

Assessor's Parcel Number: 1023-00-002-001

Recording Requested By:

Name: DOUG SONNEMANN

Address: 1616 8TH STREET

City/State/Zip MINDEN, NV 89423

Real Property Transfer Tax:

Doc Number: **0844555**

06/16/2014 11:54 AM

OFFICIAL RECORDS

Requested By:  
DC/ASSESSOR

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 13 Fee: \$ 0.00

Bk: 0614 Pg: 3506



Deputy: ar

\$ \_\_\_\_\_

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AGRICULTURAL USE ASSESSMENT APPLICATION

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(Title of Document)

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 legibly hand printed.*

APN (Assessor's Parcel Number):

1023-00-002-001

Return this application to:  
Douglas County Assessor  
1616 8<sup>th</sup> St  
P O Box 218  
Minden, NV 89423

RECEIVED

MAY 30 2014

ASSESSOR'S OFFICE  
DOUGLAS COUNTY

This space for Recorder's Use Only

**Agricultural Use Assessment Application**

*Return this application to the County Assessor's Office at the address shown above no later than June 1<sup>st</sup>. If this application is approved, it will be recorded and become a public record.*

**IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY TO THIS APPLICATION.**

1.) Please type in the following information for each owner of record or his representative. Attach additional sheets if necessary:

Owner: West Walker Partners, LLC  
Address: 2480 Precision Drive  
City/State/Zip: Minden, NV, 89423

Representative: Dominique M. Etchegoyhen  
Address: P.O. Box 398  
City/State/Zip: Minden, NV, 89423

2.) Describe all the uses of the land for which you are requesting an agricultural designation, such as agricultural, residential, commercial, or industrial use (For instance, if you farm and live on this parcel, the use would be both agricultural and residential). In addition, please describe the agricultural operation. (For instance, raising crops, livestock, poultry, fur-bearing animals, bees, aquatic agriculture, hydroponic gardens.)

Vacant Agricultural. The property is leased for agricultural purposes to a nearby agricultural operator. The agricultural operation consists of the feeding, breeding, management, and sale of livestock, i.e., cattle. The majority of the property is used for rangeland grazing. A portion is used for riparian grazing.

3.) What is the size of the land devoted to agricultural use? 600.98 acres

4.) Is this parcel contiguous to other lands controlled by the owner and designated as agricultural? Yes \_\_\_\_\_ No X, but it is near other agricultural lands controlled by the lessee.

5.) What is the date the property was originally placed in service by the owners listed above for agricultural purposes? Since the date the property was acquired, December 18, 2013.

6.) Was this property previously assessed as agricultural? No. If yes, when was it assessed as agricultural? Although the property does not appear to have been previously assessed as agricultural, to the Owner's best knowledge, it has always been used for agricultural purposes, and has been leased to an agricultural operator for the last number of years.

7.) Was the gross income from agricultural use of the land during the preceding calendar year \$5,000 or more? Yes X No \_\_\_\_\_

8.) Please attach a statement of revenues and expenses related to the agricultural use of the land and include a copy of IRS Form F. Additional documentation may be requested by the county assessor.

The undersigned hereby certify the foregoing information submitted is true, accurate and complete to the best of (my) (our) knowledge. (I) (We) understand if this application is approved, this property may be subject to liens for undetermined amounts. (I) (We) understand that if any portion of this land is converted to a higher use, it is our responsibility to notify the assessor in writing within 30 days of the conversion.

EACH OWNER OF RECORD OR HIS AUTHORIZED REPRESENTATIVE MUST SIGN BELOW. IF SIGNED BY A REPRESENTATIVE, THE REPRESENTATIVE MUST INDICATE FOR WHOM HE IS SIGNING, HIS CAPACITY, AND UNDER WHAT AUTHORITY. PLEASE TYPE THE NAME UNDER EACH SIGNATURE.

