

GRAZING LEASE - 7-L RANCH

SPRING VALLEY STATE PARK

1 THIS LEASE, made and entered into this 15th day of April, 1985,
2 by and between the STATE OF NEVADA, acting through the DIVISION OF STATE
3 LANDS for and on behalf of the Division of State Parks, hereinafter referred to as
4 LESSOR, and WAYNE A. SMITH, LIVESTOCK, hereinafter referred to as LESSEE.

5 **WITNESSETH:**

6 FOR AND IN CONSIDERATION of the mutual covenants of the parties,
7 hereinafter stated, to be kept and performed, and for and in consideration of the
8 rental reserved and stated herein, the parties hereto agree as follows:

9 1. LESSOR leases to the LESSEE the grazing rights to pastures A, B, C, D, E,
10 and the Hollinger Debris Basin as described in the Soil and Water Conservation Ranch
11 Management Plan for the Division of State Parks' 7-L Ranch, Ursine, Nevada, a map
12 of which is incorporated herein and attached hereto as Exhibit A.

13 2. The term of this lease shall be for FOUR YEARS, EIGHT AND ONE-HALF
14 MONTHS (4 years, 8½ months), from April 15, 1985, to December 31, 1989,
15 and any renewal thereof shall be at the sole option of the Division of State Parks.
16 LESSOR reserves the right at its sole option, at any time upon THIRTY (30) days
17 written notice to LESSEE to terminate this lease. In the event of termination pursuant
18 to this provision, LESSOR will refund to LESSEE any unused portion of an advanced
19 payment made by LESSEE.

20 3. The LESSEE shall have the right to terminate this lease during the term hereof,
21 provided, however, that LESSEE shall give LESSOR written notice of election to
22 terminate during the month of December of any year during the term hereof.

23 4. In the event this lease is terminated by either party and within THIRTY (30)
24 days written notice by LESSOR, all right, title and interest of LESSEE to said premises
25 shall thereupon terminate and shall revert to LESSOR, its successors and assigns.

26 5. The premises are leased solely for the pasturage and grazing of cattle and all
27 activities normal and reasonable as incident thereto and no deviation or change of
28 use shall be made unless and until first approved in writing by LESSOR.

29 6. Lease fees were established through the bidding process for a total of 720
30 Animal Unit Months (AUMs) at the rate of \$10.64 per AUM, or a total annual lease

1 fee of SEVEN THOUSAND, SIX HUNDRED SIXTY DOLLARS AND EIGHTY CENTS
2 (\$7,660.80). This fee will be the minimum annual lease fee, regardless of the number
3 of AUMs actually used by LESSEE each year, unless adjusted by LESSOR as provided
4 in other sections of this Lease, or the Lease is terminated. Should LESSOR authorize
5 any additional AUMs, as provided in other sections of this Lease, they will be at the
6 same rate (\$10.64 per AUM). Lease fees will be due and payable either in advance
7 of each grazing season or in three payments of TWO THOUSAND, FIVE HUNDRED
8 FIFTY-THREE DOLLARS AND SIXTY CENTS (\$2,553.60) each, with the first payment
9 in advance of the grazing season and the second and third at four month intervals
10 thereafter. Payment by check will be made payable to the Division of State Parks
11 and mailed or delivered to: Supervisor, Spring Valley State Park, Star Route #89063,
12 Pioche, Nevada 89043.

- 13 7. Animal United Months (AUMs) are defined as:
- 14 One cow with or without calf for one month = 1 AUM
 - 15 One bull for one month = 1.25 AUM
 - 16 One short or long yearling for one month = .62 AUM
 - 17 One horse for one month = 1.5 AUM

18 8. At option of LESSOR, in lieu of cash rental, the LESSEE may be required to
19 furnish fencing materials equal in value to the rental fee due for the period covered
20 for improvements to the lease area, with labor furnished by the LESSOR. LESSEE
21 is to furnish to LESSOR records, cost figures and receipts for purchase of these
22 materials.

