COMMUNICATIONS AND REPORTS SEPTEMBER 17, 2024

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

COMMUNICATIONS

- A. Fully executed First Amendment to Lease Agreement between Silver State Cal Ripken and Washoe County dated March 25, 2008.
- B. Fully executed First Amendment to Lease Agreement between Washoe Little League and Washoe County dated April 22, 2008.
- C. Fully executed Lease Agreement between North Valleys Little League and Washoe County dated June 25, 2013.
- D. Fully executed Lease Agreement between Silver State Cal Ripken and Washoe County dated May 30, 2006.
- E. Fully executed Lease Agreement between Silver State Cal Ripken and Washoe County dated May 29, 2013.
- F. Fully executed Lease Agreement between Washoe Little League and Washoe County dated June 25, 2013.
- G. Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project dated August 29, 2024.
- H. Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by Western Bounty, LLC to Construction a Portion of Segment 2 of the Western Bounty Transmission Line Project dated August 5, 2024.
- I. Staff Report and Supporting Materials for the Purchase of Property at 829 Morrill Avenue dated November 18, 1997.

MONTHLY STATEMENTS/REPORTS

A. Clerk of the Court Monthly Financial Statement for the month ending August 31, 2024.

PURSHOE COUNTY
PUBLIC WORKS DEPT
GENERAL SERVICES DIVISION
ATTN: CAROLYN THOMAS
P.O. BOX 11130
RENO, NV 89520-0027

DOC # 3637090
04/04/2008 01:38:47 PM
Requested By
WASHOE COUNTY GENERAL SERVICES
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this 25th day of 1000, 2008, by and between Silver State Cal Ripken, a Nevada non-profit Corporation, hereinafter referred to as "Lessee" and WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lessor".

WITNESSETH

WHEREAS, Lessor is the sole owner of the North Valley's Regional Sports Complex Concession Building ("Building"), located at 8085 Silver Lake Drive, Reno, NV, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding; and

WHEREAS, Lessee through previous contractual agreements has been utilizing the Concession for a public purpose under that Lease Agreement dated May 30, 2007 ("Lease Agreement"); and

WHEREAS, Lessee wishes to exercise the renewal option term that exists within the above mentioned Lease Agreement, therefore, the parties require an Amendment to the Lease Agreement to acknowledge these changes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree to amend the Lease Agreement by extending the term in Section Two and modifying Section Three, as shown below.

SECTION TWO

The term of this Agreement shall be for twelve (12) months commencing April 1, 2008 and terminating on March 31, 2009 unless extended or terminated as allowed within the existing Lease Agreement.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee utilizes the building for a public purpose Lessor shall accept five percent (5%) of the gross sales revenue as rent for use of the facility. The said amount will be paid automatically and without demand directly to the Washoe County Regional Parks and Open Space Department within 10 calendar days of the end of each month, to the following address:

Washoe County Regional Parks and Open Space P.O. Box 11130 Reno, NV 89520-0027

In the event Lessee has not paid the agreed upon sum within 15 days after the due date, interest will incur at the rate of ten percent (10%) per annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee vacate the premises and remove all personal property within 30 days of notice.

All other terms and conditions of the Lease Agreement, together with this First Amendment, shall remain in full force and effect throughout the term and any extended term of the original Agreement.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date and year first above written.

LESSOR: WASHOE COUNTY, a	LESSEE: SILVER STATE CAL
Political Subdivision of the State of	RIPKEN, a Nevada non-profit
Nevada (County)	Corporation / /
By: Vobert M Larken	By:
Robert M. Larkin, Chairman	Michele Jones
Washoe County Commission	Its: Woord Mumber
. 1	
STATE OF Sevada	
COUNTY OF Washoe	
On this 25th day of March, 2008, before Washe, State of Mevada, personal	e me a Notary Public in and for the County of lly appeared (CBFETT), LARKIN, known to me
to be the person described herein and who executed the forego	oing instrument and who acknowledged to me that he
executed the same freely and voluntarily on behalf of Lessor Vita Lencione Notary Public	RITA LENCIONI Notary Public - State of Nevada Appointment Recorded in Washoe County No: 94-2090-2 - Expires September 28, 2010
STATE OF Y JUNE 1	
COUNTY OF WILLIAM OF	
	e me a Notary Public in and for the County of Washoe,
State of Nevada, personally appeared Michele JDNG know	wn to me to be the person described herein and who
executed the foregoing instrument and who acknowledged to	me that he executed the same freely and voluntarily or
behalf of Lessee for the uses and purposes therein mentioned	
Notary Public OMUD	JOANNA SCHULTZ Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-103685-2 - Expires January 31, 2010

MAIL TO: MASHOE COUNTY GENERAL SERVICES 3035 LONGLEY LN RENO, NV 89502 DOC # 3646190
05/01/2008 03:22:16 PM
Requested By
WASHOE COUNTY GENERAL SERVICES
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this day of _______, 2008, by and between Washoe Little League, a Nevada non-profit Corporation, hereinafter referred to as "Lessee" and WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lessor".

WITNESSETH

WHEREAS, Lessor is the sole owner of the South Valley's Regional Sports Complex Concession Building ("Building"), located at 15650 Wedge Parkway, Reno, NV, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding; and

WHEREAS, Lessee through previous contractual agreements has been utilizing the Concession for a public purpose under that Lease Agreement dated May 13, 2003 ("Lease Agreement"); and

WHEREAS, Lessee wishes to exercise the renewal option term that exists within the above mentioned Lease Agreement, therefore, the parties require an Amendment to the Lease Agreement to acknowledge these changes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree to amend the Lease Agreement by extending the term in Section Two and modifying Section Three and as shown below.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for thirty-six (36) months commencing April 1, 2008 and terminating on March 31, 2011, unless extended or terminated upon mutual agreement of the parties or as otherwise provided within the existing Lease agreement.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee utilizes the building for a public purpose Lessor shall accept five percent (5%) of the gross sales revenue as rent for use of the facility. The said amount will be paid automatically and without demand directly to the Washoe County Regional Parks and Open Space Department, within 10 calendar days of the end of each month, to the following address:

Washoe County Regional Parks and Open Space P.O. Box 11130 Reno, NV 89520-0027

In the event Lessee has not paid the agreed upon sum within 15 days after the due date, interest will incur at the rate of ten percent (10%) per annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee vacate the premises and remove all personal property within 30 days of notice.

In the event Lessee has not paid the agreed upon sum within 5 days after the due date, interest will incur at the rate of ten percent (10%) per annum on any amounts due.

All other terms and conditions of the Lease Agreement, together with this First Amendment, shall remain in full force and effect throughout the term and any extended term of the original Agreement.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date and year first above written.

