

OFFICIAL RECORD

Requested By:
TOWN OF MINDEN

APN: 1320-32-111-081

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 11 Fee: 0.00
BK-1210 PG- 5411 RPTT: 0.00



When recorded, return to:
George M. Keele, Esq.
✓ 1692 County Road, #A
Minden, NV 89423

The undersigned hereby affirms
that there is no social
security number contained
in this document.

MEMORANDUM OF LEASE

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STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

I, ROBERT S. HADFIELD, a resident of 1682 Belarra Drive, Minden, Douglas County, Nevada 89423, being first duly sworn upon oath, do hereby aver as follows:

1. I am the duly elected chairman of the Minden Town Board, consisting of five members each of whom has been duly elected to a four-year term by the qualified electors residing in the unincorporated town of Minden.

2. Having served 24 years as an elected member of the Minden Town Board, I am familiar with both the real and personal property holdings of the unincorporated town of Minden.

3. Among the real property holdings of the unincorporated town of Minden are:

Lots 5 and 6, Block H, as shown on the map of the Original Town Site of Minden, recorded in the Office of the County Recorder of Douglas County, Nevada.

4. The referenced Lots 5 and 6, Block H, of the Town of Minden are improved with a two-story building that has been used continuously as a firehouse for at least four decades, and likely longer.

5. On the 3rd day of March, 1982, the Town of Minden Board, as "Lessor," over the signatures of Ron Lange, Robert Gardner, Ron Bosmans, Clarence Godecke, Jr., and Dan Jenkins, entered into a lease agreement with the Douglas County Engine Company, a non-profit Nevada corporation, as "Lessee," over the signature of its president John A. Wood and its chief (of the Douglas County Engine Company), Daniel R. Hellwinkel, wherein the Town of Minden leased Lots 5 and 6 in Block H as shown on the map of the Original Town Site of Minden, as recorded in the Office of the County Recorder of Douglas County, Nevada, to the Douglas County Engine Company for the term of 99 years, commencing the 3rd day of March, 1982, and ending the 3rd day of March, 2081, both at 8:00 in the forenoon, "unless said term be sooner terminated or extended" The referenced lease also contained a first right of refusal for the Lessee to lease "the said premises for an additional term of equal duration as the initial term."

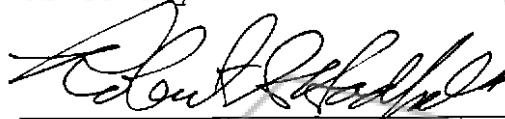
6. The referenced lease is still in effect.

7. A copy of the referenced lease, fully executed, is attached hereto as Exhibit A and incorporated herein by this reference.

8. The rent, which the Lessor Town of Minden acknowledges as fully paid, is current.

9. This Memorandum of Lease is being filed of record in the official records of Douglas County, Nevada, to provide notice to all persons of the existence of the said Lease.

