

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Natalie Wood

**Department:** County Manager's Office



KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

**specify:** \_\_\_\_\_

PATRICK CATES  
County Manager

JENIFER DAVIDSON  
Assistant County Manager



1594 Esmeralda Avenue  
Minden, Nevada 89423

[www.douglascountynv.gov](http://www.douglascountynv.gov)  
775-782-9821

**OFFICE OF THE COUNTY MANAGER**

August 26, 2021

Carol Chaplin  
Executive Director  
Tahoe Douglas Visitor's Authority  
P.O. Box 6777  
Stateline NV 89449

**FILED**  
NO. 2021-167  
DATE 10/18/21  
**DOUGLAS COUNTY CLERK**  
MINDEN, NV  
BY [Signature] **DEPUTY**

Ms. Chaplin,

Please accept this letter as a memorial of our understanding and the action of the Douglas County Board of Commissioners at their February 4, 2021 meeting regarding our Kingsbury Community Facility Building Lease agreement.

Due to the public health measures related to the COVID-19 global pandemic, the Douglas County Board of Commissioners has not held a meeting at the Kingsbury Community Facility since February 27, 2020. Accordingly, Douglas County has not paid the \$50,000 outlined in our lease agreement for use of public group meeting space since that time.

On February 4, 2021, the Douglas County Board of Commissioners voted unanimously to permanently discontinue regular meetings at the Lake Tahoe and to terminate that provision from our lease agreement. If, in the event Douglas County found a need to use this space, the County would pay the fee according to TDVA's regular fee schedule on an ad hoc basis. Accordingly, Douglas County will remove all of its equipment from your meeting room within 30 days of the date of this letter.

Regarding the portion of the lease that covers the space for the Transit Center for the Tahoe Douglas Transportation District, as we have previously discussed, the County ~~would like~~ <sup>PC</sup> to enter into a new agreement to continue the \$35,000 annual payment through June 30, 2024, or until such time as TDVA terminates its lease of the building. Please find attached a proposed revised rental agreement.

I appreciate your willingness to mutually terminate the existing lease and to create a new lease for just the Transit Center based on the Board's action on February 4, 2021. I am available to discuss any questions you might have at your convenience.

Sincerely,

Patrick Cates  
County Manager

# KINGSBURY COMMUNITY FACILITY

169 HIGHWAY 50

STATELINE, NEVADA

## BUILDING LEASE AGREEMENT

This Lease Agreement is made by and between the Tahoe Douglas Visitors Authority (“TDVA” or “Landlord”) and Douglas County, Nevada (“Tenant”).

**WHEREAS**, Douglas County has been providing financial support for the Kingsbury Community Facility located at 169 Highway 50, Stateline, Nevada 89449, also known by Douglas County Assessor’s Parcel Number 1318-23-401-042 (the “Tahoe Center”), which houses the Tahoe Douglas Visitors Authority (“TDVA”), the LTVA, and the Lake Tahoe South Shore Chamber of Commerce (“LTSSCC”) and includes a Transit Center, Visitor’s Center, and a meeting room for the Douglas County Board of County Commissioners; and

**WHEREAS**, Douglas County has been providing an annual payment for the Transit Center which is also located in the Tahoe Center for the purpose of leasing space for the Tahoe Douglas Transportation District and for Douglas County supported transit services provided through the Coordinated Transit System (“CTS”) and BlueGo; and

**WHEREAS**, TDVA represents and warrants that it has a valid lease for the Tahoe Center with Edgewood Village, LLC, a Nevada limited liability company (“Edgewood Village”), is authorized to enter this Lease Agreement with Douglas County for the use of the Tahoe Center, and is currently and will remain in full compliance with any lease or other agreement TDVA has with Edgewood Village.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **PREMISES:** Landlord agrees to rent to Tenant a public lobby area, restroom facility, and such other facilities that are necessary to maintain a Transit Center at the Tahoe Center and to otherwise fulfill Tenant’s obligations to its regional partners in the Lake Tahoe basin including, without limitation, the Tenant’s support of transit services provided through the Tahoe Transportation District, and/or other transit operators authorized by Tenant.
2. **TERM:** The term of this Lease Agreement shall be from July 1, 2021, to June 30, 2023, unless terminated earlier by either party.
3. **RENT, CHARGES, AND FEES:**
  - A. The annual rent to Landlord shall be Thirty-Five Thousand Dollars (\$35,000) per year, payable on the first day of July for the use of the Tahoe Center as a Transit Center.
  - B. Landlord will send Tenant an invoice no later than 30 days before any annual installment payment is due.