LESSOR: WASHOE COUNTY, a	LESSEE: WASHOE LITTLE
Political Subdivision of the State of	LEAGUE, a Nevada non-profit
Nevada (County)	Corporation
By: Nobert M. Larkin, Chairman	By: Sheri G Pieg
Washoe County Commission	Its: President
washoe County Commission	its. We have the
STATE OF Newada	
COUNTY OF Washow	
On this 1st day of April , 2008, before	e me a Notary Public in and for the County of
Washoe, State of pluada, personal	lly appeared Sheri G. Figg, known to me
to be the person described herein and who executed the foreg	oing instrument and who acknowledged to me that he
executed the same freely and voluntarily on behalf of Lessor	see/ckelly
Carrly Notary Public Notary Pu	CAROLYN KELLY Notary Public - State of Nevada Appointment Recorded in Washae County No: 01-71017-2 - Expires August 23, 2009
STATE OF Sevada	
COUNTY OF Washoe	·-
On this 23rday of April, 2008, before	e me a Notary Public in and for the County of Washoe,
State of Nevada, personally appeared COSKRI M. LACKENO	wn to me to be the person described herein and who
executed the foregoing instrument and who acknowledged to	me that he executed the same freely and voluntarily on
behalf of Lessee for the uses and purposes therein mentioned	
Mito Lencioni	
Notary Public	
RITA LENCIONI Notary Public - State of Ney	¥ 0

125(3)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 25 day of 10 lb., 2013, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and North Valleys Little League, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the Lemmon Valley Park Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Concession Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Concession Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the Lemmon Valley Parks Concession Building located at the 325 Patrician Drive, Reno, Nevada, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for sixty (60) month term commencing retroactively to April 1, 2013, and will expire on March 31, 2018, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Concession Building for the term of this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. Subject to NRS 426.630-426.720, Lessee shall pay to the State of Nevada Bureau for the Services of the Blind and Visually Impaired Business Enterprises, an additional one (1) percent of its gross sales revenue. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County Community Services Department, Parks Division, within 10 calendar days of the end of the month. To the following address:

Washoe County Parks Division, P.O. Box 11130, Reno, NV 89520

And the one (1%) gross revenue percentage shall be paid directly to the State of Nevada Bureau for the Services of the Blind and Visually Impaired Business Enterprises at:

Nevada Bureau of Services to the Blind and Visually Impaired 1370 S. Curry Street Carson City, NV 89703

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR

RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE

USE OF BUILDING

- A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.
- B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.
- C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.

- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.
- B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

- A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department Parks Division, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.
- B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.
- C. Lessor shall provide morning janitorial services to the restrooms daily, seven days per week, during the days that the Building is in service. Lessee shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.
- D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.
- E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.
- F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

- A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.
- B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive,

or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys fees incurred by Lessor.

SECTION FOURTEEN INSURANCE

- A. Lessor, at its sole cost and expense, shall:
- (1) Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.
- (2) Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.
- (3) Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and
 - B. Lessee, at its sole cost and expense, shall:
 - (1) Maintain fire insurance on all contents owned by Lessee located at the Building.
- (2) Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.
- (3) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and
- (4) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

(5) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

SECTION FIFTEEN

HAZARDOUS SUBSTANCES

- A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.
- B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.
- C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SIXTEEN OUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

SECTION SEVENTEEN

NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: North Valleys Little League, Attn: President, 6845 Lotus Street. Reno NV 89506 and upon Lessor to: Community Services Department, Parks Division, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN

COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY

RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE

TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.
- B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

8	LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada (County)
	1 1/11
	By: Wrof Mr.
	David Humke, Chairman Board of County Commissioners
v	Bourd of County Commissioners
	LESSEE: North Valleys Little League,
*	a Nevada non-profit Corporation
	By Cory Meyer
	Its: President
STATE OF Nevada	THE TABLEST OF THE TA
STATE OF Nevada) COUNTY OF Washoe)	
	, 2013, before me a Notary Public in and for the
County of Washoe, State of Nevada, person	ally appeared David Hunker, known to me to
	d the foregoing instrument, and who acknowledged to me that starily and for the uses and purposes therein mentioned.
Janey & Vant	
Notary Public	NANCY L. PARENT
· SOMEONO	Notary Public - State of Nevada Appointment Recorded in Washoe County No: 93-0825-2 Emission
STATE OF ()	No: 93-0825-2 - Expires October 24, 2013
COUNTY OF WILLIAM	A
Loch ,	MINICOLO I CONTRACTOR IN THE PROPERTY OF THE P
On this <u>W</u> day of <u>County of Washoe, State of Nevada, person</u>	2013 before me a Notary Public in and for the ally appeared, known to me to
be the person described in and who executed	d the foregoing instrument, and who acknowledged to me that
it/he/she executed the same freely and volun	ntarily and for the uses and purposes therein mentioned.
MULINIER	
Notary Public	X
V	JOANNA SCHULTZ
	Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-103685-2 - Expires January 31, 2014

EXHIBIT A

Rules and Regulations of the Building

- 1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.
- 2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type window covering be utilized without prior approval of Lessor.
- 3. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.
- 4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.
- 5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

- 6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the Building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.
- 7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.
- 8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.
 - 9. The Building leased shall not be used for lodging or sleeping purposes.
- 10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.
- 11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.
- 12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.

APN#		Washoe County Recorder Kathryn L. Burke - Recorder Pg 1 of 15 RPTT 0.00
Recording 1	Requested by:	
NameCa	rolyn Thomas	
Address <u>c/</u>	o Washoe County General Svcs	(for Recorder's use only)
City/State/Z	LipLongley Lane	
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	Lease Agreement between Washoe and Silver State Cal Ripken	County
	(Title of Document)	5
	06-610	u .

DOC # 3405702 06/26/2006 03:20P Fee:NC BK1 Requested By WASHOE COUNTY PUBLIC WORKS

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or printed.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this day of 2006, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Silver State Cal Ripken, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the North Valley's Regional Sports Complex Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation, desires to use the Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Building.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the North Valley's Concession Building located at the North Valley's Regional Sports Complex, 8085 Silver Lake Dr., Reno, Nevada, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for a twelve (12) month term commencing upon receipt of the Certificate of Occupancy and terminating on June 30, 2007, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE

RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee may occupy said Building rent-free for the term of this Agreement. Lessor retains the right to request reimbursement from Lessee for trash, water or other public utility, if so directed in the future, by the Board of County Commissioners, notwithstanding the absence of Lessor's reimbursement request at other times during the term or renewal of this Agreement. Lessee shall have no obligation to comply with the Lessor's request for reimbursement. In the event that Lessee refuses to comply with a request for reimbursement, Lessor may require Lessee vacate the premises and remove all personal property within 30 days of notice of rejection of any reimbursement request made hereunder.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE

USE OF BUILDING

- A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.
- B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.
- C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

- A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.
- B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

- A. Lessor shall supply electricity and water to the Building. Lessor, through its Parks Department, shall according to its sole discretion establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.
- B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.



- C. Lessor shall provide morning janitorial services to the restrooms daily, seven days per week, during the days that the Building is in service. Lessee shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.
- D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.
- E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.
- F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

- A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.
- B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.
- C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.



SECTION ELEVEN WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys fees incurred by Lessor.