10. I have nothing further to say at this time.



ROBERT S. HADFIELD

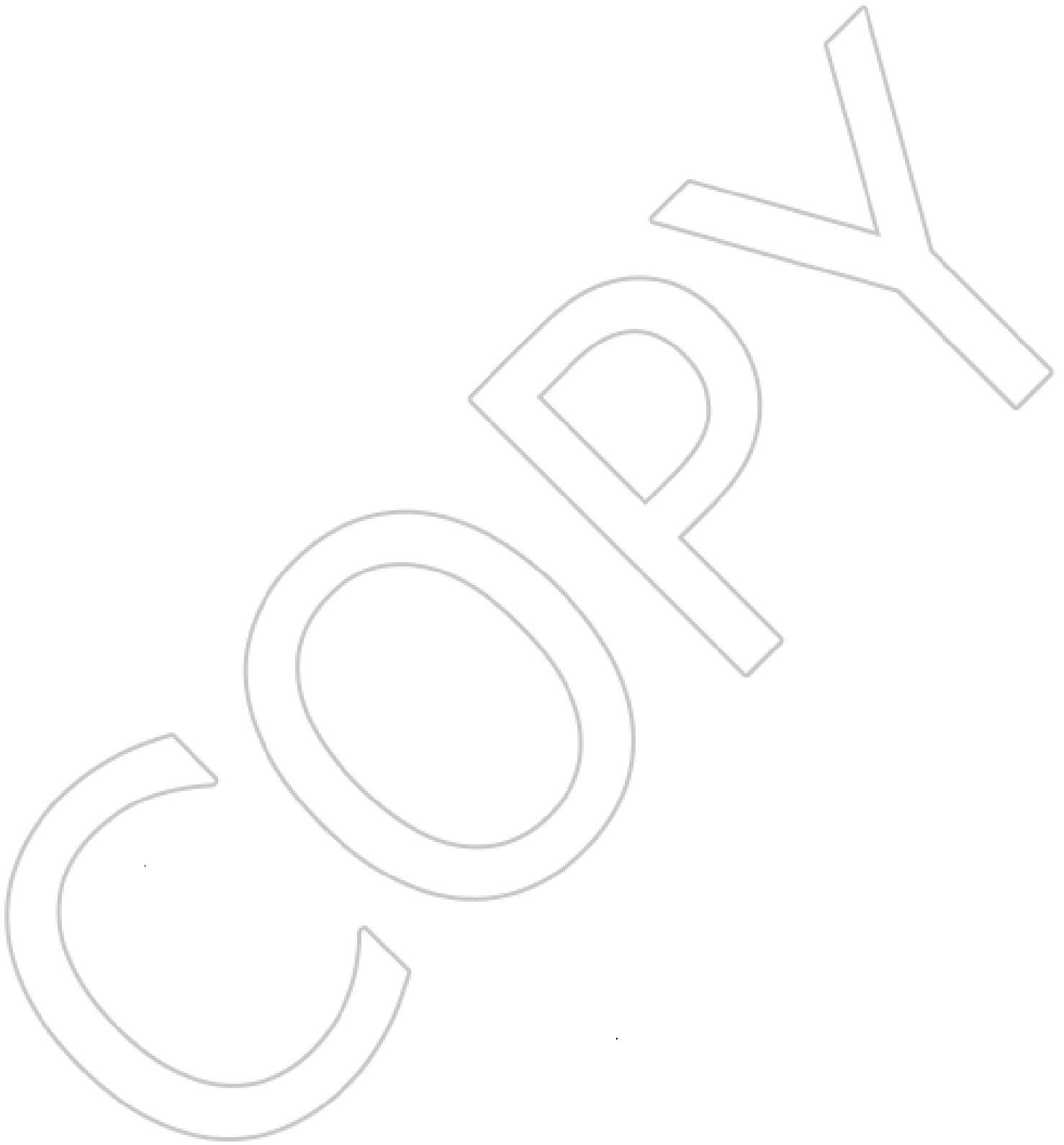
SIGNED AND SWORN TO (or affirmed) before me on December 21 by ROBERT S. HADFIELD.

Mary E. Baldecchi
NOTARY PUBLIC





EXHIBIT A



LEASE AGREEMENT

THIS INDENTURE OF LEASE, made in duplicate, effective the 3rd day of March, 1982, by and between the Unincorporated Town of Minden, by and through the duly qualified and appointed members of its Town Board, hereinafter called "Lessor" and the Douglas County Engine Company, a non-profit Nevada Corporation, hereinafter called "Lessee".

WITNESSETH

WHEREAS, since the recordation of the map of the Original Town Site of the Town of Minden, as recorded in the Office of the County Recorder of Douglas County, Nevada, the Lessor has been the owner of Lots 5 and 6 in Block H, as shown on the said map; and

WHEREAS, for several years the Lessee has occupied a structure erected upon said lots, as well as upon lots contiguous thereto; said contiguous lots being Lots 1, 2, 3, and 4, which are owned by the County of Douglas; and

WHEREAS, the Lessee, at the time it made substantial improvements to the building located upon the said Lots 5 and 6 was unaware of the ownership interests in said lots by the Town of Minden; and

WHEREAS, the Town of Minden desires to support, promote and otherwise encourage the activities of the Lessee in providing fire protection and related services to the citizens of the Town of Minden; and

WHEREAS, the Lessor has the power and duty to hold, manage and use its real and personal property in a manner consistent with the welfare of its inhabitants,

NOW, THEREFORE, the Lessor hereby leases to the Lessee the following described real property upon the terms, covenants and conditions set forth herein:

I

All that real property, upon which a fire house currently stands, located in the County of Douglas, State of Nevada, and more particularly described as follows:

Lots 5 and 6, in Block H, as shown on the map of the Original Town Site of Minden, recorded in the Office of the County Recorder of Douglas County, Nevada.

