

Official Record

Recording requested By
DIVISION OF STATE LANDS

Lincoln County - NV

Leslie Boucher - Recorder

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RPTT: Recorded By: LB
Book- 281 Page- 0492



PRIS-5, REM, 4599, 13871
A.P.N. 001-250-02
Lincoln County

Recording Requested by and Return to:
Nevada Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89701

LEASE
PIOCHE CONSERVATION CAMP
NEVADA DEPARTMENT OF CORRECTIONS

THIS LEASE, made and entered into this 27th day of August, 2013 by and between the COUNTY OF LINCOLN, NEVADA, hereinafter referred to as LESSOR, and the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as LESSEE:

WITNESSETH:

WHEREAS, the COUNTY OF LINCOLN was conveyed property by Patent No. 27-75-0040 under the Recreation and Public Purposes Act from the U.S. Government, which is used as the Pioche Conservation Camp in Pioche, Nevada; and

WHEREAS, per NRS 321.001(2), the DIVISION OF STATE LANDS may acquire, hold and administer additional land or an interest in land required for the use of any state agency; and

WHEREAS, the STATE OF NEVADA has leased said property since November 1, 1980 for an honors camp for inmates to maintain conservation and recreational facilities; and

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WHEREAS, LESSEE desires to renew the lease of the described premises for the purposes contained herein; and

WHEREAS, the LESSOR has agreed to continue said lease for an additional term;

NOW THEREFORE, for and in consideration of the rents herein described and the covenants, terms, and conditions herein contained, the parties further understand and agree as follows:

1. LESSOR does hereby lease and let unto LESSEE the land situate in Pioche, Lincoln County, Nevada being more particularly described as follows:

The NW1/4 SW1/4 SE1/4 (10 acres); N1/2 SW1/4 SW1/4 SE1/4 (5 acres); S1/2 NE1/4 SW1/4 SE1/4 (5 acres); SE1/4 SW1/4 SE1/4 (10 acres); SW1/4 SE1/4 SE1/4 (10 acres), Section 12, Township 1 North, Range 67 East, M.D.M., containing 40 acres, more or less.

2. The term of this Lease shall be TWENTY (20) years from the date of expiration of the current Lease, or until **January 4, 2034**.

3. LESSEE shall pay to LESSOR the sum of ONE DOLLAR (\$1.00) per year.

4. LESSEE shall have, and is hereby given, the right to extend the term of the Lease for a period of TWENTY (20) years upon the same terms and conditions as are herein contained upon mutual agreement.

5. It is the intent of the parties that LESSEE shall use said premises as an extension of the Pioche Conservation Camp for the Nevada Department of Corrections. This use will entail supervision of inmates on the premises who are classified as honor camp inmates by the Nevada Department of Corrections. Part of said inmates' responsibilities will be to maintain conservation and recreational facilities. In this regard, the parties understand and

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agree that if LESSEE determines that the program is no longer successful or is unnecessary and the use of said premises for the purposes stated should be terminated, the LESSEE may terminate this Lease by giving written notice to the LESSOR at least ONE HUNDRED EIGHTY (180) DAYS prior to the date of termination and provided that LESSEE has vacated the premises.

6. The LESSEE shall pay all gas, electric, water or other utility charges which may become payable during the continuance of this Lease. The LESSOR shall provide water from the municipal system of Pioche.

7. In the event any alterations, additions or improvements in or to said premises are made necessary by reason of the special use and/or occupancy of said premises by LESSEE, then the LESSEE agrees to make such alterations, additions or improvements in or to said premises at the expense of the LESSEE and only with the prior approval of LESSOR. The LESSEE agrees that in making such alterations, additions or improvements and in occupying and using said premises, the LESSEE will comply with Building Code and Ordinances of the Town of Pioche and the County of Lincoln and of all laws of the State of Nevada pertaining to such work and/or such use or occupancy.