SECTION FOURTEEN INSURANCE

- A. Lessor, at its sole cost and expense, shall:
- (1) Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.
- (2) Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.
- (3) Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and
 - B. Lessee, at its sole cost and expense, shall:
 - (1) Maintain fire insurance on all contents owned by Lessee located at the Building.
- (2) Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.
- (3) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and
- (4) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.
- (5) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where

applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

SECTION FIFTEEN

HAZARDOUS SUBSTANCES

- A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.
- B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.
- C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SIXTEEN QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

SECTION SEVENTEEN NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Silver State Cal Ripken, P.O. Box 60128, Reno, NV

89506 and upon Lessor to: Director, Parks & Recreation Department, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN

COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party such amounts as be adjudged to be reasonable attorney's fees for the services rendered to the prevailing party in such action or proceeding.

SECTION NINETEEN

CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY

RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE

TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.

C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or



commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE

EFFECT OF AGREEMENT

A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.

B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

Remainder of page left blank intentionally



IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

written.			
	LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada (County)		
	By: Bornie Heber Robert M. Larkin, Chairman		
	Board of County Commissioners		
	LESSEE: Silver State Cal Ripken,		
	a Nevada non-profit Corporation		
	By Jawrie Clark Tawnie Clark		
	Its: President		
NEIMAN	TO ANNO DE LA CONTRACTION DEL CONTRACTION DE LA		
STATE OF Allada)	JUANNA SCHIII TZ		
COUNTY OF Washoe)	Notary Public - State of Nevada Appointment Recorded in Washoe County		
On this 3th day of	No: 06-103685-2 - Expires January 31, 2010		
On this day of, 2006, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared, known to me to			
be the person described in and who executed the foregoing instrument, and who acknowledged to me that			
it/he/she executed the same freely and volume	starily and for the uses and purposes therein mentioned.		
Notary Public / VMUD			
U U	s		
STATE OF Levada)			
COUNTY OF leashor)	*		
and with			
On this day of day of 2006, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared 2000 NE WEBER, known to me to			
be the person described in and who executed the foregoing instrument, and who acknowledged to me that			
it/hc/she executed the same freely and volum	tarily and for the uses and purposes therein mentioned.		
Sita Sencioni Notary Public			





EXHIBIT A

Rules and Regulations of the Building

- 1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.
- 2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type window covering be utilized without prior approval of Lessor.
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- 4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.
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-11.

- 7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.
- 8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.
 - 9. The Building leased shall not be used for lodging or sleeping purposes.
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 29th day of May ______, 2013, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Silver State Cal Ripken, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the North Valley's Regional Sports Complex Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation, desires to use the Concession Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Concession Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the North Valley's Concession Building located at the North Valley's Regional Sports Complex, 8085 Silver Lake Dr., Reno, Nevada, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for sixty (60) month term commencing retroactively to April 1, 2013, and will expire on March 31, 2018, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

SECTION THREE RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Concession Building for the term of this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. Subject to NRS 426.630-426.720, Lessee shall pay to the State of Nevada Bureau for the Services of the Blind and Visually Impaired Business Enterprises, an additional one (1) percent of its gross sales revenue. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County Community Services Department, Parks Division, within 10 calendar days of the end of the month. To the following address:

Washoe County Parks Division, P.O. Box 11130, Reno, NV 89520

And the one (1%) gross revenue percentage shall be paid directly to the State of Nevada Bureau for the Services of the Blind and Visually Impaired Business Enterprises at:

Nevada Bureau of Services to the Blind and Visually Impaired 1370 S. Curry Street Carson City, NV 89703

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE

USE OF BUILDING

- A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.
- B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.
- C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.

- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.
- B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

- A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department Parks Division, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.
- B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.
- C. Lessor shall provide morning janitorial services to the restrooms daily, seven days per week, during the days that the Building is in service. Lessee shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.
- D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.
- E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.
- F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

- A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.
- B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive,

or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys fees incurred by Lessor.

SECTION FOURTEEN INSURANCE

- A. Lessor, at its sole cost and expense, shall:
- (1) Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.
- (2) Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.
- (3) Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and
 - B. Lessee, at its sole cost and expense, shall:
 - (1) Maintain fire insurance on all contents owned by Lessee located at the Building.
- (2) Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.
- (3) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and
- (4) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

(5) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

SECTION FIFTEEN

HAZARDOUS SUBSTANCES

- A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.
- B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.
- C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SIXTEEN

QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

SECTION SEVENTEEN NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Silver State Cal Ripken, P.O. Box 60128, Reno, NV 89506 and upon Lessor to: Community Service Parks Division, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.
- B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

	LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada (County) By:	
	LEGGER GU GARA	
	LESSEE: Silver State Cal Ripken,	
	a Nevada non-profit Corporation	
	By Cliedoth Todd (Elizabeth Todd) CUT	
	Beth Todd (Elizabeth Todd) Cut	
	Its: President	
STATE OF Nevada,		
COUNTY OF Washoe;		
be the person described in and who excented	ally appeared <u>David Hunke</u> , known to me to the foregoing instrument, and who acknowledged to me that tarily and for the uses and purposes therein mentioned.	
Notary Public	NANCY L. PARENT Notary Public - State of Nevada Appointment Recorded in Washoe County No: 93-0325-2 - Expires October 24, 2013	
STATE OF <u>Mevad</u> a		
COUNTY OF Washer ;	84	
On this 3/stday of May, 2013, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Beth Took , known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that it/he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.		
Ausette Van Der Wall Notary Public	ANNETTE VAN DER WALL Notary Public - State of Nevada Appointment Recorded in Washoe County No: 04-90800-2 - Expires October 17, 2016	

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 25 day of 50nc, 2013, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Washoe Little League, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of the South Valley's Regional Park and Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Concession Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Concession Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF BUILDING

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the South Valley's Regional Concession Building located at the 15650 Wedge Parkway, Reno, Nevada, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

SECTION TWO

TERM OF AGREEMENT

The term of this Agreement shall be for twenty –nine (29) month term commencing retroactively to April 1, 2013, and will expire on September 30, 2015, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein.

SECTION THREE RENTAL

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Concession Building for the term of this Agreement. Lessee shall pay to Lessor a monthly amount of five (5%) of the gross sales revenue, as rent for the use of the facility. The five (5%) percent amount will be paid automatically, without offset or demand directly to Washoe County Community Services Department, Parks Division, within 10 calendar days of the end of the month. To the following address:

Washoe County Parks Division, P.O. Box 11130, Reno, NV 89509

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten (10%) percent annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

None for this agreement.

SECTION FIVE

USE OF BUILDING

A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work.

- B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.
- C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

SECTION SIX

ALTERATIONS AND IMPROVEMENTS

- A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.
- C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.

E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN

LESSOR IMPROVEMENTS

- A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.
- B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

- A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department Parks Division, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.
- B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.
- C. Lessor, though it's Parks Division shall provide morning janitorial services to the restrooms daily, seven days per week, during the days that the Building is in service. Lessee

shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.

- D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.
- E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.
- F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

- A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.
- B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.
- C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN INDEMNIFICATION

- A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.
- B. In the event any legal action is brought against Lessor, its officers, agents, employees or volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorneys fees incurred by Lessor.

