

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

[Handwritten signatures for Department Head, City Manager, District Attorney, and Finance Director]

Date:

Date:

Date:

Date:

7/28/08
7/29/08
7/29/08

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT #1 TO LEASE AGREEMENT

Between the State of Nevada
Acting By and Through Its

Department of Cultural Affairs
716 N. Carson Street, Suite B, Carson City, NV 89701
Phone: (775) 687-8393 Fax: (775) 684-5446

and

City of Carson City
201 North Carson Street, Suite 2, Carson City, NV 89701
Phone: (775) 887-2100 Fax: (775) 887-2286

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original lease agreement between the Department of Cultural Affairs (as successor in interest to Division of Cooperative Services of the Nevada State Library) and the City of Carson City dated December 9, 1968, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This amendment defines the use of the building in Section 8, "USE," as follows:

Current Contract Language:

It is understood and agreed that the premises to be occupied by said Center are to be used for the purpose of maintaining and operating the Nevada Center for Cooperative Library Services and related activities including use by other library agencies and for no other purpose whatsoever.

Amended Contract Language:

It is understood and agreed that the premises to be occupied by said Center are to be used for the purpose of supporting conservation, documentation and storage of historical collections, educational programs and tours; historical research; and preparation of museum exhibits.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original lease) is attached hereto, incorporated by reference herein and made part of this amended lease.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CONSOLIDATED MUNICIPALITY OF CARSON CITY:

Marv Teixeira Date

Mayor, Carson City, A Consolidated Municipality
Title

Attest:

Approved as to form:

County Clerk

District Attorney

DEPARTMENT OF CULTURAL AFFAIRS:

Michael E. Fischer Date

Director, Department of Cultural Affairs
Title

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
Date

1 1. PREMISES: The County hereby leases to the Center,
2 on the terms and conditions herein set forth, that certain piece or parcel
3 of property situated in Ormsby County, Nevada, more particularly described
4 as follows:

5 Lot 44 of the Ormsby County Industrial
6 Airpark, according to the Official Plat
7 thereof, filed in the Office of the Ormsby
8 County Recorder on the 20th day of August,
9 1968, in Plat Book #2, File #41674, Map
10 #318.

11 2. TERM: The term of this lease shall be for ninety-nine
12 (99) years, commencing on the first day of September, 1968, and ending
13 on the 31st day of August, 2067, both dates inclusive, unless sooner termin-
14 ated for violation of this lease or any provision thereof as hereinafter
15 provided.

16 3. RENT: The Center agrees to pay as rent for said demised
17 premises the sum of One Dollars, (\$1.00) per year, payable annually in
18 advance on or before the 1st day of September.

19 4. IMPROVEMENTS: The Center is to construct within
20 twelve (12) months after the date hereof a minimum building to house a
21 service industry performing centralized purchasing, cataloging and pro-
22 cessing of library materials for all Nevada libraries wishing to contract for
23 such service. Said building shall be of concrete block construction approxi-
24 mately 5400 square feet in area. The Center may construct additional
25 buildings during the term of this lease. All construction done upon the
26 premises shall be subject to the appropriate Ormsby County Codes and
27 Ordinances. All improvements made on the premises shall revert to the
28 County upon the termination of this lease except as hereinafter provided.

29 5. CHARGES: The Center shall pay promptly when due all
30 bills for water, electricity, heat and other services furnished to or used
31 by the Center in or about the premises in addition to the rents herein
32 reserved.

 6. MAINTENANCE: The Center agrees to keep any and
all improvements on the premises in good repair, to exercise care to see that

1 the premises in general are devoid of junk or trash and to maintain the
2 premises in good appearance, consistent with their particular operations
3 and the operation and appearance of the premises in general.

4 7. PERSONAL PROPERTY AND FIXTURES: It is understood
5 and agreed that any and all trade fixtures and accessories and appurtenances
6 thereto now upon the premises or which may hereafter be installed by the
7 Center, whether or not the same may be attached to the premises, shall be
8 and remain the property of the Center, who shall have the right to remove
9 the same at the termination of their occupancy provided that any damage to
10 the premises caused by such removal shall be repaired at the expense of
11 the Center. All other fixtures, including but not limited to light fixtures
12 and floor coverings that may be attached to the walls, ceilings or floors of
13 said premises will remain in the premises as the property of the County.
14 All other personal property and fixtures shall be removed upon the termin-
15 ation of this lease. In the event said personal property and fixtures, or
16 any of them, are not removed within Thirty (30) days after the said term-
17 ination, then and in such event, all personal property and fixtures not
18 removed by the Library shall be and become the property of the County.

19 8. USE: It is understood and agreed that the premises to
20 be occupied by said Center are to be used for the purpose of maintaining
21 and operating the Nevada Center for Cooperative Library Services and
22 related activities including use by other library agencies and for no other
23 purpose whatsoever.

24 9. CONFORMITY WITH LAWS: It is understood and agreed
25 that the Center shall and will at all times conduct and operate their said
26 business in full conformity with all laws, ordinances, rules and regulations,
27 of the United States, State of Nevada, and the County of Ormsby, and on
28 failure to do so this agreement shall be subject to forfeiture and termination
29 as herein set forth.

30 10. ASSIGNMENT: The Center covenants that it will not
31 assign, sublet, transfer, mortgage or hypothecate this lease, nor sublet

1 said space or any part thereof nor permit the use of the premises by any
2 person or persons other than the Center, except with the written consent or
3 approval of the County being first obtained therefor.