23 9. LESSEE at his sole cost and expense, agrees to indemnify and hold harmless
24 LESSOR, against any claim or liability arising from LESSEE's use of the premises.
25 LESSEE further agrees to name the STATE OF NEVADA in a public liability
26 insurance policy covering the period the cattle are on the premises. This policy is
27 to be in an amount not less than the following:
28 Public liability ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per each
29 person; THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) each accident.
30 Insurance policies shall contain the following endorsement: "The State of Nevada,

1 Department of Conservation and Natural Resources, Division of State Parks, their
2 officers, employees, and agents are hereby declared to be additionally insured under
3 the terms of this policy, as to the activities of the State Department of Conservation
4 and Natural Resources, Division of State Parks, their officers, employees, and agents,
5 as related to the activities in the lease".

6 10. Grazing use of the property is to be in accordance with the Soil and Water
7 Conservation Ranch Management Plan, a copy of which may be obtained at the
8 Division of State Parks, as interpreted by the Park Supervisor and/or District Ranger.
9 If necessary, the plan may be interpreted or modified due to conditions including but
10 not limited to weather, forage condition, pasture condition, and construction. All
11 decisions of the Park Supervisor or District Ranger are binding on the LESSEE.
12 Changes in stocking rates, turnout dates, or rotation schedules will be discussed with
13 LESSOR prior to making modifications. Increases in stocking rates that are justified
14 by forage condition must be agreed to by both LESSEE and LESSOR.

15 11. LESSEE agrees to begin movement of cattle onto the pastures each year, at
16 times to be fixed by the Park Supervisor and/or District Ranger under guidance of
17 the recommendations set forth in the Ranch Management Plan and the condition of
18 pastures.

19 12. LESSEE agrees further that the Park Supervisor and/or District Ranger will be
20 given a minimum of TWO (2) days notice when moving cattle in or out of the pastures.
21 LESSEE will also record the number of cows, calves and bulls, in/out dates and totals,
22 for each pasture at a place designated by the Park Supervisor; so that both parties
23 will have a true and correct count.

24 13. LESSEE agrees to keep in contact with the Park Supervisor to discuss any
25 problems that may develop.

26 14. LESSOR will not be liable for sickness or death of any livestock. LESSEE
27 agrees to furnish his own equipment for removal of dead animals and animal parts
28 to a location determined by the Park Supervisor and/or District Ranger. LESSOR
29 agrees to dig a burial pit for said animals; with LESSEE to cover animals with soil
30 or chemical.

- 1 15. LESSEE will furnish material and labor needed to repair fences damaged by
2 cattle. Repairs completed by LESSEE must be equal to standard fence repair and
3 approved by Park Supervisor. LESSEE is to furnish to LESSOR records, cost figures
4 and receipts of any repairs made.
- 5 16. LESSOR makes no warranty as to condition of ditches, canals, fences, corrals,
6 or other equipment, fixtures, or appurtenances appurtenant to the premises hereby
7 leased to the LESSEE.
- 8 17. LESSEE will furnish salt lick, oilers for flies, and all veterinary care.
- 9 18. LESSEE will take every reasonable step to prevent animals from straying upon
10 adjoining properties.
- 11 19. LESSOR shall have no responsibility or liability to pay any personal property
12 taxes because of any personal property brought upon or used in connection with the
13 premises, and LESSEE will indemnify LESSOR therefrom, should such taxes at any
14 time be assessed.
- 15 20. LESSEE agrees to abide by all of the rules and regulations of Spring Valley
16 State Park, and the Division of State Parks. A copy of said rules and regulations
17 are incorporated herein and attached hereto as Exhibit B.
- 18 21. Nothing contained herein shall be construed to preclude the LESSOR, its agents
19 and employees, from enjoying full access to all areas hereby leased for proper
20 management of all recreation and wildlife activities and the construction, repair and
21 supervision of improvements and facilities utilized for such activities.
- 22 22. Nothing contained herein shall be construed to permit the LESSEE to forbid or
23 limit public access for permitted recreation activities upon the leased premises,
24 however, the LESSOR will take all reasonable precautions against molesting or
25 otherwise disturbing livestock, but shall not be held liable in any way for any loss
26 to LESSEE, his agents, assigns, or employees, occurring by theft, accident, acts of
27 God, or in any other manner.
- 28 23. LESSEE shall not assign or sublet this Lease without prior written consent of
29 LESSOR with the concurrence of the Legislature or Interim Finance.
- 30 24. At the expiration or termination of this Lease, all improvements made and/or

1 installed on the area by LESSEE shall become the property of LESSOR.