SECTION FOURTEEN INSURANCE

- A. Lessor, at its sole cost and expense, shall:
- (1) Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

- (2) Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.
- (3) Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and
 - B. Lessee, at its sole cost and expense, shall:
 - (1) Maintain fire insurance on all contents owned by Lessee located at the Building.
- (2) Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.
- (3) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and
- (4) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.
- (5) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

SECTION FIFTEEN

HAZARDOUS SUBSTANCES

A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building, except in the minimum quantities as are

customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

- B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.
- C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION SIXTEEN QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

SECTION SEVENTEEN NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Washoe Little League, Attn: President, Kristen Seward, P.O. box 18292, Reno, NV 89511 and upon Lessor to: Community Services Department, Parks Division, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION EIGHTEEN COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding of any kind to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

SECTION NINETEEN CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWENTY RULES AND REGULATIONS

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-ONE TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear excepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

SECTION TWENTY-TWO

FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.
- B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants, warranties and agreements by Lessee during the duration of this Agreement, whether or not discovered by or known to Lessor during the Agreement term, Lessor expressly reserves unto itself the right to pursue appropriate legal action against Lessee to correct or cure said breaches or deficiencies.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

	subdivision of the State of Nevada (County)
	By: Sant John
9	David Humke, Chairman
	Board of County Commissioners
	Bould of County Commissioners
	LESSEE: Washoe Little League
	a Nevada non-profit Corporation
	By Muster Scoop
8	Kristen Seward
	Its: President
STATE OF Nevada)	
STATE OF <u>Nevada</u>) COUNTY OF <u>Wash</u>	
On this 25th day of Ju	, 2013, before me a Notary Public in and for the
	ally appeared Dwid Hunke, known to me to
	the foregoing instrument, and who acknowledged to me that
it/he/she executed the same freely and volun	tarily and for the uses and purposes therein mentioned.
January Lange of	
Notary Public	NANCY L. PARENT
	Notary Public - State of Nevada Appointment Recorded in Washoe County
STATE OF NUMBER (No: 93-0325-2 - Expires October 24, 2019
COUNTY OF WORLD	
14h	[N D
On thisday of	, 2013, before me a Notary Public in and for the
County of Washoe, State of Nevada, persona be the person described in and who executed	ally appeared XVIIII , known to me to the foregoing instrument, and who acknowledged to me that
it/he/she executed the same freely and volum	tarily and for the uses and purposes therein mentioned.
MINNO DEMI	
Notary Public	ANNA PCHILITZ
	Notary Public - State of Nevada Associatment Recorded in Washoe County
	No: 06-103685-2 - Expires January 31, 2014

EXHIBIT A

Rules and Regulations of the Building

- 1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.
- 2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type window covering be utilized without prior approval of Lessor.
- 3. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.
- 4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.
- 5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

- 6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the Building by moving or maintaining any such safe or property shall be repaired at expense to Lessoe. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.
- 7. Lessee must observe strict care not to leave the Building exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.
- 8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.
 - 9. The Building leased shall not be used for lodging or sleeping purposes.
- 10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.
- 11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.
- 12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.

BULLEN LAW, LLC 8635 W. Sahara Ave. #454 Las Vegas, NV 89117

Linda M. Bullen 702-279-4040 linda@bullenlaw.com

August 29, 2024

Ms. Trisha Osborne Assistant Commission Secretary Public Utilities Commission of Nevada 1150 East William Street Carson City, Nevada 89701-3109

Re: Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities

Dear Ms. Osborne:

Enclosed for filing please find the Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities.

If you have any questions about this filing, please do not hesitate to contact me at (702) 279-4040.

Best Regards,

/s/ Linda M. Bullen Linda M. Bullen Attorney for San Emidio Solar I, LLC

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

IN THE MATTER OF: 2

Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities

Docket No. 24-

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Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities

INTRODUCTION II.

Pursuant to the Nevada Utility Environmental Protection Act ("UEPA"), and the provisions of Chapter 704 of the Nevada Revised Statues ("NRS") and Chapter 703 of the Nevada Administrative Code ("NAC"), San Emidio Solar I, LLC ("San Emidio") hereby files a Notice with the Public Utilities Commission of Nevada (the "Commission") that it is filing an application with the Bureau of Land Management ("BLM") for the San Emidio Solar I Project, an up to 1,000 megawatt ("MW") photovoltaic solar electric generating facility, with a battery energy storage system, a 500 kilovolt ("kV") generation tie line and ancillary facilities (the "Project").

All correspondence related to this Notice should be sent to:

Linda M. Bullen Bullen Law, LLC 8635 W. Sahara Ave. #454 Las Vegas, Nevada 89117 linda@bullenlaw.com

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The Project falls within the definition of a "utility facility" as set forth in NRS 704.860 because it is a renewable energy project of 70 MW or greater. An environmental review of the Project will be conducted by the BLM pursuant to the National Environmental Policy Act

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("NEPA"), 42 U.S.C § 4321. No later than 30 days after the issuance of the final federal environmental document, Silverside will file the UEPA Application with the Commission pursuant to NRS 704.870(2)(b). Upon submission of the Application, San Emidio will seek approval from the Commission for one or more Permits to Construct ("PTCs") the Project.

II. INFORMATION REQUIRED BY NAC 703.421

The following Notice was prepared pursuant to NRS 704.870.2(a) and NAC 703.421.

1. The name, address and telephone number of the person who will be filing the amended application with the appropriate federal agency (NAC 703.421.1).

Ricardo Graf San Emidio Solar I, LLC 500 North Central Avenue, Suite 600 Glendale, CA 91203 707-363-4155

2. The date on which the application is being filed with the appropriate federal agency (NAC 703.421.2).

The application for the Project is being filed with the BLM contemporaneously with this Notice, on August 29, 2024.

3. A general description of the location of the proposed utility facility (NAC 703.421.3).

The Project will be located on approximately 10,298 acres of BLM-managed land, 65 miles northeast of Reno, 5 miles south of the Gerlach, in Washoe County, Nevada.

4. A general description of the proposed utility facility (NAC 703.421.4).

The Project is an up to 1,000 MW solar photovoltaic power plant with a 1,000 MW battery energy storage system, and an approximately 8.6-mile, 500kV gen-tie line and ancillary facilities on up to 10,298 acres of BLM-managed land.

5. Proof that a copy of the notice has been submitted to the Nevada State Clearinghouse within the Department of Conservation and Natural Resources (NAC 703.421.5).

