

Official Record

Recording requested By
DANIEL M. HOOGE, DISTRICT ATTORNEY

Lincoln County - NV
Leslie Boucher - Recorder

Fee: Page 1 of 7
RPTT: Recorded By: SB
Book- 282 Page- 0406



APN 002-121-01

APN _____

APN _____

LEASE OF THE OLD PANAMA ELEMENTARY SCHOOL TO SCHOOL DISTRICT

Title of Document

Affirmation Statement

D.M.H. I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Daniel M. Hooge District Attorney
Signature Title

Daniel M. Hooge
Print

October 14, 2013
Date

Grantees address and mail tax statement:

Lincoln County
Po Box 90
Pioche, NV 89043



CONTRACT FOR THE LEASE
OF
OFFICE/CLASSROOM SPACE

This CONTRACT FOR THE LEASE OF OFFICE/CLASSROOM SPACE (hereinafter the "Agreement") entered into this the 13th day of October, 2011 by and between Lincoln County (hereinafter "Lessor") and the Lincoln County School District (hereinafter "Lessee").

NOW, THEREFORE, FOR AND IN CONSIDERATION OF mutual covenants and agreements contained herein, and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged the parties hereto do hereby covenant, contract and agree as follows, to-wit:

SECTION 1. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

SECTION 2. LEASE OF REAL PROPERTY.

2.1 LEASE. Lessor hereby demises and leases to Lessee and Lessee hereby takes and rents from Lessor the two rooms on the furthestmost west side of the building on the corner of Main Street and 3rd Street, commonly known as the old Panaca Elementary School Building, and more particularly described as Parcel 2 in the parcel map recorded in Book D, Page 82, document number 0142777 in the office of the County Recorder of Lincoln County, Nevada and incorporated herein by reference, together with all improvements, easements, rights, licenses and appurtenances used in connection therewith or belonging thereto (hereinafter the "Property").

2.2 PARKING. Lessor also demises and grants to Lessee during the existence of this Agreement the shared use of all parking spaces adjacent to the building. Lessor shall retain use of such parking and shall not guarantee available parking to Lessee at any time.

2.3 TERM. The initial term of the Lease shall begin on the first (1st) day of January 2012 and shall terminate on the first (1st) day of January 2111.

2.4 RENT. Lessor requires no consideration from Lessee pursuant to NRS NRS 277.050 because Lessee is also a public entity.

2.5 USE OF PREMISES. The Property and improvements thereon are hereby Leased for use as office and meeting space. Lessee agrees not to use or permit the use of the Property for illegal purposes. Lessee may not conduct any other activities on the Property without prior written consent of Lessor. Lessee shall not permit (a) overnight lodging in the Property, or (b) the solicitation of business by hand bills on the Property. Lessee shall not permit any third



party to access the Property outside the presence of Lessee, Lessee's employees, or Lessee's agent.

2.6 ALTERATIONS, TRADE FIXTURES, FINANCING. Lessee shall have the right to make such alterations and improvements to the Property as it deems necessary or desirable upon giving written notice of same to Lessor. Such alterations and improvements shall comply with all applicable construction laws and regulations and shall conform generally to the existing improvements on the Property. The Lessee shall keep the Property free from any and all liens arising out of the work performed or materials furnished in making such improvements.

2.7 ASSIGNMENT AND SUBLEASING. Lessee shall not have the right to assign this Lease nor sublet the Property in whole or in part without first procuring the written consent of the Lessor, which consent shall not be unreasonably withheld. After any consent to assignment or sublease, Lessee shall remain fully liable for payment of rent and other covenants and obligations of the Lessee herein contained.

2.8 NUISANCES. Lessee shall promptly comply with all of the ordinances of Lincoln County, or of any other governmental body applicable for said premises and to all ordinances and requirements enforced by the state board of health, sanitary, fire departments or Sheriff of Lincoln County for the correction, prevention and abatement of nuisances in and about or connected with the Property because of Lessee's use thereof during the term of this Agreement, all at Lessee's expense. Lessee shall provide for the removal of its own trash, waste paper, boxes, and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act that shall constitute a nuisance.

2.9 ENTRY AND INSPECTION. Lessee shall permit Lessor and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the building in which the said premises are located, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.

2.10 REMOVAL OF EQUIPMENT AND FURNISHINGS. Lessor agrees that Lessee shall have the right, at any time, including upon termination, to remove all equipment and furnishings that Lessee owns.

