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**Official Record**

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**Mike Rebaleati - Recorder**

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Book- 0472 Page- 0393



0211861

Eureka, Nevada

May 6, 2008

## **LEASE FOR FIRE EQUIPMENT STORAGE**

This lease is entered into the 6<sup>th</sup> day of May, 2008, by and between BATH LUMBER COMPANY, a Nevada company in good standing, hereinafter "LANDLORD", and EUREKA COUNTY, a political subdivision of the State of Nevada, by and through its Board of County Commissioners, hereinafter "COUNTY."

LANDLORD hereby leases to COUNTY those certain premises situate in the County of Eureka, State of Nevada, commonly known as the Diamond Lumber Yard, and more particularly described as the land and buildings along U.S. Highway 50, Assessor's Parcel Number 001-173-03, in the Townsite of Eureka, on the following terms and conditions:

1. **Term of Lease:**

This lease has an initial term of one (1) year, and a month-to-month tenancy thereafter, with the first lease period commencing on the 1<sup>st</sup> day of June, 2008 and ending the 1<sup>st</sup> day of June, 2009. Subsequent lease periods shall commence on the first day of each month thereafter, terminating on the last day of said month. The month-to-month tenancy shall renew automatically unless either party shall give notice of termination at least fifteen (15) days prior to the date when the lease otherwise would automatically renew. However, prepayment of rent is expressly allowed, and guarantees COUNTY use of the premises for the entire prepaid period provided the terms and conditions in this lease are satisfied.

2. **Rent:**

COUNTY agrees to pay to LANDLORD as rent for the leased premises the sum of \$1,000.00 dollars per month in advance for the first rental period, and thereafter the sum of \$1,000.00 dollars per month in advance of each renewal period. However, prepayment of rent is expressly allowed, and guarantees COUNTY use of the premises for the entire prepaid

period provided the terms and conditions in this lease are satisfied.

3. **Security Deposit:**

Upon execution of this lease COUNTY shall deposit with LANDLORD the sum of \$2,000.00 to be held by LANDLORD for the faithful performance by COUNTY of this lease and for the cleaning and repairing of said premises after surrender by COUNTY. The deposit shall be returned to COUNTY no later than twenty-one (21) days after termination of the lease and COUNTY's vacation of the premises, less all charges for cleaning and repairing said premises, replacing any missing items, and any amounts, including delinquent rent due under this lease, necessary to compensate LANDLORD for breach of this lease. COUNTY may not deduct the amount of the deposit from rent or other payments that may become due under this lease, and LANDLORD's right to receive payment of rent shall not be affected by the fact that LANDLORD holds such deposit. LANDLORD shall furnish COUNTY with an itemized statement of the amount of security deposit received, charges made by LANDLORD against the security deposit, and the distributions made or to be made of the security deposit.

4. **Use:**

The leased premises shall be used as dry storage for fire apparatus and equipment, and COUNTY shall not permit the leased premises or any part thereof to be used for: (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire or liability insurance on the leased premises; (b) the creation or maintenance of public nuisance; (c) any activity which is against any laws or rules and regulations of any public authority at any time applicable to the leased premises; (d) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other persons; or (e) any activity not ordinarily associated with the use of property as dry storage for fire apparatus and equipment.

5. **Utilities:**

All utility charges are the sole responsibility of COUNTY.

6. **Indemnification:**

COUNTY agrees to indemnify and hold the LANDLORD and the property of LANDLORD, including the leased premises, free and harmless from any and all liability for injury to or death of any person, including COUNTY's employees, volunteer, or agents and invitees of COUNTY, or for damage to property arising from the use and occupancy of the



leased premises by COUNTY or from the act or omission of any person or persons in or about the leased premises with the express or implied consent of COUNTY.

7. **Alterations or Improvements:**

COUNTY shall make no alterations to the leased premises or other improvements without first having obtained the written consent of LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the leased premises by COUNTY, other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between COUNTY and LANDLORD, be the property of LANDLORD and remain on the leased premises at the expiration or sooner termination of this lease.

8. **Condition of Premises:**

COUNTY stipulates that COUNTY has examined the leased premises as well as all the buildings and improvements located thereon, and they are all, at the date of this lease, in good order, repair and safe and clean condition.

9. **Maintenance of Premises:**

COUNTY shall be responsible for maintaining the leased premises and grounds in good, safe, and clean condition and repair, and on expiration or sooner termination of this lease to surrender the premises to LANDLORD in as good condition as they are on the date of this lease, reasonable wear and tear and damage by the elements excepted. LANDLORD shall maintain the exterior and structural portions of the building(s), unless repairs are required by reason of the negligence or intentional act of the COUNTY, employees, volunteers, agents or invitees of COUNTY; and in that event COUNTY shall be responsible to repair or pay LANDLORD for any such repairs.

10. **Waste:**

COUNTY shall not permit any waste or abuse of the premises.

11. **Subletting:**

COUNTY shall not assign this lease or sublet the leased premises or any interest therein or allow occupancy by any other party. Any such assignment, subletting, or occupancy by another party is void and any such attempt to assign, sublet, or allow occupancy by any other party is cause for termination of this lease.

12. **Termination of Lease:**

This lease may be terminated at the option of LANDLORD upon occurrence of any of the following:

- A. Default in the payment of rent for a period of five (5) days after notice of such default; or
- B. Default of any other provision of this lease and failure to correct same within a five-day period specified in a written notice.

13. **Entry by Landlord:**

LANDLORD or its authorized agent shall have the right to enter the leased premises in the following cases:

- A. In event of emergency;
- B. To make necessary or agreed repairs or maintenance;
- C. To inspect the premises to determine if the premises are being maintained in a safe and clean condition and are not being damaged.

14. **Manner of Entry by Landlord:**

LANDLORD shall not abuse the right to enter the leased premises nor use such right to harass COUNTY. Except in event of an emergency, LANDLORD shall at all times give COUNTY reasonable notice, ordinarily twenty-four (24) hours notice, of LANDLORD's intent to enter the leased premises, and shall enter the leased premises on weekdays between the hours of 7 a.m. and 4 p.m. Said limitation shall not apply to entry on the leased premises by LANDLORD in event of an apparent emergency, or in cases where COUNTY consents to entry at other times.

15. **Attorney Fees:**

The party prevailing in any litigation arising out of this lease shall be entitled, in addition to such other relief as may be granted, to costs of suit and a reasonable attorney fee.

16. **No Continuing Waiver:**

Any waiver by LANDLORD or COUNTY of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or



a different provision of this lease.

17. **Time of the Essence:**

Time is declared expressly to be of the essence in this lease.

18. **Sole and Only Agreement:**

LANDLORD and COUNTY agree that this instrument contains the sole and only agreement between them concerning the leased premises and correctly sets forth their rights and obligations to each other concerning the leased premises as of its date. Any agreement or representation not set forth in this instrument is null and void.

EXECUTED as of the 6<sup>th</sup> day of May, 2008, at Eureka, Nevada.

COUNTY

EUREKA COUNTY, a political subdivision of the State of Nevada, the Board of Eureka County Commissioners. Approved by the Board at a duly noticed and regularly scheduled meeting on the 6<sup>th</sup> day of May, 2008.

BY: \_\_\_\_\_

J.P. ITHURRALDE, Chairman

ATTEST:

\_\_\_\_\_  
Jackie Berg, Eureka County Clerk

LANDLORD

\_\_\_\_\_  
JIM BATH

Bath Lumber, Company  
1800 Avenue G  
Ely, NV 89301

