

'88 JAN -8 A9 08

LEASE AGREEMENT

Section 1

Introduction

BARBARA REED  
CLERK

BY J. Hyman DEPUTY

On January 7th, 1988, Douglas County as Lessor, and the Tahoe Douglas Senior Center, Inc., as Lessee, entered into this Lease Agreement.

Section 2

Recitals

2.1 Douglas County is a political subdivision of the State of Nevada, and is the owner of certain real property and improvements formerly known as the Lake Tahoe Substation Building located at 885 U.S. Highway 50, Zephyr Cove, Nevada 89448 (the "Lease Premises").

2.2 The Tahoe Douglas Senior Center, Inc., is a Nevada, non-profit corporation, which provides certain charitable services to seniors in and around Zephyr Cove, Nevada.

2.3 On December 19, 1985, Douglas County and the Tahoe Douglas Senior Center, Inc., entered into an agreement for "USE OF LAKE TAHOE SUBSTATION BUILDING" for a period of five years with an option to renew for an additional five years. Douglas County and the Tahoe Douglas Senior Center, Inc., expressly intend to extinguish all rights under, and supersede, the agreement for "USE OF LAKE TAHOE SUBSTATION BUILDING" with this Lease Agreement.

2.4 The Tahoe Douglas Senior Center, Inc., at its own expense, wishes to add a usable second floor to the Lease Premises to expand its charitable services.

2.5 Douglas County and the Tahoe Douglas Senior Center, Inc., enter into this Lease Agreement pursuant to NRS 244. 284.

Section 3

Term

The term of this Lease Agreement shall be twenty-five years to commence upon execution of this Lease Agreement.

Section 4

Option to Renew

Upon six-months' written notice from Lessee, Lessor may grant Lessee an additional twenty-five year term upon the same conditions contained in this Lease Agreement.

Section 5

Consideration

In exchange for use and enjoyment of the Lease Premises, Lessee, at its own time, expense, and effort, agrees to construct a second, usable floor to the Lease Premises. All construction must meet TRPA and Douglas County approval and be done in a workmanlike manner, using acceptable construction standards and practices and in accordance with all applicable building codes. Before beginning any alterations or repairs to the Lease Premises, which exceed \$5,000.00 or which affect the structural integrity of the building, Lessee must obtain written

consent of Lessor. All alterations, modifications, or repairs to the Lease Premises shall become property of Lessor.

#### Section 6

##### Use of Lease Premises

Lessee shall use the Lease Premises for its charitable purposes and shall keep the Lease Premises available for public use by other persons and organizations. Lessee shall be responsible for regulating and scheduling the use of Lease Premises.

#### Section 7

##### Utilities and Services

Lessee shall provide all utilities for the Lease Premises, except that Lessor shall provide for the removal of snow and garbage.

#### Section 8

##### Maintenance and Repair

Lessee shall provide day-to-day maintenance to and cleaning of the Lease Premises. Lessor shall provide all interior and exterior maintenance to the Lease Premises which is beyond the capability of the Lessee to perform.

#### Section 9

##### Insurance

Lessor shall provide all insurance for the Lease Premises, including coverage not to exceed \$25,000.00 for the interior contents such as furnishings, appliances, and fixtures.

Section 10

Entry and Inspection

Lessee shall permit Lessor to enter the Lease Premises at all reasonable times to perform maintenance and to conduct inspections.

Section 11

Default

In addition to destruction of the Lease Premises or to any failure of Lessee to comply with the provision of this Lease Agreement the following shall also constitute default under this Lease Agreement: insolvency of Lessee, assignment or subletting by Lessee, failure of Lessee to comply with federal, state, and local laws, and abandonment by Lessee of the Lease Premises. Upon thirty-days' written notice from Lessor, Lessee must cure the default or surrender the Lease Premises to Lessor.

Section 12

Costs and Attorneys' Fees

In the event of litigation, neither party is entitled to recover costs or attorneys' fees.

Section 13

Integration Clause

Lessee and Lessor agree that this Lease Agreement contains their entire understanding, and that this Lease

Agreement shall not be altered or varied except by subsequent writing duly signed by all parties.

LESSEE:

LESSOR:

By See signatures below

By Jerry Bing  
JERRY BING, Chairman  
Douglas County Board of  
County Commissioners

ATTEST: Barbara J. Reed  
BARBARA J. REED, Clerk  
-by: J. Hoffman  
Deputy

Approved by Board of Tahoe Douglas Senior Center, Inc. 12-17-87. 11:30 A.

*Vesta Ryan - Chairman*  
*John B. Smith Secretary*  
*Howard L. Gardner Treasurer*  
*John Karver - Bd Member*  
*Lillian J. Voth - Trustee*  
*Wm Kader ~~Trust~~ Board member*  
*Edworth Chappell - Trustee*

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: January 8, 1988 **BEAL**  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Julie Hoffman Deputy

RECORDED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'88 JAN -8 12:01

SUZANNE B. DUREAU **170489**  
RECORDER

DEPUTY  
BOOK **188** PAGE **977**