*[Signature]*  
Signature of Applicant or Agent

Representative, West Walker Partners, LLC  
Capacity (Owner, Representative, or Lessee)

Dominique M. Etchegoyhen  
Type or Print Name

Power of Attorney May 30, 2014  
Authority (i.e. Power of Attorney) Date

P.O. Box 398, Minden, NV, 89423  
Address/City/State/Zip

775-338-9840 775-453-9322  
Phone Number FAX Number

| FOR USE BY THE COUNTY ASSESSOR OR DEPARTMENT OF TAXATION   |                          |                        |
|--|--------------------------|------------------------|
| <input checked="" type="checkbox"/> Application Received   | <u>5/30/14</u><br>Date   | <u>DS</u><br>Initial   |
| <input checked="" type="checkbox"/> Property Inspected   | <u>6/3/14</u><br>Date    | <u>DS</u><br>Initial   |
| <input checked="" type="checkbox"/> Income Records Inspected:  | <u>6/3/14</u><br>Date    | <u>DS</u><br>Initial   |
| <input checked="" type="checkbox"/> Written Notice of Approval or Denial Sent to Applicant                       | <u>6/12/14</u><br>Date   | <u>DS</u><br>Initial   |
| <input type="checkbox"/> Application forwarded to Department of Taxation   | _____<br>Date            | _____<br>Initial       |
| <input type="checkbox"/> Department of Taxation returned application   | _____<br>Date            | _____<br>Initial       |
| Reasons for Approval or Denial and Other Pertinent Comments:<br><u>Leased to qualified operator for grazing.</u> |                          |                        |
| <u><i>[Signature]</i></u><br>Signature of Official Processing Application  | <u>Assessor</u><br>Title | <u>6/12/14</u><br>Date |

David W. Park  
Park Livestock Co.  
P.O. Box 1287  
Minden, NV 89423  
[david@parklivestock.com](mailto:david@parklivestock.com)  
775-690-2161 (cell)

May 29, 2014

Mr. Doug Sonneman, Assessor  
Douglas County  
P O Box 218  
Minden, NV 89423

RE: West Walker Partners, LLC, Agricultural Use Assessment Application

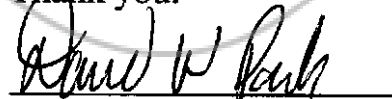
Dear Doug:

West Walker Partners, LLC, will be filing an Agricultural Use Assessment Application for approximately 600 acres in Douglas County, APN 1023-00-002-001. As I believe you know, Park Livestock Co. currently leases the West Walker Partners property for agricultural purposes. It is my understanding that you have requested that I describe the acreage and my agricultural use of this property.

The property is approximately 600 acres. I use it entirely for grazing. The majority of property is rangeland grazing. A small portion, however, is riparian grazing along the river. Also, I temporarily transfer the water rights from this property to another nearby property that I lease. As you know, I own and operate nearby holdings in the Antelope Valley. I also lease a number of other nearby properties for agricultural purposes, including properties owned by CCT Founders, LLC, and JRTJ, LLC.

I hope this answers your questions. Please do not hesitate to contact me should you need anything else.

Thank you.



David W. Park

AGRICULTURAL LEASE

THIS LEASE (this "Lease") is made effective April 10, 2014 (the "Effective Date") by and between West Walker Partners, LLC, a Nevada limited liability company ("Landlord"), and Park Livestock Co., a Nevada domestic corporation ("Tenant"), and is made with reference to the following facts:

RECITALS

Landlord is the owner of that certain real property in Douglas County, Nevada, consisting of approximately 600.980 acres, consisting of all that certain real property being a part of Sections 18, 19, and 20 of Township 10 North, Range 23 East, M.D.B.&M., County of Douglas, State of Nevada, being more particularly described as follows: Section 18: Southeast Quarter (SE1/4); Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4). Section 19: Northeast Quarter (NE1/4); and East Half (E1/2) of the Northwest Quarter (NW1/4). Section 20: Northwest Quarter (NW1/4). The property is recognized as Douglas County Assessor Parcel Number 1023-00-002-001, which is shown on the maps attached as Exhibit "A" hereto (such real property, together with all improvements thereto, being referred to herein as the "Property"); and

Tenant desires to lease the Property for agricultural purposes including farming and cattle grazing.