II

This Lease shall commence on the 3rd day of March, 1982, and shall end on the 3rd day of March, 2081, both at 8:00 o'clock in the forenoon, unless said term be sooner terminated or extended as set forth herein. Upon expiration of the initial lease term, the Lessee shall have a first right of refusal to lease the said premises for an additional term of equal duration as the initial term.

III

Lessee agrees to pay Lessor as rental for the leasehold premises described in Paragraph I of this Lease Agreement, the sum of ONE DOLLAR (\$1.00) per year.

IV

Lessee, subject to Lessor's approval as hereinafter provided, is given the right to construct at Lessee's own expense, such improvements upon the leasehold premises as may be necessary or desirable. Lessee shall pay all costs arising out of or in any way connected with the construction of any such improvements and shall keep the demised premises and structure erected thereon free and clear from any and all liens of mechanics or materialmen and any and all liens of a similar nature arising out of the construction, repair, alteration or maintenance of such structure. Before commencing construction of any such improvement, Lessee shall first submit the plans and specifications to Lessor for its approval,

1 which may be withheld unless the building to be constructed
2 shall, in every respect, comply with the laws, ordinances and
3 regulations of the Lessor and of all other municipal, state
4 and federal entities exercising jurisdiction over the Lessee.
5 If the plans and specifications are found to be in compliance,
6 then the approval of the improvement shall not otherwise be
7 unreasonably withheld by the Lessor.

8 Any buildings constructed on the leasehold premises
9 during the term, or during any extended term, of this Lease
10 shall, upon expiration or termination of this Lease for any
11 cause, be and become the property of Lessor.

12 V

13 Lessee agrees to secure itself, or to be responsible
14 for having another responsible entity secure, liability
15 insurance and fire insurance in such amounts as the state,
16 county, or town laws, ordinances, or resolutions may require.
17 Such insurance shall be issued by an insurance company
18 satisfactory to Lessor and in a form satisfactory to Lessor;
19 it shall provide at least thirty (30) days' notice to Lessor
20 before cancellation; and a copy of all insurance policies or
21 certificates shall be delivered to the Lessor. All fire,
22 or hazard, insurance shall provide for coverage in an amount
23 equal to current replacement cost of any buildings currently,
24 or hereafter, constructed on the leasehold premises.

25 VI

26 The Lessee shall save and hold the Lessor free and
27 harmless from any loss, damage, injury or claim arising from
28 any cause whatsoever resulting from any act or acts of the
29 Lessee while occupying the said demised premises.

30 VII

31 Lessee shall not have the right to assign or sublet
32 this Lease without the express written consent of the Lessor.

W. O. Kelly
& Sons
1000 N. 1st St.
Olathe, Kansas



VIII

In the event of default by the Lessee in any of the covenants or agreements made on the part of the Lessee, Lessee shall have ten (10) days following receipt of written notice of Lessor's claim of default to cure the default complained of, failing which Lessor shall have the right to reclaim, and Lessee hereby agrees to surrender the leasehold premises. In the event of such default, Lessor may re-enter the said premises, and every part thereof; and remove all persons and property therefrom, and repossess and enjoy the said premises as in the first and former estate of the Lessor.

IX

It is understood and agreed that the Lessee shall only be entitled to use the property for the following purposes:

- A. For the provision of fire protection services to the residents of the Town of Minden and adjacent geographical areas.
- B. All other purposes which are a natural concomitant of, or appendage to, the purpose described in subparagraph A hereof.

IN WITNESS WHEREOF, Lessor has caused this instrument to be duly executed on its behalf by its duly qualified and appointed Town Board, and Lessee has caused this instrument to be duly executed on its behalf by its President and by the Chief of the Douglas County Engine Company.

LESSORS: TOWN OF MINDEN BOARD

Ron Lange

RON LANGE

Robert A. Gardner

ROBERT GARDNER

O'Reilly
A. Keel
At Law
City of
Nebraska



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Ron Bosmans
RON BOSMANS

Clarence Godecke, Jr.
CLARENCE GODECKE, JR

Dan Jenkins
DAN JENKINS

ATTEST:

Shirley D. ...
Secretary of the Board

LESSEE

John A Wood
President

Dennis R. ...
Chief of the Douglas County
Engine Company