It is further agreed that any additions, alterations or improvements made by LESSEE shall become and remain a part of the property of LESSOR upon termination of the Lease of LESSEE'S occupancy of said premises.

Nothing in this article shall be construed to prevent LESSEE'S removal of mobile homes and temporary buildings, trade fixtures, furniture, equipment or lighting fixtures installed by LESSEE, but upon removal of such items from the premises, LESSEE shall

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immediately, at its own expense, repair and restore the premises to the condition existing prior to the installation, and repair any damage to the demised premises due to such removal.

8. LESSEE, shall throughout the term of this Lease, take good care of the demised premises, fixtures and appurtenances therein, and at its sole cost and expense make all nonstructural repairs thereto, as and when needed, to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted.

Notwithstanding the foregoing, all damage or injury to the demised premises or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, negligence or improper conduct of LESSEE, its servants, employees, inmates, invitees or licensees, shall be repaired promptly by LESSEE at its sole cost and expense to the satisfaction of LESSOR reasonably exercised.

9. The LESSEE agrees that Pioche Public Utilities shall, with prior approval of LESSEE, always have access to the well and use of the present access road on the leased premises.

10. The LESSEE agrees that Pioche Public Utilities shall, with prior approval of LESSEE, have use of the wastewater treatment facility for future sewage development needs and shall upgrade as needed, at no cost to LESSEE, said facility to provide sufficient sewage capacity for their future developments without impairing sewage capacity of said Pioche Conservation Camp. Upgraded facilities shall not be operated by LESSEE.

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11. LESSEE shall not assign this Lease or sublet the leasehold estate, or any part thereof, or any interest therein, nor permit the same or any part thereof to be occupied by another either voluntarily or by operation of law, without first obtaining written consent of LESSOR.

12. LESSOR expressly covenants that it is the lawfully seized of the entire premises hereby leased and has good and lawful authority to enter into this Lease for the full term aforesaid, or any extensions thereof. That LESSOR will put LESSEE in actual possession of the hereby leased premises at the beginning of the term aforesaid, and that the said LESSEE, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforesaid, to insure the uninterrupted use of the premises during the term of this Lease.

13. That each and every provision of this Lease shall bind and insure to the benefit of the successors and assigns of the parties hereto.

14. This lease covers in full each and every obligation of every kind or nature whatsoever concerning the lease's premises, and no verbal agreements shall be held to vary the provisions hereof; any statute, law or custom of the State in which said premises are situated to the contrary notwithstanding.

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IN WITNESS WHEREOF, the above mentioned parties have hereunto set their hands and executed this Lease the day and year first above written.

LESSOR:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, NEVADA**

By: [Signature]
Chairman

By: [Signature]
County Clerk

Date: 8-5-13

LESSEE:

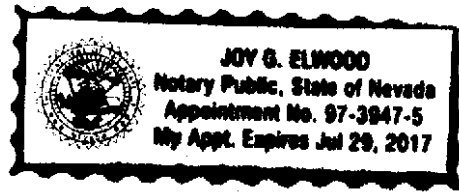
**STATE OF NEVADA
DIVISION OF STATE LANDS**

By: [Signature]
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 ss.
CARSON CITY)

On August 27, 2013 personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document on this date.

[Signature]
NOTARY PUBLIC

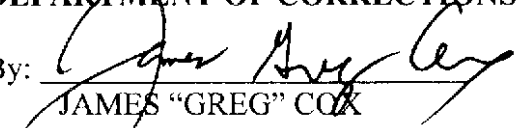


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APPROVED:

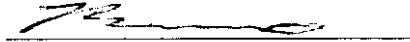
**STATE OF NEVADA
DEPARTMENT OF CORRECTIONS**