Landlord desires to retain all other uses of the Property, including recreational uses and fishing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Lease of the Property. Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord, for the lease term and subject to the provisions provided for in this Lease.
2. Use of the Property.
  - a. Landlord. Landlord shall have the right to use the Property for recreational purposes, including fishing.
  - b. Tenant. Tenant shall have the right to use the Property for the purpose of farming, cattle grazing, and other agricultural uses.
3. Term of this Lease. The term of this Lease is one year, and shall commence on the Effective Date and shall continue thereafter to the first (1<sup>st</sup>) anniversary of the Effective Date.
4. Rent. Tenant shall be required to pay rent to Landlord in the amount of \$5,000 for the Term of this Lease.

5. Profits from the Property.

- a. Landlord. During the term of this Lease, Landlord shall have the right to any and all profits or income received by Landlord from the recreational uses of the Property.
- b. Tenant. During the term of this Lease, Tenant shall have the right to any and all profits or income received by Tenant from the agricultural uses of the Property, including, among other uses, pasturage, and the sale of hay, alfalfa or other crops grown on the Property by Tenant.

6. Operating Costs. Tenant will use its own equipment, tools, supplies and other personal property in using the Property pursuant to this Lease, and Tenant will be responsible for all costs incurred by Tenant in connection therewith, including, and without limitation, the cost of labor, supplies, fuel, utilities, and water.

7. Maintenance; Repair.

- a. Landlord. During the term of this Lease, Landlord shall not be responsible for any costs incurred by Tenant for extraordinary repairs or capital improvements to the Property, except to the extent Landlord expressly agrees in writing to be responsible for such costs, which agreement may be withheld by Landlord in Landlord's sole and absolute discretion.
- b. Tenant. During the term of the Lease, Tenant, at its expense, shall manage the Property and maintain the Property and improvements thereto in good condition, including maintaining the well, well pump or other equipment necessary to keep the Water Rights in good standing. Tenant shall not be responsible for any extraordinary repairs or capital improvements to the Property beyond regular maintenance.

8. No Agency. Tenant shall have no authority to act on behalf of Landlord as agent or any other capacity.

9. No Authority to Incur Costs for Landlord. Tenant shall have no authority to incur any cost or expense on behalf of Landlord, except to the extent Landlord expressly agrees in writing to be responsible for such costs, which agreement may be withheld by Landlord in Landlord's sole and absolute discretion.

10. Reciprocal Indemnification.

- a. Landlord. Landlord shall indemnify Tenant, hold Tenant harmless and defend Tenant from and against any liability to any person or Property caused by Landlord or its agents, contractors, subcontractors, or guests on any portion of the Property.
- b. Tenant. Tenant shall indemnify Landlord, hold Landlord harmless and defend Landlord from and against any liability to any person or Property caused by

Tenant or its agents, contractors, subcontractors, or guests on any portion of the Property.