- C. Tenant's obligation to pay any sum otherwise due to Landlord is expressly conditioned on Landlord's remaining current and fulfilling its obligations and timely paying all amounts due to Edgewood Village.
- D. If the Lease Agreement is terminated prior to June 30, 2023, then Landlord promises and agrees to return to Tenant the pro-rated portion of the annual rent that was paid by Tenant for the unused portion of the term. Such refund will be paid within 60 days of the termination of the Lease Agreement.

**INCREASE IN RENT, CHARGES AND FEES: INTENTIONALLY OMITTED.**

- 4. **TERMINATION:** Either party may revoke this Lease Agreement without cause with at least ninety (90) days' advance notice. Upon termination of this Lease Agreement by either party, Tenant agrees to return building keys to Landlord and to remove all of the Tenant's personal property. Tenant agrees that it shall leave the premises in a neat, clean and orderly condition, allowing for ordinary and normal usage during occupancy.
- 5. **ASSIGNMENTS, TRANSFERS AND SUBLEASES:** This Lease Agreement shall not be assigned, transferred or subleased by either the Landlord or Tenant.
- 6. **MAINTENANCE AND REPAIR OF BUILDING:** Landlord agrees to maintain the building interior and exterior in a clean and orderly condition at all times, and in accordance with all safety and fire codes and other applicable federal, state, and local laws and ordinances.
- 7. **INDEMNIFICATION:**
  - A. **Landlord Indemnification.** Landlord agrees to indemnify, reimburse, hold harmless, and defend Douglas County, its commissioners, officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto, or arising from any act, omission, or negligence of any officer, agent, employee, guest, or invitee of Landlord, in or about the premises.
  - B. **Douglas County Indemnification.** Douglas County agrees to indemnify, reimburse, hold harmless and defend Landlord, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including attorney's fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto, or arising from any act, omission or negligence of any officer, agent, employee, guest, or invitee of Douglas County, in or about the premises. This Agreement is made on the express condition that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from any cause connected with the use or occupancy of the Premises by Douglas County, specifically including, without limitation, any liability for injury to the person or property of Douglas County, its commissioners, officers, employees, licensees and invitees.

**8. INSURANCE (Landlord):** Landlord shall certify that the following insurance coverages are in effect during the term of this Lease Agreement and shall maintain coverage in full force and in effect until the termination of this Lease Agreement.

A. **Liability Coverage.** Landlord must acquire liability insurance in an amount of not less than \$1,000,000 for each occurrence or accident with \$2,000,000 aggregate limit. Douglas County shall be named as an additional insured under the liability insurance policy.

B. **Form of Policy.** All policies of insurance required above shall be written by a qualified insurance company rated "A" or better by the Best's Insurance Rating Guide and be authorized to do business by the State of Nevada. Landlord is required to annually mail a certificate of insurance, signed by an authorized representative of the issuing company, to the Tenant. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

- 1) A statement that Douglas County is endorsed as a named insured under each policy or policies;
- 2) All required dollar limits of insurance coverages shall be correctly stated;
- 3) A provision that written notice of cancellation or any material change in coverage shall be delivered to Tenant at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to Tenant; and
- 4) An original signature and the printed name of the insurance agent or authorized representative of the insurance company issuing the policy, including the insurance underwriter's or broker's telephone number.