4 11. INSPECTION: The County, its agents and attorneys,
5 shall have the right at all reasonable times to enter into and upon the premises
6 for the purpose of inspecting the same and to see that the covenants and
7 agreements contained in this lease are being kept and performed by the
8 Center.

9 12. INDEMNITY: The County shall not be liable to the
10 Center or to any other person whatsoever for any injury (including death)
11 or damage that may result to any person or property by or from any cause
12 whatsoever, in or on the premises, and the Center agrees to indemnify
13 and hold the County harmless from and defend the County against any and
14 all such claims or liability for any such injury or damage to any person or
15 property whatsoever occurring in or on the premises or occurring as a
16 result of the use of any of the facilities or appliances on the premises.

17 13. LIENS: The Center covenants that it shall not permit
18 any mechanic's or materialmen's lien or any other liens of any kind or nature
19 to be attached to or become laid against the above described premises,
20 appurtenances, or any part thereof arising out of actions by the Center.
21 The Center further agrees that it will indemnify and hold harmless the
22 County from and against all claims, demands, actions, damages, costs
23 or expenses, including attorneys' fees that might arise or grow out of any
24 lien that might be imposed against the premises as a result of the act or
25 the failure to act by the Center.

26 14. COSTS OF ACTIONS: In the event of litigation arising
27 from default in performance of any of the terms and provisions of this lease
28 by either the County or the Center, the prevailing party in such litigation
29 shall be entitled to receive from the other party reasonable attorneys' fees
30 and costs of action incurred in connection with said litigation.

31 15. REMEDIES: In the event the Center shall fail to
32 pay any installment of rent in whole or in part when the same becomes due,

1 then and in such event the County may, at its option, terminate this lease
2 forthwith and retain all moneys theretofore paid to the County as rent or
3 otherwise as liquidated damages. In the event the Center shall fail to
4 perform any other act or thing which they have obligated themselves to
5 perform, or in any other manner shall breach the terms or conditions herein
6 contained, and shall fail or neglect to correct any such breach or default within
7 fifteen (15) days after written notice of such breach or default given by the
8 County, the County may, at its option, terminate this lease and retain all
9 moneys theretofore paid to the County as rent or otherwise as liquidated
10 damages. Upon the termination of this lease for any reason whatsoever
11 the County may immediately or at any time thereafter, re-enter the leased
12 premises and remove all persons and property therefrom by legal proceedings,
13 or by force or otherwise, without being liable to indictment, prosecution
14 and or damage therefore. The provisions for termination herein contained
15 shall be in addition to and not exclusive of any other remedies afforded by
16 law or otherwise to the County.

17 16. SURRENDER: Upon the termination of this lease for
18 any cause, or upon the expiration of the term of this lease, the Center agrees
19 to deliver possession to the County and the County may retake possession
20 with or without force and the County agrees to leave the premises in a
21 clean and orderly condition.

22 17. PEACEFUL POSSESSION: The County covenants and
23 agrees that the Center paying the rents and observing the terms and
24 conditions of this lease shall quietly and peacefully enjoy the premises herein
25 demised for the whole of the term thereof.

26 18. NON - WAIVER: The County's failure to take advantage
27 of any default or breach of covenant on the part of the Center shall not be,
28 or be construed as a waiver thereof, nor shall any custom or practice which
29 may grow up between the parties in the course of administering this instru-
30 ment be construed to waive or to lessen the right of the County to insist upon
31 the performance by the Center of any term, covenant or condition hereof
32 or to exercise any rights given the County on account of any such default.

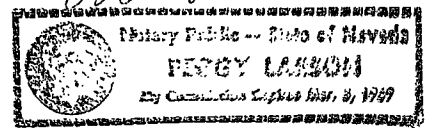
1 STATE OF NEVADA)
2 COUNTY OF ORMSBY) ss.

3 On this 9th day of December, 1968, personally

4 appeared before me, the undersigned, a Notary Public in and for the County
5 and State aforesaid, KEITH W. MACDONALD, known to me to be the
6 Chairman of the Ormsby County Board of Commissioners, the entity that
7 executed the foregoing instrument, and upon oath did depose that he is the
8 Chairman of said Board of Commissioners; that the signature to said
9 instrument was made by the Chairman of said Board of Commissioners as
10 indicated after said signature; that he has authority to act on behalf of the
11 said Board of Commissioners; that he has read said instrument and that the
12 said entity executed the same instrument freely and voluntarily and for the
13 uses and purposes therein mentioned.

14 IN WITNESS WHEREOF, I have hereunto set my hand and
15 affixed my official seal the day and year in this certificate first above written.

16
17 *Peggy Larson*
18 Notary Public



1 STATE OF NEVADA)
2 COUNTY OF ORMSBY) ss.

3 On this 10th day of December 1968, personally
4 appeared before me, the undersigned, a Notary Public in and for the County
5 and State aforesaid, MILDRED J. HEYER, known to me to be the Executive
6 Board Representative of the Nevada Center for Cooperative Library Services,
7 the entity that executed the foregoing instrument, and upon oath did depose
8 that she is the Executive Board Representative of the Nevada Center for
9 Cooperative Library Services; that the signature to said instrument was
10 made by the Executive Board Representative of said Nevada Center for
11 Cooperative Library Services as indicated after said signature; that she
12 has authority to act on behalf of the said Nevada Center for Cooperative
13 Library Services; that she has read said instrument and that the said entity
14 executed the said instrument freely and voluntarily and for the uses and
15 purposes therein mentioned.

16 IN WITNESS WHEREOF, I have hereunto set my hand and
17 affixed my official seal the day and year in this certificate first above
18 written.

19
20 *Norrine L. Moose*
21 Notary Public