A copy of this Notice has been submitted to the Regulatory Operations Staff of the Commission, the Nevada Attorney General's Bureau of Consumer Protection, Nevada State

1	Clearinghouse, the Nevada Division of Environmental Protection, and the Washoe County Clerk.
2	See Certificate of Service attached as Exhibit A.
3	6. Proof that a public notice of this application was given to persons residing in the municipalities entitled to receive notice by the publication of a summary of the
45	application in newspapers published and distributed in the area in which the utility facility is proposed to be located (NRS 704.870(4)(B)).
6	A copy of the Draft Notice pursuant to NAC 703.162 for publication by the Commission
7	is attached as Exhibit B.
8	7. Proof of Compliance with the Nevada Department of Wildlife Energy Cost Recovery Fund Program (NRS 701.600-640).
10	NRS 701.610 provides that a person who files an application with the federal government
11	for a lease or easement for a right-of-way for an energy development project or an application with
12	the Commission or any county in the state of Nevada relating to the construction of an energy
13	development project must file a notice of the energy development project with the Nevada
14	Department of Wildlife ("NDOW"). The required notice to NDOW pursuant to NRS 701.610 was
15 16	filed by San Emidio and is attached as Exhibit C.
17	III. CONCLUSION
18	San Emidio will submit its UEPA Application at the conclusion of the federal
19	environmental review process. At that time, San Emidio will request that the Commission issue
20	to it one or more UEPA PTCs for the Project pursuant to NRS 704.870(2)(b).
21	Respectfully submitted August 29, 2024.
22	Linda M. Bullen
23	
24	/s/ Linda M. Bullen Bullen Law, LLC
25 26	Attorney for San Emidio Solar I, LLC

EXHIBIT A

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<u>CERTIFICATE OF SERVICE</u>

I hereby certify that on August 29, 2024, a true and correct copy of the attached Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities was filed via electronic mail on the following:

Staff Counsel Support
Public Utilities Commission of Nevada Off
1150 E. William Street Bur
Carson City, Nevada 89701-3109 100
pucn.sc@puc.nv.gov Car

Public Utilities Commission of Nevada Mr. Sam Crano, Staff Counsel 1150 E. William Street Carson City, Nevada 89701-3109 scrano@puc.nv.gov

Nevada State Clearinghouse Nevada Division of State Lands 901 South Stewart Street, Suite 5003 Carson City, NV 89701-5246 nevadaclearinghouse@lands.nv.gov

Nevada Division of Environmental Protection Ms. Jennifer Carr, Administrator 901 South Stewart Street, Suite 4001 Carson City, Nevada 89701-5249 jcarr@ndep.nv.gov Office of the Attorney General Bureau of Consumer Protection 100 North Carson Street Carson City, Nevada 89701-4717 bcp@ag.nv.gov

Washoe County Clerk Ms. Jan Galassini 1001 E. 9th Street Reno, NV 89512 clerkadmin@washoecounty,gov

NV Dept. of Conservation and Natural Resources Mr. James Settelmeyer, Administrator 901 South Stewart Street Carson City, NV 89701 jsettelmeyer@ndcr.nv.gov

DATED: August 29, 2024

/s/ Linda M. Bullen Bullen Law, LLC

Exhibit B

PUBLIC UTILITIES COMMISSION OF NEVADA DRAFT NOTICE

(Applications, Tariff Filings, Complaints, and Petitions)

Pursuant to Nevada Administrative Code ("NAC") 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints, and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested (see NAC 703.160(4)(a)):

Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by San Emidio Solar I, LLC for a Permit to Construct the San Emidio Solar I Project, an up to 1,000 MW Photovoltaic Solar Electric Generating Facility, with a Battery Energy Storage System, a 500kV Generation Tie Line and Ancillary Facilities

The name of the applicant, complainant, petitioner, or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):

The applicant is San Emidio Solar I, LLC ("San Emidio"). Linda M. Bullen of Bullen Law, LLC is legal counsel for the applicant.

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled **AND** the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)).

San Emidio is filing a Notice with the Public Utilities Commission of Nevada pursuant to the Utility Environmental Protection Act Permit to construct the San Emidio Solar I Project, a 1,000 megawatt ("MW") photovoltaic solar project with a battery energy storage system, a 500 kilovolt ("kV") transmission line and ancillary facilities located on approximately 10,298 acres of BLM-managed land, 65 miles northeast of Reno, 5 miles south of the Gerlach, in Washoe County, Nevada. It is not anticipated that this proceeding will affect consumers.

A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute ("NRS") 704.069(1)¹:

A consumer session is not required.

If the draft notice pertains to a tariff filing, please include the tariff number **AND** the section number(s) or schedule number(s) being revised.

The draft notice does not pertain to a tariff filing.

¹ NRS 704.069 states in pertinent part:

^{1.} The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

⁽a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

⁽b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

Exhibit C



Application for Energy Projects "Fund for the Recovery of Costs"

Nevada Revised Statutes 701.600-640 Nevada Administrative Code 701.800-820

4	Applicant:
Project Name San Emidio Solar I Project	Self
Applicant San Emidio Solar I, LLC	Private Company
Mailing Address 500 North Central Avenue, Suite 600	Government Agency
City Glendale State CA Zip Code 91203	Other
Name of Contact Rafik Albert Phone 714-458-0767 Email	rafik@areviapower.com
Name of Responsible Corp. Officer/Agency Rep. Ricado Graf	Title
Project Type ✓ Solar Wind Geothermal Fossil Fuel Biomass Fuel Pipeline	Davis Transmission Doub
Net Maximum Generation Capacity 1000 MW Estimated Voltage (power	
Proposed Project Size (acres) 10, 322 Proposed Transmission L	
The state of the s	engin (miles) o.o miles
Proposed Length of Fuel Lines/Pipelines (miles)	
Other Infrastructure (e.g., evaporation/holding ponds or tanks, recharge stations; See below.	estimated acres)
Proposed County Location (submit project map and shapefiles)	
Project Description Approximately 1,000 MW photovoltaic solar electric gene	eration facility with
a battery energy storage sytem, 500kV gen-tie line approximately 8.6 miles i	n length,
and all other ancillary facilities typically associated with photovol	taic solar facilities.
The entire facility will encompass approximately 10,322 acres of	BLM-managed land.
Estimated Project Schedule/Timeline 18-24 months construction schedu	le estimated to begin
Applicant Signature	Date 8/28/24

Enclose initial payment made out to Nevada Department of Wildlife.

- Remit \$5,000 for fuel pipelines less than 50 miles in length, power transmission projects greater than 50kV and less than 50 miles in length, or geothermal production projects.
- Remit \$10,000 for fuel pipelines more than 50 miles in length, power transmission projects greater than 50kV and more than 50 miles in length, or solar, wind, fossil fuel or other energy production projects.

Submit project shapefiles (ArcGIS or GoogleEarth are acceptable) to: Jasmine Kleiber at jkleiber@ndow.org

Submit application, payment, and maps to:

Nevada Department of Wildlife Habitat Division – AB307 6980 Sierra Center Parkway, Suite 120 Reno, NV 89511 USA

BULLEN LAW, LLC 8635 W. Sahara Ave. #454 Las Vegas, NV 89117

Linda M. Bullen 702-279-4040 linda@bullenlaw.com

August 5, 2024

Ms. Trisha Osborne Assistant Commission Secretary Public Utilities Commission of Nevada 1150 East William Street Carson City, Nevada 89701-3109

Re: Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by Western Bounty, LLC to Construct a Portion of Segment 2 of the Western Bounty Transmission Line Project, a 500kV to 800kV High Voltage Direct Current Transmission Line and Ancillary Facilities

Dear Ms. Osborne:

Enclosed for filing please find the Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by Western Bounty, LLC to Construct a Portion of Segment 2 of the Western Bounty Transmission Line Project, a 500kV to 800kV High Voltage and Direct Current Transmission Line and Ancillary Facilities.