By: 
JAMES "GREG" COX
Director

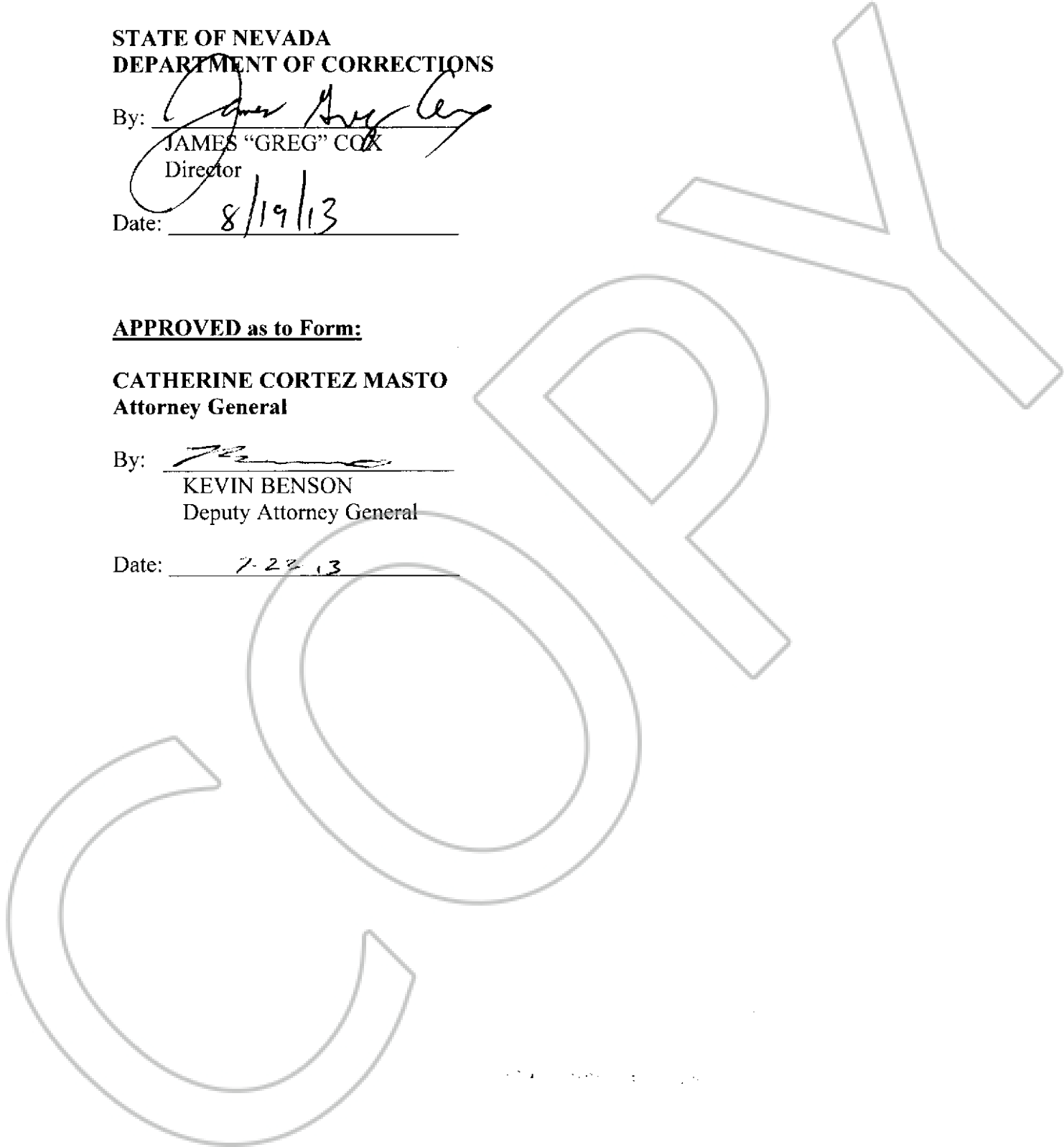
Date: 8/19/13

APPROVED as to Form:

**CATHERINE CORTEZ MASTO
Attorney General**

By: 
KEVIN BENSON
Deputy Attorney General

Date: 7-22-13



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