



0147390

Panaca Town Center LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between **Lincoln County** (hereinafter "**County**") and the **Lincoln County School District** (hereinafter "**School District**").

WHEREAS, County and School District are parties to a Contract for the Lease of Office/Classroom Space with the following details:

1. Executed October 13, 2011;
2. Set to expire on January 1, 2111;
3. Recorded as document number 0144099, Book 282, Page 406 in the office of the County Recorder of Lincoln County, Nevada;
4. Pertained to two rooms on the furthest west side of the building on the corner of Main Street and 3rd Street, in Panaca, Nevada 89042, commonly known as the old Panaca Elementary School Building.

WHEREAS, the parties now desire to terminate the Lease and to return the Leased Premises to County prior to Lease expiration.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follow:

1. **Termination.** The parties agree that in lieu of the original expiration date of January 1, 2111, the Lease shall terminate immediately upon execution of this Termination Agreement. The School District agrees to vacate the Premises and surrender and return the Premises to County "as is" in broom clean condition.

2. **Mutual Release.** Upon School District vacating the Premises, County releases, discharges and waives any claims known or unknown, against School District, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof, and School District releases, discharges and waives any claims, known or unknown, against the County, its successors, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof.



3. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

4. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

5. **Attorney Fees.** If any legal action is commenced to enforce or interpret the terms of this Lease Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

6. **Nevada Law; Illegality.** This Agreement shall be governed by the laws of the State of Nevada. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the _____ day of _____, 2015.

COUNTY:

SCHOOL DISTRICT:

By: Kevin Phillips

By: Steve Hansen

Signed: Kevin Phillips

Signed: Steven E. Hansen

Title: Chairman

Title: Superintendent

Loose Notary Certificate Attached



This acknowledgment is attached to "Panaca Town Center Lease Termination Agreement"

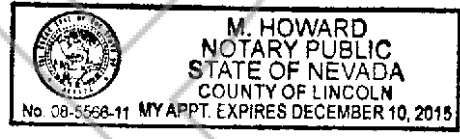
STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

PERSONALLY came and appeared before me, the undersigned in and for the jurisdiction aforesaid, the within named **Kevin Phillips** 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 6th day of April, 2015.

M. Howard
NOTARY PUBLIC

My Commission Expires:
Dec 10, 2015



STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

PERSONALLY came and appeared before me, the undersigned in and for the jurisdiction aforesaid, the within named **Steve Hansen** 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 8th day of April, 2015.

Sarah Somers
NOTARY PUBLIC

My Commission Expires:
6/5/2018

