



Storey County Board of County Commissioners Agenda Action Report

Meeting date: September 3, 2019

Estimate of time required: 15 minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of 99 year lease of the Ice House and associated real property to the Storey County Jeep Posse for an annual rent of \$1.

2. **Recommended motion:** I _____ (Commissioner) move to approve the grant of a 99 year lease of the Ice House and associated real property to the Storey County Jeep Posse for an annual rent of \$1. And authorize the chairman to sign

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** The Storey County Jeep Posse has requested that the County grant it a 99 year lease as to the Ice House and associated real property for an annual rent of \$1. Pursuant to NRS 244.284 the County is authorized to lease county owned land to a corporation for public benefit for up to 99 years on such terms and conditions as to the Board seems proper. The Storey County Jeep Posse does qualify as a corporation for public benefit as that term is defined in NRS 82.021. The Jeep Posse desires the 99 year lease as they are proposing to invest substantial sums for the repair and rehabilitation of the Ice House building. They do not want to invest the sums unless they are assured that they will have possession of the building for a lengthy period of time.

6. **Supporting materials:** Proposed Lease; NRS 244.284

7. **Fiscal impact:**

Funds Available: _____ Fund: _____ Comptroller

8. **Legal review required:**

District Attorney

8. **Reviewed by:**

____ Department Head Department Name:

____ County Manager Other agency review: _____

9. **Board action:**

- | | |
|-----------------------------------|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Approved with Modifications |
| <input type="checkbox"/> Denied | <input type="checkbox"/> Continued |

LEASE AGREEMENT

This lease agreement is entered into as of the date of its execution as set forth below and is by and between the County of Storey, a political subdivision of the State of Nevada (hereafter County) and the Storey County Jeep Posse, a Nevada non-profit corporation and a corporation for public benefit (hereafter Jeep Posse)

BACKGROUND

Jeep Posse has been involved for many years, though not at present, in providing search and rescue services in conjunction with the Storey County Sheriff's Office in Storey County, Nevada. It is anticipated that it may again provide such services in the future. It has also maintained the historic structure known as the Ice House. It has provided scholarships to local students, allowed the use of the property for a shooting range and as a skeet range and provided other services benefitting the public. Some of the services provided would have to be provided by Storey County at its own expense if not provided by the Jeep Posse.

Under NRS 244.284 a Board of County Commissioners is authorized to lease the real property of the county to a corporation for public benefit for a period not to exceed 99 years if such real property is not needed for public purposes of the county and the property will actually be used for charitable or civic purposes. The Jeep Posse is a corporation for public benefit as that term is defined in NRS 82.021. The Ice House building is not needed for public purposes of the County. The associated unimproved real property is not needed for the exclusive use of the County but is utilized by the Storey County Public Works Department for the storage of materials. Accordingly it is the intention of County to memorialize and formalize the terms of a lease to Jeep Posse for the exclusive right to occupy and utilize the Ice House building and a non-exclusive right to utilize the unimproved real property described in Exhibits A and B attached hereto, hereafter, collectively, the Premises.

Accordingly, the County does hereby lease to Jeep Posse the Premises on the following terms and conditions.

1. **Term.** County leases to Jeep Posse the Premises depicted in Exhibits A and B for a term of 99 years unless sooner terminated as set forth below. The occupancy of the Ice House and associated outbuildings and fenced area is granted exclusively to Jeep Posse. The unimproved portion of the Premises is granted to Jeep Posse for its use but in conjunction with the use of this portion of the Premises by the Storey County Public Works Department.
2. **Use of Premises.** Jeep Posse will utilize the premises for charitable or civic purposes throughout the term of the lease.

3. **Maintenance and Repair.** Jeep Posse must maintain the Ice House in a neat and orderly condition throughout the time this lease remains in effect. Any damage occasioned to the Ice House by the conduct of Jeep Posse its members and guests must be repaired at the expense of Jeep Posse. Jeep Posse will be responsible for the expense of routine repairs for ordinary wear and tear.

4. **Alterations.** Jeep Posse may not make any alterations or improvements to the Ice House without the express written permission of County. Upon termination of this lease any alterations or improvements made to the Ice House which are affixed to the Ice House shall become the property of County without further payment or reimbursement to Jeep Posse.

