

Recorder's Office Cover Sheet

Recording Requested By:

Name: Marcia Johnson

Department: County Manager



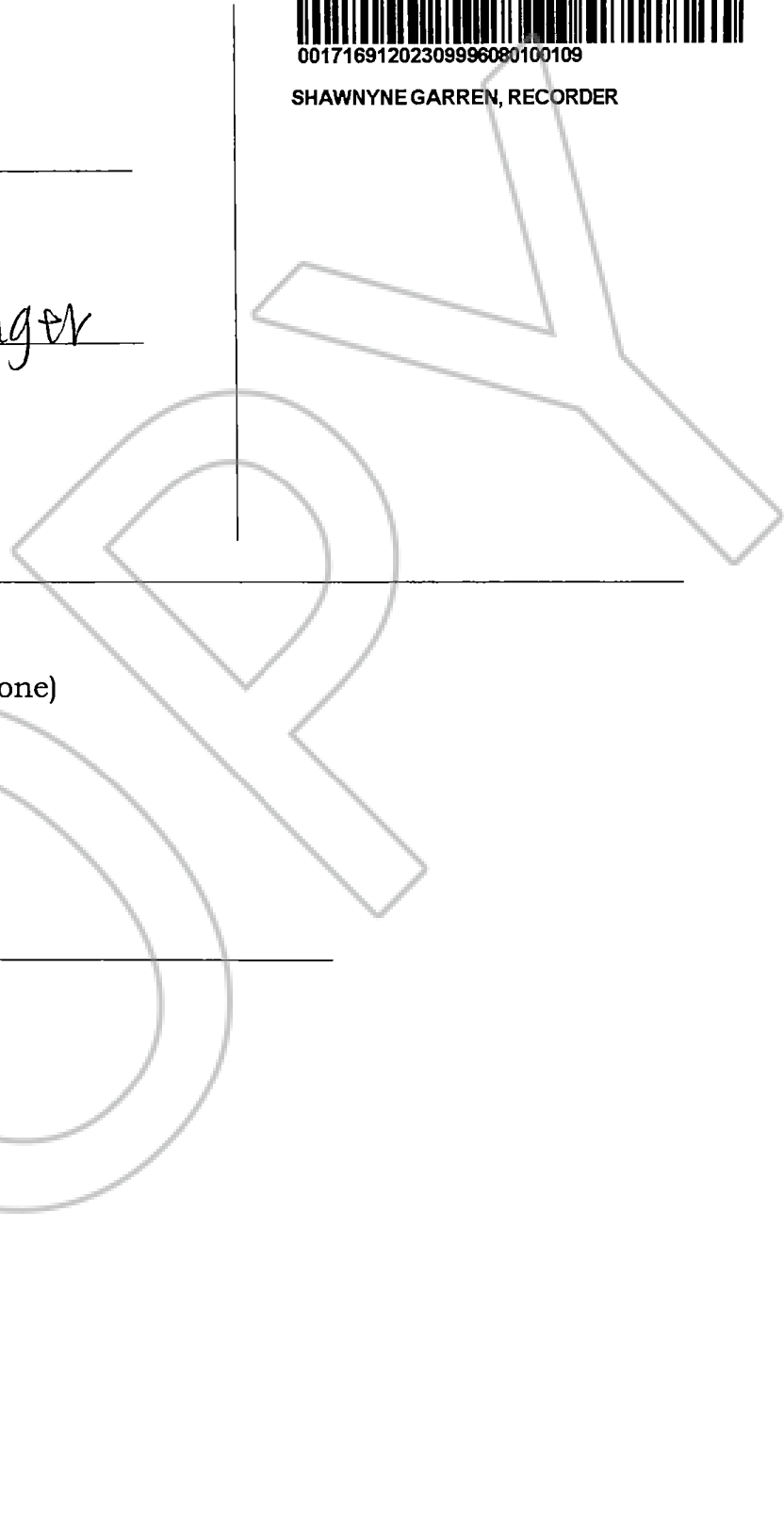
00171691202309996080100109

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



8/17/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

PROPERTY MANAGEMENT AGREEMENT

BY AL DEPUTY

THIS PROPERTY MANAGEMENT AGREEMENT (“Agreement”) is entered into by and between **DOUGLAS COUNTY**, a political subdivision of the State of Nevada, hereinafter referred to as “Douglas County” or “Owner” and **PARK RANCH HOLDINGS, LLC**, a Nevada limited liability company, hereinafter referred to as “Manager.”

