Lincoln County

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FILED FOR RECORDING AT THE REQUEST OF

Peggy Decker 2003 JUL 11 PM 3 10

FERTIE BONDHEU

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LEASE AGREEMENT

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THIS LEASE AGREEMENT, made and entered into this $\mathcal{A}e^{-\beta L}$ day of _ han 1988, by and between the County of Lincoln, State of Nevada, hereinafter referred to as the "County" and the Pioche Recreational Park, Inc., a non-profit corporation, in the State of Nevada, hereinafter referred to as the "Corporation".

WITNESSETH:

- 1. The purpose of this agreement is for the development, construction, maintenance and operation of all facilities constructed or to be constructed, developed or installed in or upon that certain property known as the Pioche Recreational Park located in the County of Lincoln, State of Nevada.
- 2. As an incentive for the foregoing purpose, the County hereby offers and agrees to lease the Pioche Recreational 17 Park lands consisting of 370 acres, more or less, to the corporation for a term of Thirty(30) years with the right of renewal under the same terms and conditions for a rental fee of One (\$1.00) Dollar per annum commencing on the $2c^{-1}$ day of n)a Said lands are more particularly described as:

Mount Diablo Meridian, Nevada

T I N., R. 67 E., sec. 12, N1/2SEL/4NE1/4SW1/4, \$1/2\$1/2NE1/4SW1/4, \$E1/4SW1/4, \$1/2\$E1/4, \$1/2 N1/2\$E1/4; sec. 13, N1/2NE1/4, N1/2N1/2\$1/2NE1/4, NE1/4NW1/4, E1/2NW1/4NW1/4, S1/2SW1/4NW1/4NW1/4, N1/2S1/2NW1/4; Less and except those certain 10 acres in the NW1/4 of the SE1/4 of section 12 T 1 N., R. 67 E.

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MBD&M, under lease to the Nevada State
Department of Prisons and further:
Less excepting and subject to all rights of
ways, easements, reservations, conditions and
limitations now of record and otherwise affecting title of Lincoln County in and to said lands.

- 3. Inasmuch as the Pioche Recreational Park is a Municipal park developed and operated by the Corporation for the benefit of Lincoln County, Nevada, the County will provide such assistance as it may deem proper in the development of the facilities of the said Pioche Recreational Park.
- 4. Within the Pioche Recreational Park area the Corporation is hereby authorized by the County to carry out any and all activities consistent with the laws and ordinances of the County.
- 5. The Corporation may from time to time grant concessions for the installation and/or operation of private business consistent with the general use and proper development of the Pioche Recreational Park and its facilities deemed necessary and proper by the board of trustees of the Corporation.
- 6. The Corporation will proceed with the development of the Pioche Recreational Park to the best of its ability in a timely manner consistent with the availability of funds and such help as may be provided or donated by other persons.
- 7. Prior to any improvements or construction, Lessee shall post a Notice of Non-responsibility of owner, Lincoln County or Successor. Further, Lessee covenants and agrees to hold Lincoln County harnless for all actions of Lessee, its employees, officers and agents. Lessee will maintain Public

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Liability Insurance in a mutually agreed on amount with Lincoln County as Co-insured after the golf course is open to public.

Lessee shall comply with all employment laws and regulations including payment of SIIS and all other labor benefits when required under the laws of the State of Nevada.

8. The County grants to the Corporation any excess water from the well commonly known as the Pioche Rodeo Well not being utilized by the County to be used by the Corporation for any purposes, projects or needs of the Pioche Recreational Park.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Lease Agreement.

COUNTY COMMISSION

COUNTY COMMISSION LINCOLN COUNTY, NEVADA

Elgie a Thompson J William H. P. Drown

BOARD OF TRUSTEES PIOCHE RECREATIONAL PARK, INC.

26 WITNESS

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28 County Clerk, Lincoln County,

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Lincoln County

This document to which this certificate is attached is a full, true and correct copy of the original, on file and record in the County Clerks Office, Pioche Nevada.

In witness whereof, I have harmoust not rich hand and afficed the Seal of the Seventh Judicial District Coar on and for the County of Lincoln, State of Nevada, this 150 May 100 May 100

Держу Скех

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