5. **Utilities.** Jeep Posse will provide electricity, water, garbage disposal and gas to the Premises at its own expense

6. **Jeep Posse Insurance, Liability and Indemnity.** Jeep Posse acknowledges that it will occupy and utilize the Premises at its own risk and waives any claim for damages for injury or loss of life to its members, officers, employees and volunteers for its/their use of the Ice House and agrees to indemnify and hold County harmless for any claims of injury or loss of life occasioned by Jeep Posse's use of the Premises, whether that claim is made by Jeep Posse's members, officers, employees, volunteers or guests. In this regard, Jeep Posse shall maintain a policy of liability insurance with a minimum coverage of two million dollars (\$2,000,000.00) and have County identified as an additional insured on such policy of insurance. Jeep Posse will provide County with a certificate of insurance verifying such coverage prior to beginning utilization of the Premises and annually thereafter.

7. **County Insurance.** County will carry insurance covering the Premises and County activities as provided by the Nevada Public Agency Insurance Pool.

8. **Subrogation.** Both parties waive the right to assert claims against each other, their officers, employees, agents and volunteers for damages or losses which are covered by their own policies of insurance.

9. **Termination.** Jeep Posse may terminate this agreement at any time and for any reason or even for no reason upon giving written notice of its termination to County addressed to County Manager at PO Box 176 Virginia City, NV 89440. County may terminate the lease at any time if Jeep Posse fails to utilize the premises for charitable or civic purposes for a period of 6 months or more. Notice of termination must be delivered by sending written notice to James Trabert at 196 Q Street, Virginia City, NV 89440 or to any other location provided in writing to the County Manager by Jeep Posse.
10. **Entire Contract and Modification.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the District Attorney and the Board of County Commissioners.
11. **Governing Law: Jurisdiction.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
12. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
13. **Status of Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or except as provided herein, otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.

14. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile signatures.

Dated this _____ day of _____, 2019

Storey County Jeep Posse

By: _____
Casey Kelley, President

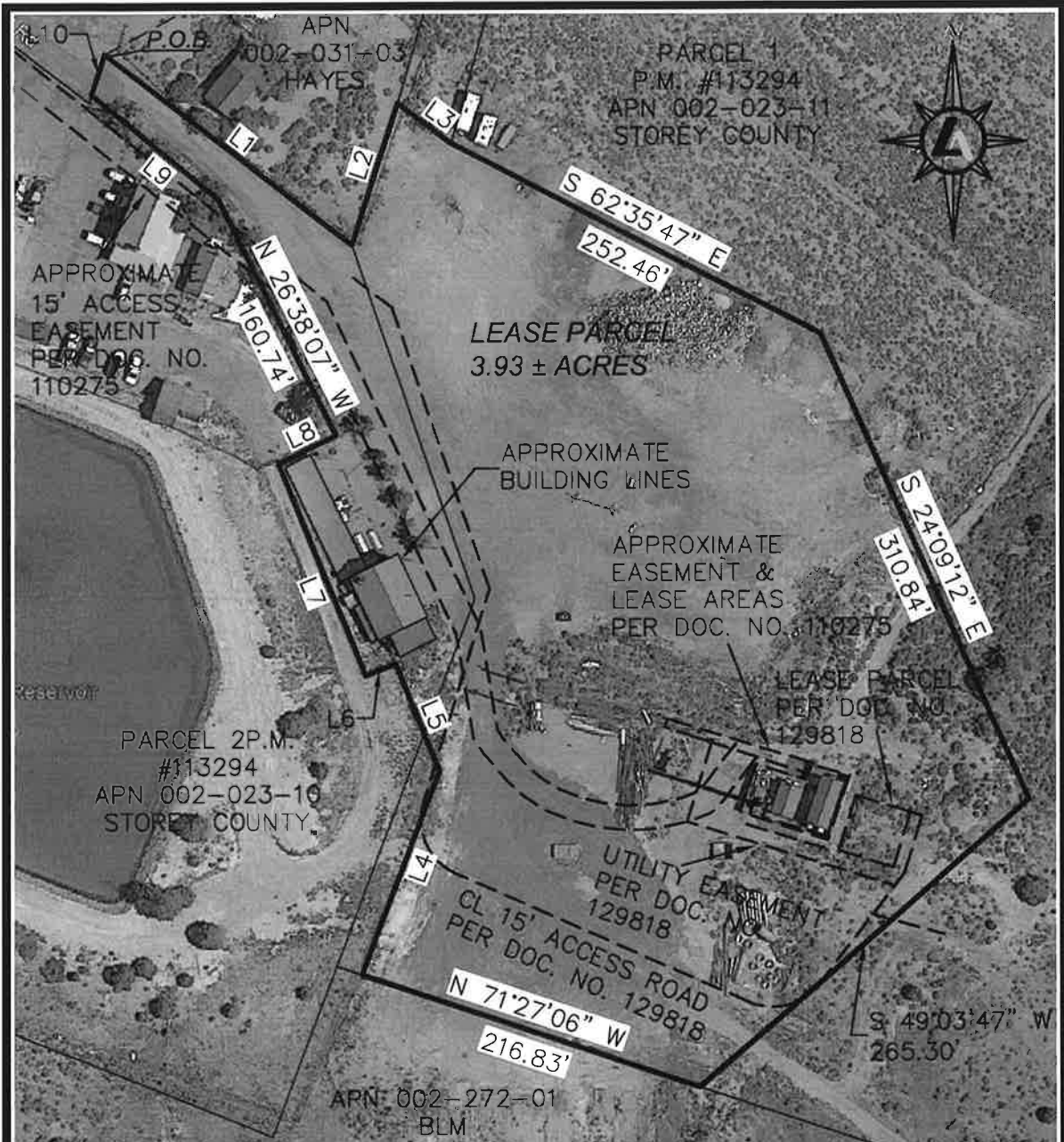
Dated this _____ day of _____, 2019.