RECITALS

WHEREAS, DOUGLAS COUNTY has determined that it is desirable to retain a qualified entity to manage and preserve in agricultural use certain lands recently conveyed by Manager to DOUGLAS COUNTY (the “Premises”); and

WHEREAS, Manager has the qualifications, experience and facilities for performing the type of agricultural activities contemplated herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DOUGLAS COUNTY and Manager agree as follows:

AGREEMENT

1. DESCRIPTION OF PREMISES. The Premises with its appurtenances, if any, situated in the County of Douglas, State of Nevada, consists of two parcels, bearing Douglas County Assessor’s parcel numbers 1320-28-000-041 and 1320-28-000-033, and depicted in Exhibit A, attached hereto and incorporated herein by reference.

2. ENTRY BY OWNER. Owner and its agents and assigns, at all times, retain the authority to enter the Premises, now or in the future, for the purposes of inspection, monitoring and maintenance, compliance with the terms of this Agreement, exercising of all Owner’s rights under this Agreement, posting notices, and all other lawful purposes. Manager shall supply Owner, and its agents and assigns, with keys and other instruments necessary to effect entry on the Premises. It is understood and agreed that the Owner intends to develop the Premises and Manager’s maintenance of the Premises is subject to Owner’s ability to perform such activities that are necessary to develop the Premises. Owner reserves the right to enter the Premises at any time to accomplish topographic, geotechnical, cultural and environmental surveys and studies in support of its plans for future development of the Premises.

3. CONDITION OF PREMISES. Manager accepts the Premises in their present condition and agrees, on the last day of the term or on sooner termination of this Agreement, to surrender the Premises to Owner in the same condition as when received, reasonable use, and damage by fire, act of God, or the elements excepted, and remove all of Manager’s personal property from the Premises.

4. TERM. Unless sooner terminated, the term of this Agreement shall be for the period from May 1, 2023 through October 31, 2028. Thereafter, this Agreement may be extended

with annual extensions until terminated as set forth herein. Manager has the option to cancel at any time by giving Owner at least three (3) months' written notice of the exercise of such option. Owner also has the option to cancel at any time by giving Manager at least six (6) months' written notice of the exercise of such option. Owner and Manager acknowledge that Owner may, during the term of this Agreement, require exclusive use of a portion or, over time, portions of the Premises for Owner's purposes. Owner and Manager agree that in such event, Manager may, in its discretion, continue to manage that portion of the Premises not needed for Owner's uses and will cease using the portions designated by Owner within 90 days of notice by Owner of the portion that will be exclusively used by Owner.

5. SERVICES TO BE PERFORMED/CONSIDERATION. The Premises shall be used and maintained by Manager only for agricultural activities including, but not limited to, irrigation, growing hay or other crops, the pasturage of cattle, and will otherwise maintain the Premises free of weeds and free of uses not contemplated by this Agreement, all in accordance with Section 8 hereof. It is agreed that the following is sufficient consideration for this Agreement: The maintenance by Manager of the Premises in agricultural use will solely utilize Manager's water rights, the Manager's maintenance of ditches and other beneficial drainage facilities for the County's stormwater program as a part of the Manager's irrigation practices, keeping the Premises free of weeds and undesirable growth, continuing the Premises use for agricultural purposes, and the Manager's previous donation of a portion of the Premises to the Owner.. The crops, pasturage, or other products of Manager's husbandry of the Premises shall be for the benefit of the Manager. The Manager may not use any of the Owner's water rights for Manager's activities.

6. TAXES. All possessory interest and personal property taxes, if any, accruing during the Term shall be the sole responsibility and paid by Manager.