SECTION 3. DEFAULT.

If either party defaults in compliance with any term, covenant, representation or warranty on their part herein contained, the non-defaulting party shall give the defaulting party ten (10) days written notice to cure the default. If the defaulting party, prior to the expiration date of the notice, has neither cured the default nor given the non-defaulting party adequate security for the remedy thereof, then the non-defaulting party may, at its option, terminate this Agreement and take any other such action available in law or equity and as the non-defaulting party deems appropriate to remedy or compensate it for the defaulting party's breach or default.



SECTION 4. INDEMNITY AND INSURANCE.

(A) Indemnity. Lessee shall indemnify and hold harmless Lessor from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from their negligence, breach, or violation or non-performance of any condition hereof. Lessor agrees to seek recovery under this Section 4(A) only if the losses suffered are not covered by the policies of insurance provided in 4(B) below and payment is not made under said policies.

(B) Insurance: Lessee shall, during the entire term of the Lease keep in full force and effect a policy of public liability insurance with respect to the Property and the business operated by Lessee in the Property and which the limits of general liability shall be in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessee to Lessor and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the Lessor.

SECTION 5. DESTRUCTION OF PREMISES.

If Property, including improvements thereon, are injured by fire or other casualty, Lessee shall have the exclusive right and option to either terminate this Agreement or reconstruct and/or repair the said damaged improvements and continue this Lease under its terms and conditions as if no such casualty occurred by giving written notice to Lessor of Lessee's intention to so continue this Lease within thirty (30) days after the date of said damage or casualty. In the event that Lessee so elects to continue this Lease, any insurance proceeds payable as a result of said fire or casualty shall be first applied to pay the reconstruction or repair of said improvements, and any balance of such insurance proceeds after payment of said reconstruction or repair shall be paid to whoever owns the insurance policy under which payment is made.

SECTION 6. RELATIONSHIP OF PARTIES.

PURSUANT TO NRS 244.284, Lessor warrants it does not need the real property for a public purpose of the County. Lessee warrants it intends to use the real property for public benefit and civic purposes. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's real property and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.



SECTION 7. AGREEMENT BINDING ON ASSIGNS.

All covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

SECTION 8. ATTORNEY'S FEES.

It is further understood and agreed by and between the Lessor and Lessee that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

SECTION 9. NOTICES.

Until further written notice to Lessee, all notices from Lessee to Lessor shall be served or sent to:

Lincoln County District Attorney
P.O. Box 60
Pioche, Nevada 89043

Until further written notice to Lessor, all notices from Lessor to Lessee shall be served or sent to Lessee at the following address:

Lincoln County School District
P.O. Box 118
Panaca, Nevada 89042

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.



SECTION 10. ENTIRE AGREEMENT.

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.

SECTION 11. PARTIAL INVALIDITY.

If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

WITNESS THE SIGNATURES of the parties hereto on this the 9th day of November, 2011.

George T. Rowe
Lessor: George Tommy Rowe, *Chairperson*
Lincoln County Board of Commissioners

Nykki Holton
Lessee: Nykki Holton, *Superintendent*
Lincoln County School District

Approved as to form:

Daniel M. Hooge
Daniel M. Hooge, *District Attorney*
Lincoln County



STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

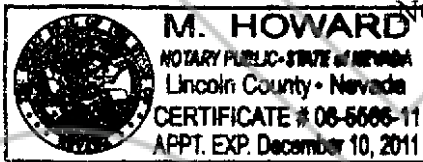
PERSONALLY came and appeared before me, the undersigned in and for the jurisdiction aforesaid, the within named GEORGE "TOMMY" ROWE in the above and foregoing instrument of writing, who acknowledged to me that he signed and delivered the above foregoing instrument of writing on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the ^{7th} 13th day of November, 2011.

M. Howard
NOTARY PUBLIC

My Commission Expires:

Dec 10, 2011



STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

PERSONALLY came and appeared before me, the undersigned in and for the jurisdiction aforesaid, the within named NYKKI HOLTON in the above and foregoing instrument of writing, who acknowledged to me that he signed and delivered the above foregoing instrument of writing on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 13th day of October, 2011.

Debra Bradfield
NOTARY PUBLIC

My Commission Expires:

Feb 1, 2013