2 25. At the expiration of the terms and conditions of this Lease, and in the absence
3 of another lease agreement being entered into between the parties hereto, LESSEE
4 will surrender and give up the premises to LESSOR or its successor in interest, and
5 shall remove without delay all livestock, equipment and other property belonging to
6 LESSEE.

7 26. This Lease shall not become effective until legislative authorization has been
8 obtained.

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1 IN WITNESS WHEREOF, the parties hereto have subscribed this LEASE
2 AGREEMENT on the day and year first above written.

3 LESSOR:

LESSEE:

4 STATE OF NEVADA

5
6 By: P. B. W.
7 PAMELA B. WILCOX
8 Administrator and Ex-officio State
9 Land Registrar, Division of State
10 Lands

By: Wayne A. Smith
WAYNE A. SMITH, LIVESTOCK

11 STATE OF NEVADA)
12) ss.
13 CITY OF CARSON CITY)

14 On May 3,
15 1985, personally appeared before me, a
16 Notary Public, PAMELA B. WILCOX,
17 Administrator and Ex-officio State Land
18 Registrar, who acknowledged that she
19 executed the above instrument.

20 Marva Cochran
21 NOTARY PUBLIC



I concur in the foregoing, Pursuant to
NRS 322.050,

Richard H. Bryan
RICHARD H. BRYAN
Governor of Nevada

22 APPROVED:

23 By: Roland Westergard
24 ROLAND WESTERGARD
25 Director, Department of Conserva-
26 tion and Natural Resources

APPROVED as to Form:

BRIAN MCKAY
Attorney General

27 APPROVED:

28 By: John Richardson
29 JOHN RICHARDSON
30 Acting Administrator
Division of State Parks

By: A. Scott Bodeau
A. SCOTT BODEAU
Deputy Attorney General

APPROVED:

By: Donald A. Rhodes
LEGISLATIVE REPRESENTATIVE

RESOURCE CONSERVATION PLAN

For

7-L RANCH - NEVADA DIVISION OF STATE PARKS

In Cooperation With

LINCOLN COUNTY CONSERVATION DISTRICT

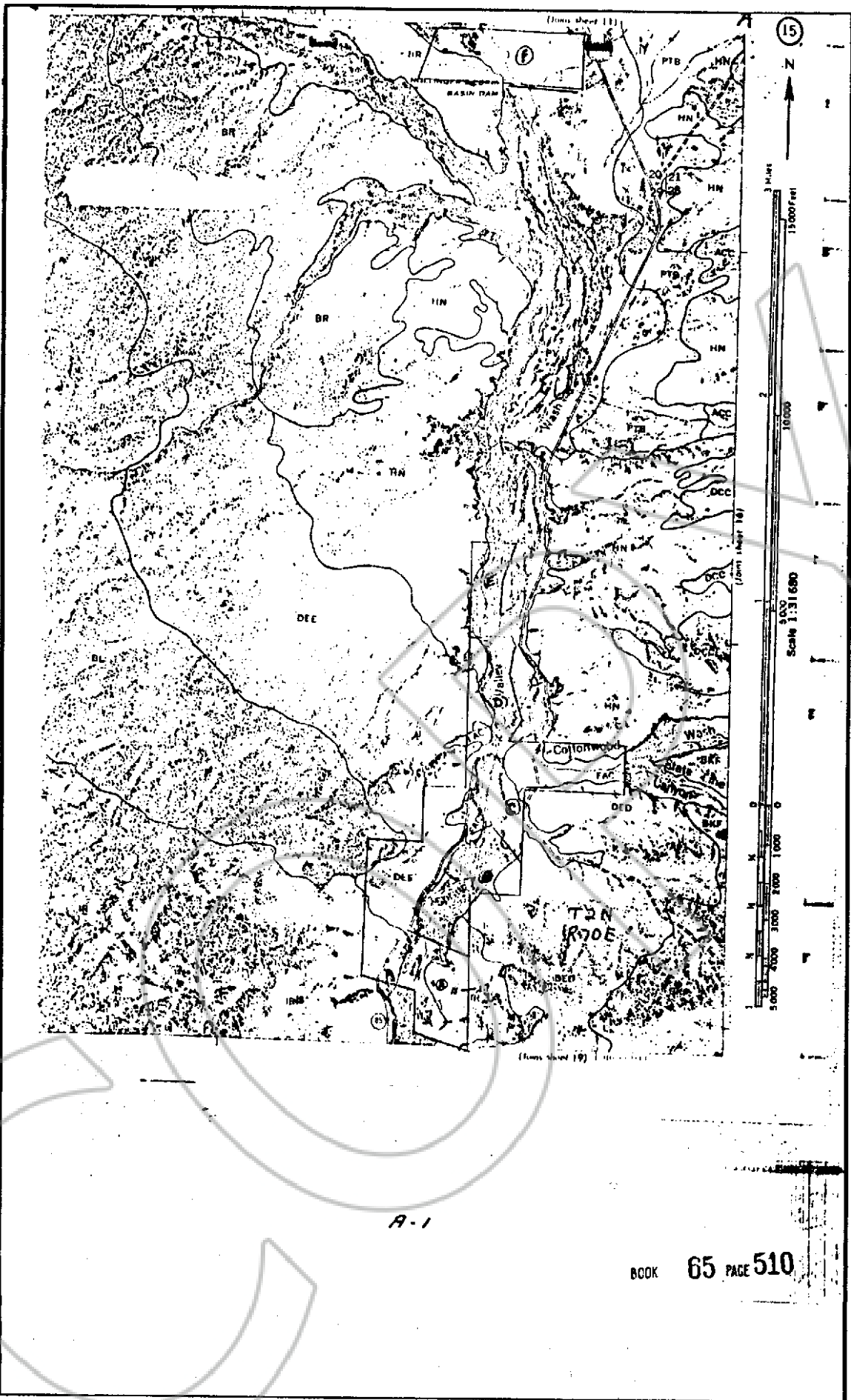
Revised by
Lenard Smith
May 27, 1977

EXHIBIT "A," an attachment to
Grazing Lease, 7-L Ranch,
Spring Valley State Park
1985-1989

EXHIBIT A

BOOK 65 PAGE 509

Lincoln County



A-1

BOOK 65 PAGE 510

INTRODUCTION

The Spring Valley State Park is located in Lincoln County, Nevada, consisting of 1630 acres of land. The Park has a Master Plan which details the planned action for future recreation use, details of designed construction, planned facilities, etc. -- this Master Plan is currently in the process of being updated. This Resource Conservation Plan is restricted to the 7-L Ranch portion of Spring Valley State Park. The primary portion of this plan involves the meadow areas, which are grazed.

These meadows lie along the bottoms of Meadow Valley Wash. They are very productive rangeland, but have been subjected to more or less continuous overuse for a long time. This kind of rangeland has a high water table and salts which inhibit drainage and general farm practices. Most of the meadows have been and can be hayed.

The goal of the State Park management is to use these meadows by grazing (leased to private operators) in a manner which will protect and improve the vegetative resource.

A-2

Lincoln County

232 Acres saline meadow @ 1 ton/acre = 2324 @ 3 A.U.M./ton	= 656 A.U.M.'s
68 Acres crested wheat seeding @ 4 acres/A.U.M.	= 17 A.U.M.'s
121 Acres rangeland @ 20 acres/A.U.M.	= 7 A.U.M.'s

Total 421 acres

Total 720 A.U.M.'s

Note: May pick up 5 to 10 A.U.M.'s above the debris basin Field 19 when annuals green.