Storey County

By: _____
Marshall McBride, Chairman Storey County
Board of County Commissioners

ATTEST:

Vanessa Stephens,
Storey County Clerk/Treasurer



Line #	Length	Direction	Line #	Length	Direction
L1	190.00'	S52°26'08" E	L6	19.41'	S68°03'41" W
L2	90.18'	N17°54'52" E	L7	139.29'	N22°17'03" W
L3	40.68'	S53°24'51" E	L8	39.16'	N63°50'03" E
L4	132.41'	N20°54'47" E	L9	99.55'	N50°30'27" W
L5	70.23'	N22°35'59" W	L10	25.78'	N17°54'52" E

LUMOS
 & ASSOCIATES 
 178 SOUTH MAINE STREET
 FALLON, NV 89406
 TEL (775) 423-2188

EXHIBIT "B"
STOREY COUNTY JEEP POSSE
LEASE PARCEL
PORTION OF SEC. 32, T17N, R21E, MDM
STOREY COUNTY NEVADA

Date: 06/2019
 Scale: 1" = 100'
 Job No: 9772.000

EXHIBIT "A"
LEASE PARCEL

All that certain piece or parcel of land located within a portion of the West One-Half (W1/2) of Section Thirty-Two (32), Township Seventeen (17) North, Range Twenty-One (21) East, being a portions of Parcels 1 and 2 as shown and so designated on Parcel Map for Storey County, File No. 113294 in the Official Records of Storey County, Nevada, and being more particularly described as follows:

BEGINNING at a point on the northerly line of said Parcel 2, from which the northeast corner of said Section 32 bears North 61°14'24" East, 4322.32 feet;

THENCE along the northerly line of said Parcel 2, South 52°26'08" East, 190.00 feet;

THENCE continuing along said northerly line, North 17°54'52" East, 90.18 feet;

THENCE continuing along said northerly line, South 53°24'51" East, 40.68 feet;

THENCE leaving said northerly line, South 62°35'47" East, 252.46 feet;

THENCE South 24°09'12" East, 310.84 feet;

THENCE South 49°03'47" West, 265.30 feet;

THENCE North 71°27'06" West, 216.83 feet;

THENCE North 20°54'47" East, 132.41 feet;

THENCE North 22°35'59" West, 70.23 feet;

THENCE South 68°03'41" West, 19.41 feet;

THENCE North 22°17'03" West, 139.29 feet;

THENCE North 63°50'03" East, 39.16 feet;

THENCE North 26°38'07" West, 160.74 feet;

THENCE North 50°30'27" West, 99.55 feet to the above mentioned northerly line of said Parcel 2;

THENCE along said northerly line, North 17°54'52" East, 25.78 feet to the POINT OF BEGINNING.

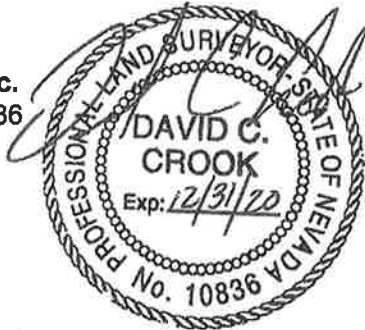
Said LEASE PARCEL contains 3.93 acres of land, more or less.

EXCEPTING THEREFROM all that certain area described in Memorandum of Land Lease Agreement, Document No. 110273 in the official Records of Storey County, Nevada, Memorandum of License Agreement, Document No. 110274 in the Official Records of Storey County, Nevada and Memorandum of Grant of Easement, Document No. 110275 in the Official Records of Storey County, Nevada.