11. **Water Rights.** Landlord owns the underground water rights (the "Water Rights") under Permit No. 13013 – Certificate No. 4928 (the "Permit"), issued by and on file in the office of the State Engineer, Division of Water Resources, Department of Conservation and Natural Resources, State of Nevada, consisting of 1.65 cfs, not to exceed 74.78 acre-feet seasonally, appropriated for irrigation of a portion of the Property, all as more particularly described in the Permit. The Water Rights are appurtenant to and benefit such portion of the Property. During the term of this Lease, Tenant shall put the Water Rights to beneficial use. Tenant shall pump the full duty of the Water Rights permitted under the Permit, or put such water to beneficial use for the purposes permitted by the Permit and otherwise take such actions as necessary to keep all of the Water Rights in good standing under the terms and conditions of the Permit.
12. **Trespassers.**
  - a. **Landlord.** During the term of this Lease, Landlord shall make best efforts to prevent trespassers from trespassing on the Property.
  - b. **Tenant.** During the term of this Lease, Tenant shall make best efforts to prevent trespassers from trespassing on the Property.
13. **Mechanic's Liens.** Tenant will hold Landlord and the Property harmless from and against any mechanics lien or material man's lien for any labor or materials supplied to any of the Property for Tenant.
14. **Compliance with Law.** Tenant shall not use the Property in any way that will conflict with any law, statute, ordinance, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.
15. **Insurance.** Tenant shall maintain, at its cost, in full force during the term of this Lease a policy or policies of public liability and Property damage insurance and personal injury liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Property.
16. **Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant: (a) the abandonment or vacation of the Property by Tenant; or (b) a failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant. In the event of any such default by Tenant, then in addition to any other remedies available too Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate.
17. **Notices.** All notices or other communications shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested,

or sent by electronic facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

To Landlord: James S. Taylor  
West Walker Partners, LLC  
P.O. Box 41  
Glenbrook, NV 89413

To Tenant: David W. Park  
Park Livestock Co.  
P.O. Box 1287  
Minden, NV 89423

Notice of change of address shall be given by written notice in the manner described in this Paragraph.

18. Damage or Destruction. Landlord shall not have any obligation to repair the Property or any improvements thereto if the Property is damaged or destroyed.
19. Condemnation. No award for any partial or total taking shall be apportioned, it being agreed and understood that Landlord shall be entitled to the entire award for any partial or total taking. Tenant assigns to Landlord its interest in any award that may be made in such taking or condemnation, together with any and all rights of Tenant arising in or to the same or any part thereof. Nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award made to Tenant for the taking of Tenant's personal property, for the interruption of Tenant's business, or its moving costs, or for the loss of its goodwill.
20. Miscellaneous.
  - a. Assignment and Subletting. Tenant shall not have the right to assign, transfer, sublet, or permit occupancy by another person to all or any part of the Property or Water Rights under this Lease, except to an entity owned by David W. Park and approved by the Landlord in its sole and absolute discretion.
  - b. Professional Fees. In the event of the bringing of any action or suit by a party hereto against the other party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Lease, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and any other professional fees resulting therefrom.
  - c. Entire Agreement. This Lease is the final expression of, and contains the entire



agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, supplemented, superseded, canceled or terminated, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

- d. Governing Law. The parties hereto acknowledge that this Lease has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.
- e. Binding Agreement. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- f. No Third Party Beneficiaries. Nothing in this Lease shall be deemed to create any right to any creditor or other person not a party hereto (other than the successors and assigns of a party hereto), and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any other party except as aforesaid.
- g. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

***SIGNATURES FOLLOW ON THE NEXT PAGE***

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the Effective Date.

Landlord:

WEST WALKER PARTNERS, LLC.  
a Nevada limited liability company

By: The James S. and Denise G. Taylor Family Trust  
Its: Manager

By: \_\_\_\_\_  
James S. Taylor  
Its: Trustee

Tenant:

PARK LIVESTOCK CO.  
a Nevada domestic corporation

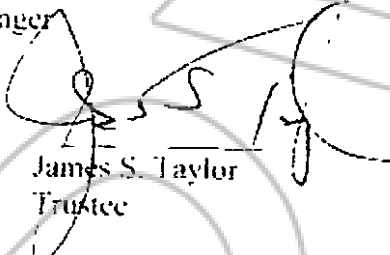
By: David W. Park  
David W. Park  
Its: President

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the Effective Date.

