). All duties, obligations, warranties, indemnifications, and covenants owed by Lessee to the City shall be likewise extended to Manager, and any notice or claim lawfully made by Manager, or any duty performed by Manager, on behalf of the City, shall be fully honored by Lessee as if it had been made or done by the City.
9. The Assignee's address for notice purposes under Paragraph 17.1 of the Lease is:

Edwin H. Cooper
11001 Sierra Ridge Ct.
Austin, TX 78739

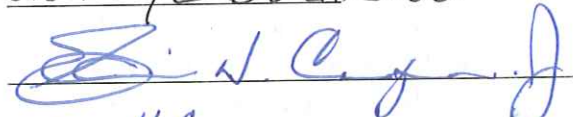
DATE: June 19, 2015, 20__.



Acie Dozier, Assignor



Bettye Dozier, Assignor



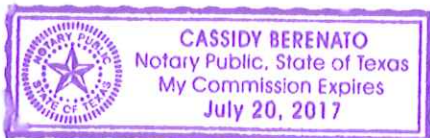
Edwin H. Cooper, Jr., Assignee

STATE OF TEXAS

COUNTY OF Caldwell

This instrument was acknowledged before me on this 19 day of June, 2015, by Edwin H. Cooper, proved to me through TX DL to be the person whose name is subscribed to this instrument.

Notary Seal



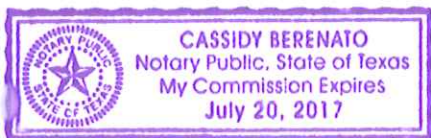
CB
Notary Public – State of Texas

STATE OF TEXAS

COUNTY OF Caldwell

This instrument was acknowledged before me on this 19 day of June, 2015, by Alic D. Doster, proved to me through TX DL to be the person whose name is subscribed to this instrument.

Notary Seal



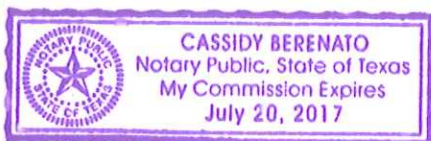
CB
Notary Public – State of Texas

STATE OF TEXAS

COUNTY OF Caldwell

This instrument was acknowledged before me on this 19 day of June, 2015, by Bettie S. Doster, proved to me through TX DL to be the person whose name is subscribed to this instrument.

Notary Seal



CB
Notary Public – State of Texas

Approved: City of San Marcos

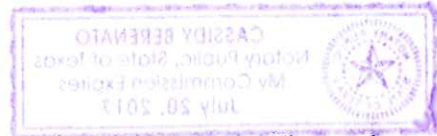
By: _____

Printed Name and Title: _____

Date: _____, 20____

STATE OF TEXAS

COUNTY OF _____



This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, proved to me through _____ to be the person whose name is subscribed to this instrument.

Notary Seal

Notary Public – State of Texas