7. USE. The Premises are to be used solely by Manager for agricultural purposes including, but not limited to, growing hay and other crops and pasturing cattle. Manager shall not use, or permit to be used, any part of the Premises for any other purpose. Activities comprising the use shall be carried out according to sound agricultural practices common in Douglas County and the manner in which Manager has historically used the Premises. If Manager fails to comply with the terms of this Section 7, Owner reserves the right, after having given fourteen (14) days' written notice and an additional 30 days to cure any violation, to take necessary remedial measures at the expense of Manager for which Manager agrees to reimburse Owner on demand.

Manager shall not commit, or suffer to be committed, any waste on the Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

Manager acknowledges and agrees that it may conduct cattle grazing on the Premises. Manager shall be responsible for providing water for irrigation and watering cattle as necessary during its use of the Premises. The exclusive source of said water shall be water rights owned or under the control of Manager.

8. MAINTENANCE. Manager shall care for the Premises and maintain them in the same order and condition in which received, changes due to ordinary use excepted. Manager shall not be responsible for repairing any damage caused by Owner's permitted entry onto the Premises. Manager's maintenance responsibilities shall include routine repair of all fences on the Premises. Manager shall not be responsible for repair or replacement of fence posts unless Manager caused the damage to such posts. Owner will assist Manager with fence maintenance obligations as follows: (1) a designee of Douglas County will accompany Manager on a field inspection of fence conditions when Manager deems necessary; (2) if fence inspections reveal that major fencing repair is needed as the result of damage not caused by Manager, Owner shall work with Manager to arrange for such fencing repair to be at Manager's expense.

9. INDEMNITY AND HOLD HARMLESS. Manager shall assume all responsibility for its activities and operations and shall bear all losses and damages suffered directly or indirectly by Manager or Owner that are the result of the performance or character of Manager's operation, unforeseen difficulties or accidents or occurrences arising directly or indirectly from Manager's activities or operations. Manager shall assume the defense of and indemnify and save harmless Owner and its officers and employees for all claims, loss, damage, injury, and liability of every kind, nature and description directly or indirectly arising from Manager's activities and operations under this Agreement.

Acceptance of the Insurance Certificates required under this Agreement does not relieve the Manager from liability under this Indemnity and Hold Harmless clause.

10. INSURANCE AND LIABILITY.

A. Liability Insurance. Manager shall maintain comprehensive general liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) (either in a stand-alone general liability policy, or as part of umbrella coverage, or a combination of the two) for the Premises. Manager shall cause all such policies of insurance to name Owner as an additional insured and provide Owner with a certificate of insurance on an annual basis evidencing compliance with this provision.

B. Owner shall have no liability for loss or damage to Manager's crops livestock, equipment or structures. In the event that Manager's crops, livestock, equipment or structures placed or installed on the Premises are damaged in any way, irrespective of the cause, Owner shall not be liable therefore and Manager shall have no claim or right against Owner for the costs of repair or replacement. This clause is intended as a complete release of liability in favor of Owner, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

C. Owner shall have no liability for loss or damage to Manager due to flooding of the Premises.

11. HAZARDOUS SUBSTANCES.

A. Nothing in this Agreement shall be construed as giving rise to any right or ability in Owner to exercise physical or management control over the day-to-day agricultural operations of the Premises, or any of Manager's activities on the Premises, or otherwise to become an "owner" or "operator" or "generator" or "arranger" with respect to Manager's use of the Premises as those words are defined and used in "Environmental Laws" (as defined below), including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, or the provisions of Title 40, Chapter 459 of the Nevada Revised Statutes, or any similar federal, state, or local statute or ordinance.

B. Manager shall conduct its agricultural activities on the Premises in compliance with, and will remain in compliance with, all applicable Environmental Laws.

C. Manager shall defend, hold harmless and indemnify Owner against all litigation, claims, demands, penalties and damages, administrative actions, testing, investigation, remediation, including reasonable attorneys' fees, arising from or connected with the release or threatened release by Manager of any Hazardous Materials, as defined below, on, at, beneath, or from the Premises during the term of this Agreement, or arising from or connected with a violation of any Environmental Laws by Manager.

D. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

E. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal sources, asbestos-containing materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

F. If at any time during the term of this Agreement there occurs a release, discharge, or other incident in, on, or about the Premises of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Manager agrees to

take any steps that are required of Manager with respect thereto under Federal, State, or local law necessary to ensure its containment and remediation, including any cleanup.