If you have any questions about this filing, please do not hesitate to contact me at (702) 279-4040.

Best Regards,

/s/ Linda M. Bullen
Linda M. Bullen
Attorney for Western Bounty, LLC

BEFORE THE PUBLIC UTILITES COMMISSION OF NEVADA

IN THE MATTER OF:

Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by Western Bounty, LLC to Construct a Portion of Segment 2 of the Western Bounty Transmission Line Project, a 500kV to 800kV High Voltage Direct Current Transmission Line and Ancillary Facilities

Docket	No	24	
Docket	INO.	<i>2</i> 4-	

NOTICE PURSUANT TO THE UTILITY ENVIRONMENTAL PROTECTION ACT OF AN APPLICATION TO A FEDERAL AGENCY BY WESTERN BOUNTY, LLC TO CONSTRUCT A PORTION OF SEGMENT 2 OF THE WESTERN BOUNTY TRANSMISSION LINE PROJECT, A 500kV TO 800kV HIGH VOLTAGE DIRECT CURRENT TRANSMISSION LINE AND ANCILLARY FACILITIES

I. INTRODUCTION

Pursuant to the Nevada Utility Environmental Protection Act ("UEPA"), Nevada Revised Statutes ("NRS") Sections 704.820 to 704.900 and Sections 703.415 to 703.427 of the Nevada Administrative Code ("NAC"), Western Bounty, LLC ("Western Bounty") hereby files a Notice with the Public Utilities Commission of Nevada (the "Commission") that Western Bounty is filing, contemporaneously with this Notice, an application with a federal agency to allow it to construct a 67-mile portion of Segment 2¹ (the "Project" or "Portion of Segment 2") of the Western Bounty Transmission Line Project ("Western Bounty Project"), a 500 kilovolt ("kV") to 800kV high-voltage direct current ("HVDC") transmission line and ancillary facilities. The Western Bounty Project is a three-segment, approximately 1,229-mile transmission system consisting of a new double-circuit and two new single-circuit overhead transmission lines connecting energy produced near the Western Bounty Project's point of origin in southwestern Nevada to terminals in Southern California, central Oregon, and southwestern Idaho. Segment 2 of the transmission line extends

¹ On May 16, 2023 an Amended Notice was filed in Docket No. 23-05019 which covers the portion of Segment 2 of the Western Bounty Transmission Project that is located on Nevada lands administered by Nevada BLM. This Notice relates to the application for the portions of the Western Bounty Transmission System Project - Segment 2 that are located in Nevada on lands administered by the Bureau of Land Management Northern California District, Applegate Field Office.

1 from the proposed Auriga Converter and Substation in Esmeralda County to the Nevada-Oregon 2 border. The portion of Segment 2 that is the subject of this Notice is a 67-mile portion of Segment 3 2 in the northwest corner of Washoe County, Nevada. 4 All correspondence related to this Notice should be sent to counsel for Western Bounty: 5 Linda M. Bullen Bullen Law, LLC 6 8635 W. Sahara Ave. #454 Las Vegas, Nevada 89117 7 linda@bullenlaw.com 702-279-4040 8 9 The Project falls within the definition of a "utility facility" pursuant to NRS 704.860.2 10 because it is a transmission line of 200 kV or greater. The Project will be located on a combination 11 of public land administered by multiple federal agencies and private land. Because the majority of 12 the Project on federally-owned land is located on federal land administered by the Bureau of Land 13 Management ("BLM"), the BLM will take the lead in the required environmental analysis of the 14 Project pursuant to the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321. 15 Accordingly, this Notice is being filed pursuant to NRS 704.870(2)(a) and NAC 703.421. The 16 portion of the Project on private land will be evaluated separately and will be the subject of an 17 Environmental Statement prepared by an environmental professional. No later than 30 days after 18 the issuance of the final federal environmental document evaluating the portion of the Project on 19 federal land, Western Bounty will file a UEPA Application with the Commission pursuant to NRS 20 704.870(2)(b). Upon submission of the Application and supporting documents, Western Bounty 21 will seek one or more Permits to Construct ("PTCs") the Project from the Commission. 22 II. **INFORMATION REQUIRED** 23 1. The name, address and telephone number of the person who is filing the application with the appropriate federal agency (NAC 703.421.1). 24 25

Ricky Davis Western Bounty, LLC 1360 Post Oak Blvd, #400 Houston, TX 77056 415-238-2065

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2. The date on which the application was filed with the appropriate federal agency (NAC 703.421.2).

The SF 299 for the Project is being filed contemporaneously with this Notice, on August 5, 2024.

3. A general description of the location of the proposed utility facility (NAC 703.421.3).

The Portion of Segment 2 that is the subject of this Notice is located in the northwestern corner of Washoe County within the jurisdiction of the Applegate Field Office of the BLM.

4. A general description of the proposed utility facility (NAC 703.421.4).

The Project is a 500kV-800kV HVDC transmission line and ancillary facilities approximately 250 feet in width and 67 miles in length.

5. Proof that a copy of the notice has been submitted to the Nevada State Clearinghouse within the Department of Conservation and Natural Resources (NAC 703.421.5).

A copy of this Notice has been submitted to the Regulatory Operations Staff of the Commission, the Nevada Attorney General's Bureau of Consumer Protection, Nevada State Clearinghouse, the Nevada Department of Conservation and Natural Resources - Division of Environmental Protection, the Washoe County Clerk and others. *See* Certificate of Service attached to this Notice as Exhibit A.

6. **Draft Notice (NAC 703.1620).**

A copy of the draft notice pursuant to NAC 703.162 is attached as Exhibit B.

7. Proof of Compliance with the Nevada Department of Wildlife Energy Cost Recovery Fund Program (NRS 701.600-640).

Pursuant to NRS 701.610, a person who files an application with the Federal Government for a lease or easement for a right-of-way for an energy development project or an application with the Public Utilities Commission of Nevada or any county in this State relating to the construction of an energy development project shall, concurrently with the filing of the application, file a notice of the energy development project with the Nevada Department of Wildlife ("NDOW"). The NDOW Application for Energy Projects Fund for the Recovery of Costs for the Project was filed

in May 2023, and a copy is attached as Exhibit C. III. **CONCLUSION** Western Bounty will submit a UEPA Application for the Project at the conclusion of the federal environmental review process. At that time, it will request that the Commission issue to it one or more UEPA Permits to Construct the Project pursuant to NRS 704.870(2)(b) and NAC 703.423. Respectfully submitted on August 5, 2024. Linda M. Bullen /s/ Linda M. Bullen Bullen Law, LLC Attorney for Western Bounty, LLC