**9. INSURANCE (Tenant):** Tenant shall certify that the following insurance coverages are in effect during the term of this Lease Agreement and shall maintain coverage in full force and in effect until the termination of this Lease Agreement.

A. **Liability Coverage.** Tenant must acquire liability insurance in an amount of not less than \$1,000,000 for each occurrence or accident with \$2,000,000 aggregate limit. TVDA shall be named as an additional insured under the liability insurance policy.

B. **Form of Policy.** All policies of insurance required above shall be written by a qualified insurance company rated "A" or better by the Best's Insurance Rating Guide and be authorized to do business by the State of Nevada. Tenant is required to annually mail a certificate of insurance, signed by an authorized representative of the issuing company, to the Landlord. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

- 1) A statement that Tahoe Douglas Visitors Authority is endorsed as a named insured under each policy or policies;
- 2) All required dollar limits of insurance coverages shall be correctly stated;
- 3) A provision that written notice of cancellation or any material change in coverage shall be delivered to Landlord at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to Landlord; and
- 4) An original signature and the printed name of the insurance agent or authorized representative of the insurance company issuing the policy, including the insurance underwriter's or broker's telephone number.

**10. ALTERATIONS:** Tenant shall not alter any existing fixtures or improvements or alter the building walls, floor, doors, or ceiling in any manner nor shall Tenant add fixtures or improvements to, or in any other way modify, the building without the prior written approval of the Landlord. Any and all work approved by Landlord shall be conducted at Tenant's sole cost and expense.

**11. NOTICES:** Any notice required or permitted to be given or served whether pursuant to the terms of this Agreement or any provision of law shall be served by certified mail postage prepaid to the respective addresses, or at any other address as the party to be notified may from time to time designate in writing. Landlord's address, to which notices shall be sent, is as follows:

Tahoe Douglas Visitors Authority  
P.O. Box 6777  
Stateline, NV 89449

Tenant's address to which notices shall be sent is as follows:

Douglas County Manager  
P.O. Box 218  
Minden, NV 89423

**12. SEVERABILITY:** It is the intent of the parties that the sections, paragraphs, sentences, clauses, and phrases of this Lease Agreement are severable and if any phrase, clause, sentence, paragraph, or section of this Lease Agreement is declared invalid by the final judgment or decree of a court of competent jurisdiction the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Lease Agreement.

**13. LAW AND FORUM:** The Lease Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in



interpreting or enforcing the Lease Agreement. In the event a dispute arises between the parties, the parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the parties agree to mediate any dispute arising from or relating to the Lease Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, then any dispute must be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney's fees.

14. **COMPLIANCE WITH APPLICABLE LAWS.** Landlord and Tenant each agree to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Lease Agreement including, but not limited to, all federal, state and local accounting procedures and requirements.
15. **DESTRUCTION:** If the premises are rendered untenable by the elements, or by any other cause not resulting from Tenant's neglect or fault, the obligation to pay rent shall cease until the premises are repaired. When the premises are tenable the obligation to pay rent will resume.
16. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the full and final agreement between the parties and will not be modified except in writing and signed by both parties.

- Signature Page Follows -

In witness whereof, the parties hereto have caused this Building Lease Agreement to be signed and intend to be legally bound thereby.

**On Behalf of the Tenant  
Douglas County**

BY: [Signature]  
Patrick Cates, County Manager

Attest: [Signature]  
Amy Burgans, Douglas County Clerk

**On Behalf of the Landlord  
Tahoe Douglas Visitor's Authority**

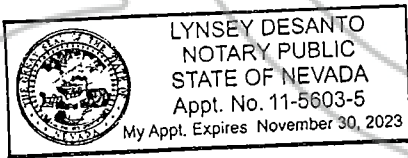
BY: [Signature]  
On behalf of and with authority to sign for the TDVA

State of Nevada  
County of Douglas

This instrument was acknowledged before me on 10/5/2021 by Carol Chaplin.

(Notary Stamp)

[Signature]  
Notary



Douglas County State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 18<sup>th</sup> day of October, 20 21

By [Signature] Deputy