No grazing aftermath computed on hay basis as A.U.M.'s allowed are high.

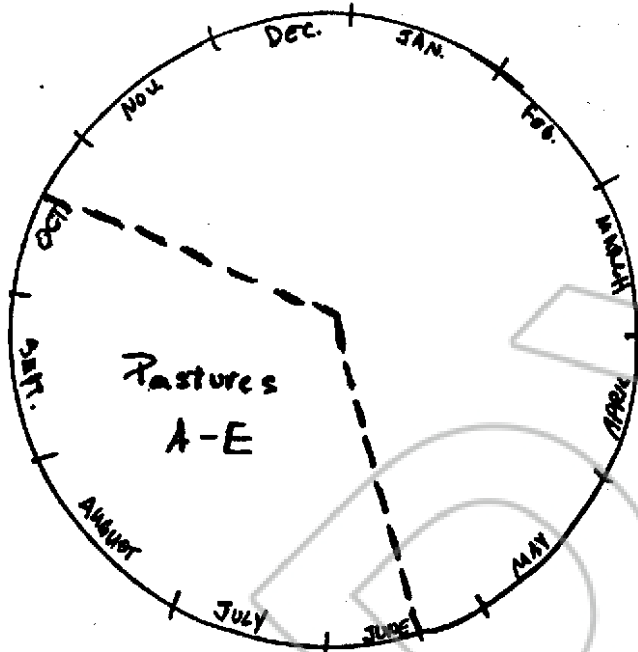
Suggested Herd Number:

250 head limit up to 750 A.U.M.'s use.

A-3

BOOK 65 PAGE 512

Schematic Grazing System
Spring Valley State Park



Pastures only useable in summer and fall.
Suggest use be restricted to four months
(120 days) season with ten day variation
on entering or leaving meadows.

A-4

Lincoln County

PASTURE NUMBER	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
A						///						
B							///					
D								///				
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A								///				
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Note: Suggested AUM's and length of time to graze are as follows:
 Pasture C is used as a utility pasture (holding and shipping).
 Ursine pasture is used as utility pasture (overflow).
 Pasture A - 2.5 weeks (107 AUM's).
 Pasture B - 5.25 weeks (250 AUM's).
 Pasture C - 2 weeks (63 AUM's).
 Pasture D - 3.25 weeks (160 AUM's).
 Pasture E - 3.0 weeks (140 AUM's).
 TOTAL - 16 weeks (720 AUM's).

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CONSERVATION AGREEMENT

between

THE Meadow Valley SOIL CONSERVATION DISTRICT

and

Nevada State Park System

I hereby request the District to assist me in developing a complete and practical soil and water conservation program for my land which is located approximately 4-1/2 miles in a Northerly direction from Ursine and consists of approx. 660 acres.

When a District Representative and I have prepared such a program for my farm, I agree to follow the recommendations to the best of my ability in establishing conservation practices on my land.

We, the supervisors of the Meadow Valley Soil Conservation District agree to help you develop a conservation plan for your land in accordance with its needs and for your farm enterprise. We also agree to assist you in carrying out your plan by providing such information and technical or other assistance as we may have available.

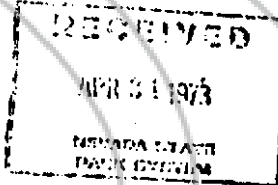
This agreement will remain in effect until terminated by either party or the land is sold.

Eric Cronkhite
Eric R. Cronkhite, Administrator
Nevada State Park System

5-1-73
Date

Verne J. Lee

5-1-73
Date



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BOOK 65 PAGE 515

Lincoln County

7L RANCH CONSERVATION PLAN

Prepared by Pete Gill Date 3-10-77
Pete Gill - Park Supervisor NPS

Assisted by: L. Smith & H. Arnold, ECS

Approved by Richard King Date 3-10-77
Richard King - District Ranger NPS

Approved by William Wood Date 3-15-77
W. Wood - Asst. Administrator NPS

Approved by John Mader Date MAR-15-77
John Mader - Administrator NPS

Reviewed by Howard M. C. ... Date 3-19-77
Supervisor - Lincoln County Conservation District

A-7

EXHIBIT "B"

NEVADA DIVISION OF STATE PARKS
SPRING VALLEY STATE PARK
REGULATIONS

N.R.S. 407.0475 - 407.065

The Nevada Division of State Parks welcomes you to use and enjoy Spring Valley State Park.