1 **EXHIBIT A** 2 **CERTIFICATE OF SERVICE** 3 It is hereby certified that on August 5, 2024, a true and correct copy of the attached Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal 4 Agency by Western Bounty, LLC to Construct a Portion of Segment 2 of the Western Bounty Transmission Project, a 500kV to 800kV High Voltage Direct Current 5 Transmission Line and Ancillary Facilities was served via electronic mail on the following: 6 Staff Counsel Support Office of the Attorney General Public Utilities Commission of Nevada **Bureau of Consumer Protection** 7 1150 E. William Street 100 North Carson Street 8 Carson City, Nevada 89701-4717 Carson City, Nevada 89701-3109 pucn.sc@pucn.nv.gov bcp@ag.nv.gov 9 Public Utilities Commission of Nevada Nevada Division of Environmental 10 Mr. Don Lomoljo, Staff Counsel Protection 1150 E. William Street Ms. Jennifer Carr, Administrator 11 Carson City, Nevada 89701-3109 901 South Stewart Street 12 dlomoljo@puc.nv.gov Carson City, Nevada 89701-5249 icarr@ndep.nv.gov 13 State Clearinghouse Division of State Lands Washoe County Clerk 14 901 South Stewart Street, Suite 5003 Ms. Jan Galassini Carson City, NV 89701-5246 1001 E. 9th Street 15 nevadaclearinghouse@lands.nv.gov Reno, NV 89512 16 igalassini@washoecounty.gov Nevada Department of Conservation 17 & Natural Resources Mr. James Settelmeyer, Administrator 18 901 South Stewart Street /s/ Linda M. Bullen Carson City, Nevada 8970-5249 Bullen Law, LLC 19 jsettelmeyer@ndcr.nv.gov 20 21 Dated August 5, 2024 22 23 24 25 26 27

Exhibit B

PUBLIC UTILITIES COMMISSION OF NEVADA DRAFT NOTICE

(Applications, Tariff Filings, Complaints, and Petitions)

Pursuant to Nevada Administrative Code ("NAC") 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints, and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested (see NAC 703.160(4)(a)):

Notice Pursuant to the Utility Environmental Protection Act of an Application to a Federal Agency by Western Bounty, LLC to Construct a Portion of Segment 2 of the Western Bounty Transmission Line Project, a 500kV to 800kV Bidirectional High Voltage Direct Current Transmission Line and Ancillary Facilities

The name of the applicant, complainant, petitioner, or the name of the agent for the applicant, complainant or petitioner (*see* NAC 703.160(4)(b)):

The applicant is Western Bounty, LLC ("Western Bounty"). Linda M. Bullen of Bullen Law, LLC is legal counsel for the applicant.

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled <u>AND</u> the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)).

Western Bounty is filing a Notice of an Application to a Federal Agency with the Public Utilities Commission of Nevada (the "Commission") for an application with the Bureau of Land Management ("BLM") to construct a 500 kilovolt ("kV") to 800kV bidirectional high voltage direct current transmission line in the northwest corner of Washoe, County, Nevada. It is not anticipated that the proceeding will have an effect on consumers.

A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute ("NRS") 704.069(1)¹:

A consumer session is not required.

If the draft notice pertains to a tariff filing, please include the tariff number **AND** the section number(s) or schedule number(s) being revised.

The draft notice does not pertain to a tariff filing.

¹ NRS 704.069 states in pertinent part:

^{1.} The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

⁽a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

⁽b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

Exhibit C



Application for Energy Projects "Fund for the Recovery of Costs"

Nevada Revised Statutes 701.600-640 Nevada Administrative Code 701.800-820

V	Applicant.
Project Name Segment 2 Western Bounty Transmiss	sion Line Self
Applicant Western Bounty, LLC	✓ Private Company
Mailing Address 270 West Kagy Boulevard, Suite	E Government Agency
City Bozeman State MT	
Name of Contact Kirsten Eliassen Pho	one 623-203-5714 Email kirsten@gallatinpower.com
Name of Responsible Corp. Officer/Agency Rep. Adam	
Net Maximum Generation CapacityMW Proposed Project Size (acres) Proposed Length of Fuel Lines/Pipelines (miles) Other Infrastructure (e.g., evaporation/holding ponds or Roadways and other ancillary facilities Proposed County Location (submit project map and sha	Proposed Transmission Length (miles) 330 miles
line approximately 330 miles in length extending betw	
	der, approximately 28 miles north of Vya, Nevada.
Estimated Project Schedule/Timeline The Project is exp will commence at the conclusion of the environment	pected to take 60 months to construct and construction tal and permitting processes.
Applicant Signature	Date <u>5/16/23</u>

Enclose initial payment made out to Nevada Department of Wildlife.

- Remit \$5,000 for fuel pipelines less than 50 miles in length, power transmission projects greater than 50kV and less than 50 miles in length, or geothermal production projects.
- Remit \$10,000 for fuel pipelines more than 50 miles in length, power transmission projects greater than 50kV and more than 50 miles in length, or solar, wind, fossil fuel or other energy production projects.

Submit project shapefiles (ArcGIS or GoogleEarth are acceptable) to: Jasmine Kleiber at jkleiber@ndow.org

Submit application, payment, and maps to:

Nevada Department of Wildlife Habitat Division – AB307 6980 Sierra Center Parkway, Suite 120 Reno, NV 89511 USA



WASHOE COUNTY

"To Protect and To Serve"



3025 LONGLEY LANE POST OFFICE BOX 11130 RENO, NEVADA 68520 PHONE: (702) 328-2100 FAX: (702) 328-2104

GENERAL SERVICES DEPARTMENT

FAX COVER SHEET

Date:	12-15-91
To:	Jim Gale
From:	Bud Fryir
Subj:	Purchase of house at 829 Morrill Ave
Number	r of Pages:

Escrow # 97068162 189-4112



WASHOE COUNTY

"To Protect and To Serve"



3025 LONGLEY LANE POST OFFICE BOX 11130 RENO, NEVADA 89520 PHONE: (702) 328-2100 FAX: (702) 328-2104

GENERAL SERVICES DEPARTMENT

November 18, 1997

TO:

John MacIntyre

FROM:

Bud Fujii

SUBJECT:

Agenda Item: Purchase of Property at 829 Morrill Avenue

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the purchase of the house and property located at 829 Morrill Avenue, Parcel Number 008-161-15, Reno, Nevada from the owner, Mr. Scott M. Patton, for the amount of \$70,713.00.

Monies are budgeted in fund 092 - 920242 - 7103 in the amount of \$500,000 for property acquisitions.

The District Attorney, Finance and Risk Management Divisions have reviewed and are in agreement with this recommendation.

BACKGROUND:

Part of Washoe County's Strategic Plan has identified the need to obtain property located to the South of the County's Administrative Complex at 1001 E. Ninth Street. In order to effect this goal, the Capital Improvement Program has property acquisition budgeted and approved by the Board. The County **DOES NOT** solicit any property owner about the possibility of selling his or her property to the County, but only reacts to a contact or an offer from the property owner.

The County has purchased four parcels in this area through this owner initiated process and other owners in this area have contacted the County to ask questions about the County's interest or process for purchasing the property.