Landlord:

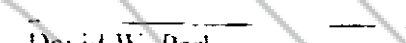
WEST WALKER PARTNERS, L.L.C.  
a Nevada limited liability company

By: The James S. and Denise G. Taylor Family Trust  
Its: Manager

By:   
James S. Taylor  
Its: Trustee

Tenant:

PARK LIVESTOCK CO.  
a Nevada domestic corporation

By:   
David W. Park  
Its: President

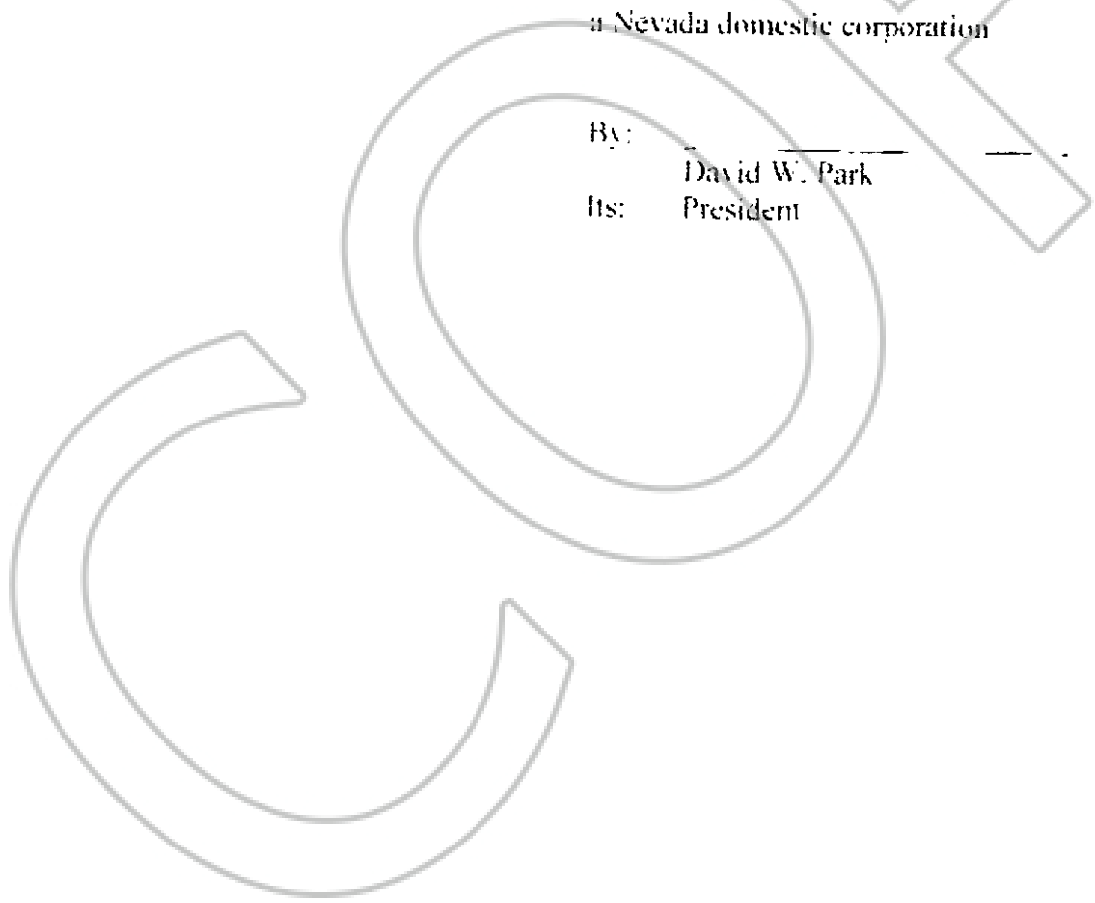



EXHIBIT "A"  
 Property Maps  
 APN 1023-00-001

**1023-00-001**



MASTIC  
 3414 1/2 St  
 Suite 100  
 Las Vegas, NV 89102

**T10N R23E N 2 TWP**

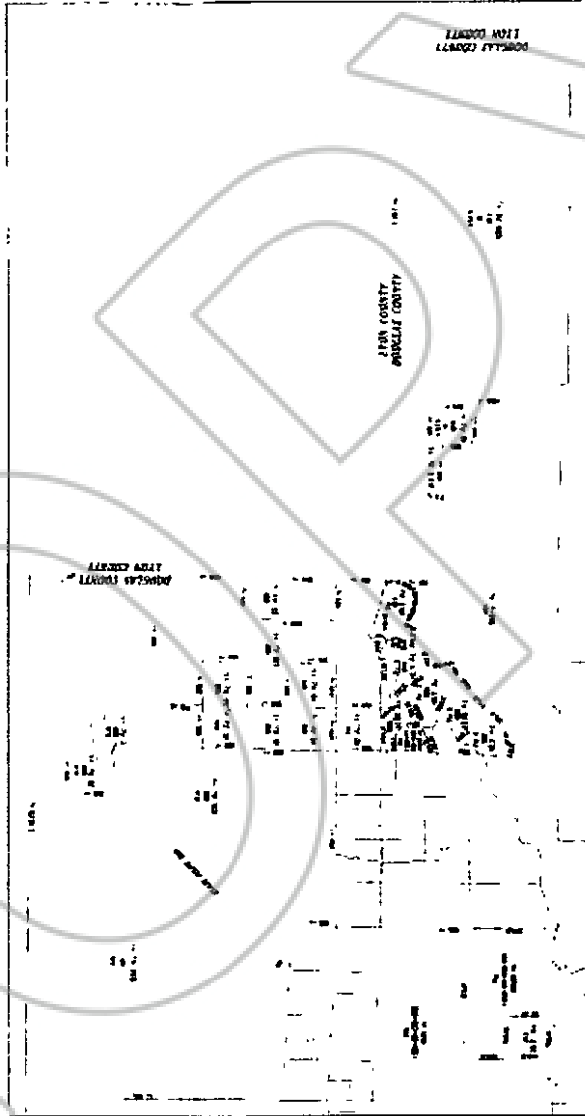
|    |    |    |    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |

|                     |      |
|---------------------|------|
| Parcel Number       | 110  |
| Parcel Section      | 10   |
| Parcel Acres        | 1.00 |
| Parcel Block Number | 10   |
| Parcel Lot Number   | 10   |
| Parcel Address      |      |

Parcel Boundaries:  
 Sublot Boundary  
 Easements - See Municipal Ordinances  
 Trust Boundary  
 Township/Range/Section  
 Open Space/Convey/Leas  
 Missing Area

**Map Legend**

Douglas County, Nevada  
 James H. Hite  
 County Clerk




NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and taxation purposes only. It does not represent any of the property. No liability is assumed as to the accuracy or correctness of the data depicted thereon.

EXHIBIT "A"  
 Property Maps  
 APN 1023-00-002-001

**Douglas County, Nevada**


Member's Permit  
 Single User Edition

**1023-00-002**



Member's Permit  
 Single User Edition

**T10N R23E**



**S 2 TWP**

|    |    |    |    |    |    |
|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |

| Parcel Number | Parcel Size (Acres) | Parcel Acreage | Parcel Block Number | Parcel Lot Number | Parcel Address |
|---------------|---------------------|----------------|---------------------|-------------------|----------------|
| 110           | 1.10                | 1.10           | 1                   | 1                 |                |

Parcel Boundary: Solid Boundary  
 Township - See Recorded Documents  
 Town Boundary: Dashed  
 Township/Range/Section: T10N R23E S2  
 Open Space/Conveyance: ESEA  
 Highway AVE: Highway Ave

**Map Legend**



NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and taxation purposes only. It does not represent warranty of the accuracy of the data or liability in reliance on its truthfulness or accuracy. It does not represent warranty of the data presented thereon.