12. NOTICES.

Any notice to be given to either party by the other shall be in writing and shall be served either personally or by certified mail, addressed as follows:

Owner: Douglas County
c/o County Manager
1594 Esmerelda Ave.
Minden, Nevada 89423

Mailing address:
P.O. Box 218
Minden, Nevada 89423

Manager: Park Ranch Holdings
Attn.: David Park
1300 Buckeye Road
Minden, NV 89423

13. PARTIES BOUND. This Agreement and all provisions hereof, including, without limitations, all representations and warranties made hereunder, shall extend to, be obligatory upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, assigns and beneficiaries of the parties hereto. This Agreement has been prepared and revised by attorneys for both parties, thus any rule of law or construction that ambiguities are to be construed against the party who drafted such ambiguity shall not apply.

14. HEADINGS. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

15. INVALIDITY. If any term, provision or condition of this Agreement is found to be or is rendered invalid or unenforceable, it shall not affect the remaining terms, provisions and conditions of this Agreement, and each and every other term, provisions and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. GOVERNING LAW; VENUE. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Nevada. Venue for any dispute arising hereunder shall be exclusively in Ninth Judicial District Court in Douglas County, Nevada.

17. NO THIRD PARTY BENEFICIARY. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

18. ENTIRETY AND AMENDMENTS. This Agreement embodies the entire agreement between the parties and supersedes and terminates without further rights or obligations thereunder all prior agreements and understandings, relating to the Premises; this Agreement may be amended or supplemented only by an instrument in writing executed by both parties.

19. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Signatures transmitted by email shall be binding; provided, however, that any person transmitting his or her signature by email shall promptly send an original signature to the other parties in accordance with Section 12.

20. CONFIDENTIALITY. Except as may be required to preserve and protect their rights hereunder and to seek any necessary approvals, permissions, consents, licenses or permits, the parties shall maintain the economic and financial terms of this Agreement as confidential and shall make no public announcement regarding this Agreement without the other party's written consent, other than public announcements with respect to the fact that an agreement has been entered into or with respect to the change in ownership of the Premises.

21. TIME. Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.

22. U.S. CURRENCY REQUIRED. All sums referred to herein shall be in currency of the United States of America.

23. ATTORNEYS' FEES. In the event either of the parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the court. Without limiting the generality of the foregoing: (a) the prevailing party shall be entitled to recover its reasonable attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay); and (b) the prevailing party shall be entitled, in addition to and separately from the amounts recoverable under clause (a), to the payment by the losing party of the prevailing party's reasonable attorneys fees, court costs and litigation expenses incurred in connection with any appellate review of the judgment rendered or of any other ruling in such action or proceeding, and any proceeding to enforce a judgment in such action and proceeding. It is the intent of the parties that the provisions of clause (b) be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of judgment in any action or proceeding and shall not be merged into such judgment.

24. PUBLIC RECORDS LAW. Manager expressly agrees that all documents submitted, filed, or deposited with the County by Manager, unless designated as confidential by a specific statute of the State of Nevada or a court of competent jurisdiction, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

25. **WEEKENDS, HOLIDAYS.** If any date for performance of an obligation or the giving of notice set forth herein falls on a day that is a Saturday, Sunday or legal holiday in the United States or the State of Nevada, the date for such performance or the giving of notice shall then be moved to the next business day that is not a Saturday, Sunday or legal holiday in the United States or the State of Nevada.

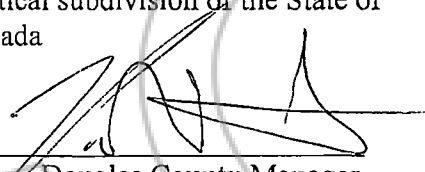
26. **ASSIGNMENT.** Manager shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the Owner.

27. **COMPLIANCE WITH APPLICABLE LAWS.** Manager shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be in effect as of the date last signed below.

