

# Bismarck

## Airport

**DATE:** September 9, 2020  
**FROM:** Greg Haug, Airport Director  
**ITEM:** Consider assignment of lease.



### **REQUEST**

Please place this item on the 9/22/2020 City Commission meeting agenda.

### **BACKGROUND INFORMATION**

On November 10, 2009 the Board approved a ground lease dated October 29, 2009 with Duane and David Dick for Runway Express Mart on the parcel located on the northeast side of Bismarck Airport. On August 13, 2013 the Board approved Amendment 1 to the lease which removed David Dick as a Lessee and added Margerie Dick to the lease as a lessee.

Margerie Dick recently passed away. Duane Dick as personal representative of the Estate of Margerie Dick requests assignment of the lease from the Margerie M. Dick Estate to Duane D. Dick. Airport Staff agrees with the assignment request.

### **RECOMMENDED CITY COMMISSION ACTION**

Approve the assignment of the lease at Enclosure 1.

### **STAFF CONTACT INFORMATION**

Greg Haug, Airport Director, 355-1808 or [ghaug@bismarcknd.gov](mailto:ghaug@bismarcknd.gov)

1 Enclosure

1. Assignment of Lease dated August 28, 2020.

## Timothy Thorsen

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**From:** Mary Guler <mguler@gbg-lawoffice.com>  
**Sent:** Friday, September 4, 2020 10:30 AM  
**To:** Timothy Thorsen  
**Cc:** Jeff Dick  
**Subject:** Duane D. Dick Ground Lease  
**Attachments:** Assignment of Lease from Margerie M Dick Estate to Duane D Dick and Letters of Administration.pdf

Mr. Thorsen:

Thank you for your letter granting the extension of the Duane D. Dick Ground Lease. We greatly appreciate all your help in that matter.

I am attaching an Assignment of Lease from the Margerie M. Dick Estate to Duane D. Dick, along with a copy of the Letters of Administration. If the City consents to this assignment, Duane D. Dick will be the sole Lessee in the Duane D. Dick Ground Lease.

Although the Duane D. Dick Ground Lease agreement requires the prior written consent of the City for an assignment, the Assignee, Duane Dick, has been an original lessee from the inception of this agreement, and has always complied with all of the terms of the agreement, including the timely payment of rent. For these reasons, we anticipate that the City would have no objections to this assignment.

Please advise whether the City will consent to this assignment, and whether any amendment of the lease is required as a result of this assignment.

Thank you.

Sincerely,  
GEIERMANN BERGESON & GULER LAW OFFICES, P.C.  
By: Mary Maichel Guler,  
Attorney at Law  
425 N. 5<sup>th</sup> Street  
P.O. Box 2196  
Bismarck, ND 58502-2196

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[mguler@gbg-lawoffice.com](mailto:mguler@gbg-lawoffice.com)

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ENCL 1

**ASSIGNMENT OF LEASE**

This assignment is made by **DUANE D. DICK AS PERSONAL REPRESENTATIVE OF THE MARGERIE M. DICK ESTATE** (hereinafter called "Assignor"), to **DUANE D. DICK**, whose post office address is c/o Jeffrey Dick, 3100 E. Capitol Ave., Bismarck, ND 58501 (hereinafter called "Assignee").

WHEREAS, Assignor is the duly appointed and acting Personal Representative of the estate of Margerie M. Dick, deceased, as evidenced by the copy of Letters of Administration that are attached hereto; and

WHEREAS, Assignee is entitled to distribution of certain real property interests hereinafter described from the estate of said decedent.

NOW, THEREFORE, Assignor does hereby assign, convey, transfer, distribute, and quitclaim to Assignee all of the right, title, and interest of said decedent and said estate in and to that certain Ground Lease Agreement dated October 29, 2009 between the City of Bismarck and Duane Dick and David Dick, as amended by that certain 1<sup>st</sup> Amendment to Ground Lease Agreement dated September 30, 2013 between the City of Bismarck and Duane Dick, David Dick, and Margerie Dick.

The Assignee accepts and assumes all of the terms, covenants, and conditions in the above described Ground Lease Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment this 28<sup>th</sup> day of August, 2020.

**Assignor:**

Margerie M. Dick Estate

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

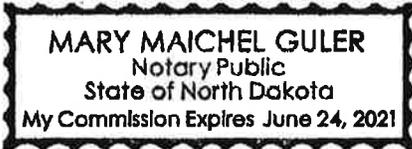
Duane D. Dick, Personal Representative

**Assignee:**

\_\_\_\_\_ Duane D. Dick

STATE OF NORTH DAKOTA    )  
  )ss.  
COUNTY OF MORTON        )

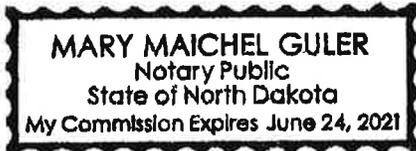
On this 28<sup>th</sup> day of August, 2020, before me, personally appeared DUANE D. DICK, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the Personal Representative of the Margerie M. Dick Estate.



Mary Maichel Guler  
Notary Public

STATE OF NORTH DAKOTA    )  
  )ss.  
COUNTY OF MORTON        )

On this 28<sup>th</sup> day of August, 2020, before me, personally appeared DUANE D. DICK, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.



Mary Maichel Guler  
Notary Public

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

Name, Address, and Telephone No. of Attorney

Civil No. 08-2020-PR-00220

Mary Maichel Guler (ID 04393)  
Geiermann Bergeson  
& Guler Law Offices, P.C.  
425 North 5th St., P.O. Box 2196  
Bismarck, ND 58502-2196  
(701) 223-1986  
[mguler@gbg-lawoffice.com](mailto:mguler@gbg-lawoffice.com)

Attorney for Personal Representative

IN THE MATTER OF THE ESTATE OF MARGERIE M. DICK, DECEASED

**LETTERS OF ADMINISTRATION**

Duane D. Dick is hereby appointed Personal Representative of the estate of Margerie M. Dick, deceased.

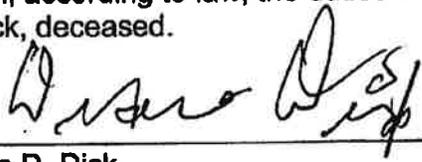
WITNESS the Honorable \_\_\_\_\_, Judge of the District  
Signed: 8/27/2020 4:37:07 PM

Court, South Central Judicial District, Burleigh County, North Dakota, with the seal of the Court affixed:

  
\_\_\_\_\_  
District Judge

STATE OF NORTH DAKOTA    )  
  )ss.  
COUNTY OF MORTON        )

I, Duane D. Dick, hereby accept the duties of Personal Representative of the estate of Margerie M. Dick, deceased, and will perform, according to law, the duties of Personal Representative of the estate of Margerie M. Dick, deceased.

  
\_\_\_\_\_  
Duane D. Dick