To assist you in enjoying your visit, the following regulations have been established for the protection of this area and its facilities, and to ensure the equal opportunity of all to enjoy them peacefully.

All roads within this state park are classified as state roads and highways, and are governed by the State Motor Vehicles laws.

Boating regulations are administered by the Nevada Department of Wildlife. Please know these regulations before launching your boat.

Visitors using this state park are also subject to all other Nevada Revised Statutes.

Regulations of the Administrator of the Division of State Parks in the State Department of Conservation and Natural Resources. Authority: N.R.S. 407.0475 and 407.065.

1. Within Spring Valley State Park, the speed limit is 20 miles per hour, unless otherwise posted.
2. THE FOLLOWING ACTS ARE PROHIBITED WITHIN THE PARK:
 - a. Having a household pet, other than a seeing eye dog, unless the pet is caged, is contained inside of an automobile, trailer, motorhome, camper or other vehicle, or is tethered upon a leash no longer than six (6) feet.
 - b. Allowing a pet to become a nuisance or to create a disturbance.
 - c. Failing to clean up waste deposited by a pet.
 - d. Digging for or removing artifacts or using any device for detecting metal, without permission of the Administrator of the Division of State Parks.
 - e. Camping for more than 14 days in a 30-day period, beginning with the first day of camping.
 - f. Camping overnight in an area restricted to use during the day, or camping in an area not designated as a campsite without permission of the park supervisor.
 - g. Leaving a campsite unoccupied overnight without permission of the park supervisor.
 - h. Reserving a site for camping or for use during the day except in a manner approved by the park supervisor.
 - i. Posting or distributing a handbill, notice or advertisement, offering for sale any merchandise or service, or otherwise using the park for any commercial purpose except in the time, place and manner authorized by the Administrator of the Division of State Parks to promote the enjoyment of the park by its visitors.
 - j. Failing to maintain quiet between 10 p.m. and 7 a.m.

Lincoln County

Exhibit "B"
Page 2

- k. Operating an amplifier or other noise-making device in a manner which disturbs other persons.
 - l. Entering the spillway tunnel of the dam, or climbing, swimming, wading or boating in the area of the spillway.
 - m. Driving a motor vehicle:
 - 1. off established roadways;
 - 2. in a manner which damages vegetation; or
 - 3. in an area which is posted as closed to motor vehicles.
 - n. Parking a vehicle without permission of the park supervisor in an area not designated as a parking area.
 - o. Burning materials, such as tires and tubes, which produce an excessive amount of pollution.
 - p. Lighting a fire except in a grill or stove established in the park, or failing to extinguish a fire before leaving the grill or stove.
 - q. Bringing a horse or any pack or draft animal into the campground or into an area which is used for launching boats or is restricted to use during the day.
 - r. Carrying a loaded firearm or discharging a firearm except in areas designated for hunting.
 - s. Disturbing, threatening, hunting, trapping or removing any wildlife, including any game animal, except for hunting upland game and waterfowl in areas designated for such hunting.
 - t. Possessing or consuming any alcoholic beverage by a person under 21 years of age.
3. Persons who use the park must pay the fees prescribed by the Administrator of the Division of State Parks. It is the policy of the Division not to refund such fees after collection.

No. 82685
FILED AND RECORDED AT REQUEST OF
Division of State Lands
June 7, 1985
AT 1 MINUTES PAST 1 O'CLOCK
P. M. IN BOOK 65 OF OFFICIAL
RECORDS, PAGE 503 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER
COUNTY RECORDER

By Yvonne Condit, Deputy

BOOK 65 PAGE 518

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