OWNER

DOUGLAS COUNTY, NEVADA a
political subdivision of the State of
Nevada

By: 
Douglas County Manager

Date 5/31/23

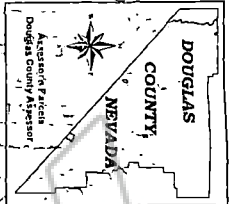
MANAGER

PARK RANCH HOLDINGS, LLC

By: 
David Park, Manager

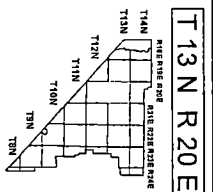
Date 5-26-23

NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



Map Legend

	Parcel Boundary	001	Parcel Number
	Subdivision Boundary	110	Parcel Sub/Seq Number
	Town Boundary	10 Ac	Parcel Acreage
	Township/Range/Section	B L K A	Parcel Block Number
	Approximate River Center Line	1	Parcel Lot Number
	Easements - See Recorded Documents	101	Parcel Address
	Open Space/Conservation Easements		



T 13 N R 20 E

6	5	4	3	2	1
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

SEC. 28

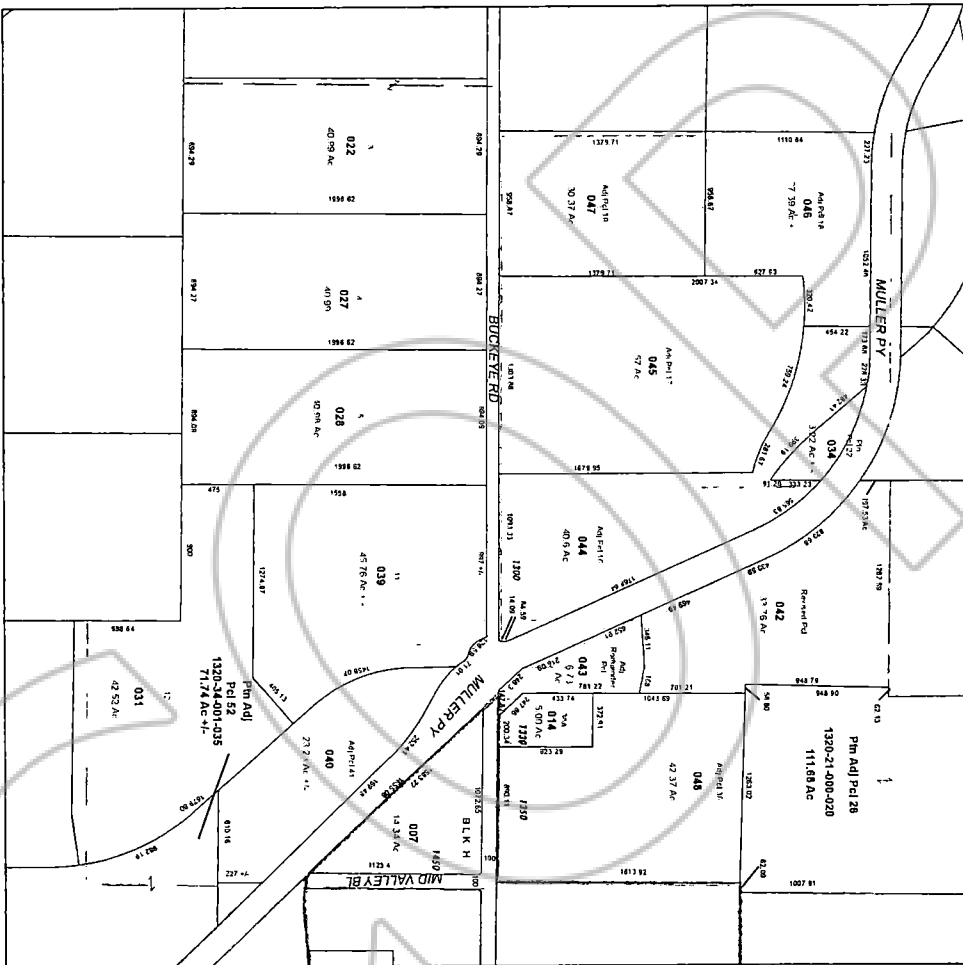
1	2	3	4
5	6	7	8

ALL SEC.

1	2	3	4
5	6	7	8

1320-28-000

DOUGLAS COUNTY GIS
SCALE: 1" = 800'
REVSD: 11/30/2022



COPY

Douglas County, State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

17 day of August, 2023

By [Signature] Deputy