Mr. Scott M. Patton, the owner, contacted Bud Fujii, the General Services Director, and indicated that he wanted to sell his property at 829 Morrill Avenue and that he would give the County the first right of refusal. The County engaged Alves Appraisal Associates to perform the property appraisal, which is required before the County can make an offer to buy property. The property was appraised at \$72,900. Since no Realtor fees were involved, Mr. Patton agreed to split the cost of this fee and the final selling price of \$70,713.00 was reached. Mr. Patton knows that he still has escrow and closing costs to pay out of the sale amount. (Signed agreement attached)

John MacIntyre Purchase of Property - 829 Morrill Ave. November 20, 1997 Page -2-

ALTERNATIVES:

N/A

FISCAL IMPACT:

Fund 092 - 920242 - 7103, Space Study/Master Plans and Land Acquisition for Expansion, will be reduced by \$70,713.00.

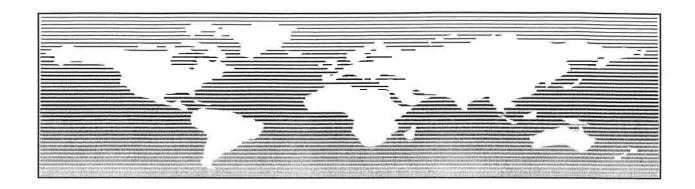
Director

BF/ct

cc Jean Ely

Darrell Craig

Bob Hall



FAX COVER SHEET

WASHOE COUNTY PUBLIC WORKS ENGINEERING DIVISION 1001 E. NINTH ST., PO BOX 11130 RENO, NEVADA 89520 PHONE (702) 328-2041 FAX (702) 328-3699 DATE: 12/15/97

NO. OF PAGES INCLUDING COVER SHEET: 2

TO: Kimberlee	
PHONE:	ž.
FAX PHONE:	
CC:	

FROM:	Vin Gale
PHONE	: 328-2051
FAX PH	ONE:

REMARKS: URGENT	FOR YOUR REVIEW	□ ASAP	PLEASE COMMENT
Æ			



WASHOE COUNTY

"To Protect and To Serve"



3025 LONGLEY LANE
POST OFFICE BOX 11130
RENO, NEVADA 89520
PHONE: {702} 328-2100
FAX: {702} 328-2104

GENERAL SERVICES DEPARTMENT

November 19, 1997

Mr. Scott Patton P. O. Box 6107 Sparks, Nevada 89432

Dear Mr. Patton:

This letter is in response to your October 21, 1997, letter indicating your interest in selling the house and property located at 829 Morrill Avenue in Reno to Washoe County. The County had the property appraised by Alves Appraisal Associates, a copy of which was given to you, and is offering to purchase the property for the amount of \$70,713.00.

The County has paid for the appraisal cost. You will be responsible for paying your share of the closing and escrow costs, which will be deducted from the purchase price by the title company.

This purchase of the property must still be approved by the Board of County Commissioners at one of their regularly scheduled meetings. I will try to get on the November 25, 1997 agenda, but failing that it will be on the December 9, 1997 agenda.

If you are in agreement with the purchase price and the terms, please sign below and return to me at P.O. Box 11130, Reno, Nevada 89520.

Sincerely,

Bud Fujii

Director

BF/ct

I, Scott M. Patton, agree to the terms and the offered price of \$70,713.00:

Scott M. Patton

Date

CLERK OF THE COURT

MONTHLY FINANCIAL STATEMENT

STATE OF NEVADA, COUNTY OF WASHOE

Month Ending August 31, 2024

Alicia L. Lerud, Clerk of the Court, in compliance with NRS 19.090,and being first duly sworn, and under penalty of perjury, deposes and says that the following is a full and correct statement of all fees, percentages or compensation received in my official capacity during the preceding month:

Clerk of the Court	Law Library Fund	\$ 6,660.00
	Additional Divorce Filing Fee	\$ 125.00
	*County General Fund	\$ 116,538.00
	eFile Fee (General Fund)	\$ 15,900.00
	State Civil Fee	\$ 21,099.00
	Legal Aid Filing Fee	\$ 25,452.00
	TOTAL	\$185,774.00

District Court Administrator/Clerk of Court

^{*} Included in County General Fund are the following fees: balance of civil action, certified copies of all miscellaneous.

CASH REGISTER
READOUT

T.R. Rec.No.
(Doc. No)

UNIT ID.
Date:

CLERK - JUDICIAL September 3, 2024

FOR AUDIT AND CONTROL PURPOSES PLEASE INDICATE THE REASON FOR THIS COLLECTION. (Attach any additional document if this would help to clarify the collection.)

DISTRICT COURT FEES COLLECTED FOR Aug 2024

ACCOUNTS TO BE CREDITED				Ī			
		ACCOUNTING CODE NUMBERS		AMOUNT			
CR/GF/OP	ACCOUNT DESCRIPTION	ORDER	COST CENTER	ACCOUNT			
OP	Legal Aid (Washoe Legal Services) (01)		990023	441007	13,220.00	legalaid	\$ 25,452
OP	Legal Aid (Elderly Indigent) Sr. Center (02)		250411	460720	4,567,00		
OP.	State Civil (03)		990019	441022	13,984.00	state civil	\$ 21,099
GF	Law Library (04)		123100	460222	6,660.00	law library	6,660
GF	Clerk Fees (05.6,7)		120101	460210	28.632.50	general	\$ 132,438
CR	DC Technology SB106 (06)	20038	120105	460210	664.00		
OP	Legal Aid (Washoe Legal Services) (08)		990023	441078	7,665.00		
GF	Additional Divorce Answer Fee (09)		120231	460220		add'l div	\$ 1度3
GF	Mediation (10)		120331	471205	2,820.00		
OP	Neighborhood Justice Center (10J)		270710	460225	2,820,00		
GF	Arbitration (11)		120111	471215		TOTAL:	\$ 185,774
OP.	Displaced Homemakers (12)		990019	441021	4,380.00		
GF	Divorce Training (13)		120231	460223	745.00		
GF	Family Mediation Fee (14)		120331	471210	300.00		
GF	CD Recording/Record on CD (15,17)		120311	485300	575.00		
OP	Vital Statistics (State of NV) (18)		990019	441004	1,490,00		
OP	State of NV (OAC / Tech) (19)		990019	441020	830.00		
OP	State of NV (OAC / Judges) (20)		990019	441019	415.00		
CR	Court Expansion Fees AB65 (21)	20326		460211	67.910.00		
CR	Court Security Fees AB65 (22)	20335		460213	11.280.00		
CR	Mtn to Modify Div SB388	20408		460214	462,00		
GR/	Opp Mtn to Mod Div SB388	20409		460215	328,00		
GF	eFile Subscription		120106	460212	15.900.00		
GF	Attorney ID Badge Fee		120101	485320			
GF	Attorney ID Badge Fee PW		160100	485100			
GF	Law Library Fine/Fee		123100	485100			
OP	Foreclosure Mediation State (34)		990019	460121			
GF	Foreclosure Mediator (35)	20444		460220			
GF	Over/Short (Filing Office)		120231	711300	1,50		

Prepared By: Valerie Moser

ACCEPTED BY: Justin Taylor
Washoe County Treasurer