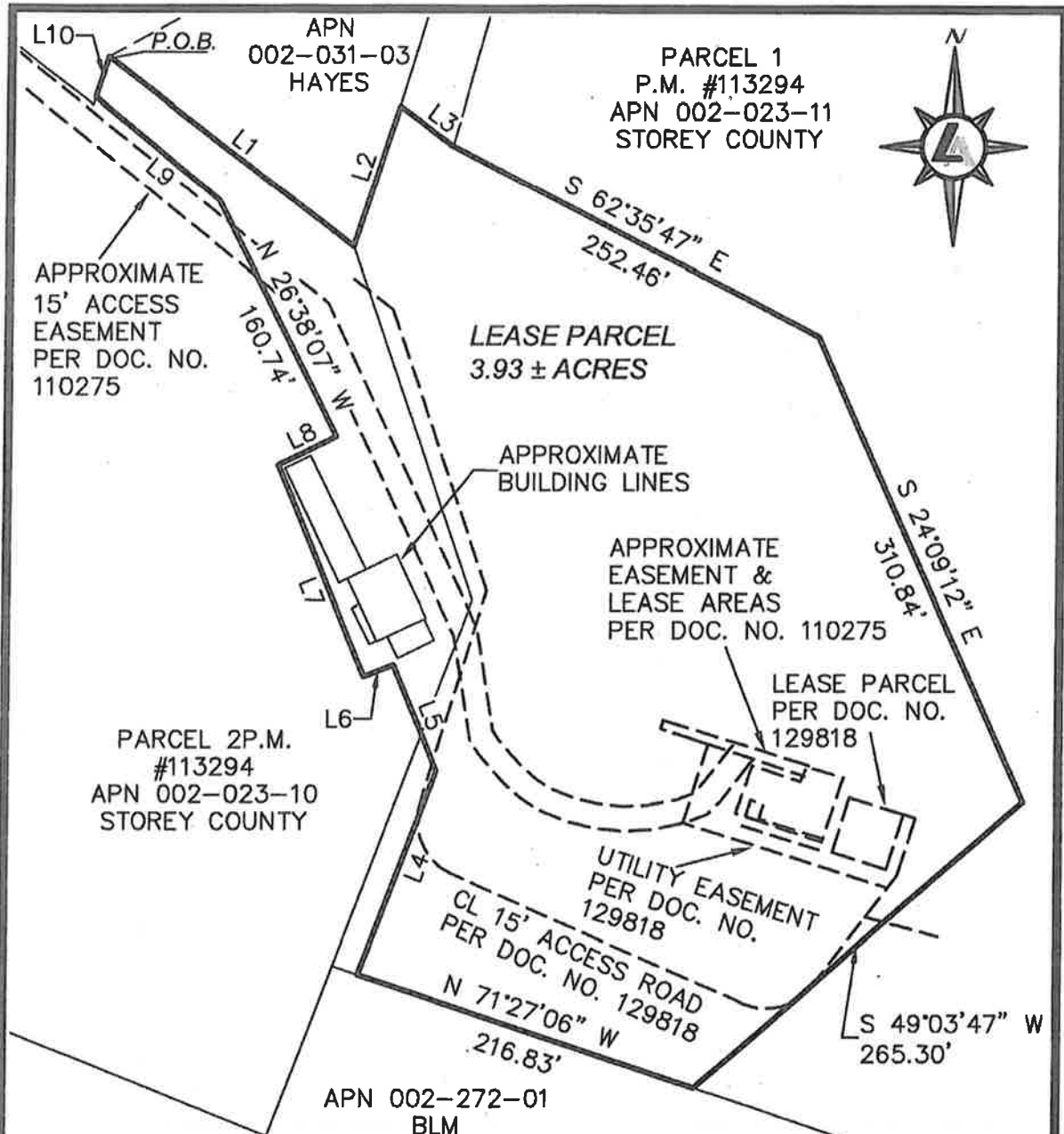
ALSO EXCEPTING THEREFROM all that certain area for the Lease Parcel, Access Route and Utility Route as shown in Memorandum of Lease, Document No. 129818 in the Official Records of Storey County, Nevada and as shown on the site plan for CVL06075 "GOLD HILL", Sheet LS-1, dated November 18, 2018 and prepared by Casey R. Lynch, PLS.

The Basis of Bearings for this description is Parcel Map for Storey County, File No. 113294 in the Official Records of Storey County, Nevada,

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406



06/28/2019



Line #	Length	Direction
L1	190.00'	S52°26'08"E
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