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APN 031-140-15

APN _____

APN _____

Nevada Farm Lease Agreement

Title of Document

Affirmation Statement

_____, I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

SR I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Steve Culverwell
Signature Title

Steve T Culverwell
Print

6-25-2021
Date

Grantees address and mail tax statement:

Steve Culverwell

P.O. Box 231

Caliente, NV 89008

Nevada Farm Lease Agreement

This lease agreement is made this day, February 4, 2021, between

Operator: Steve T Culverwell
PO Box 231
Caliente, NV 89008-0231
775-962-1753

Owners: Jeffery A. & Lisa K. Ames
2110 Falling Rain Dr.
Las Vegas, NV 89142
702-499-1221

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF FARM. The Owners in consideration of the terms specified herein, lease to the Operator for agricultural purposes the following legally described property ("REAL ESTATE"):

LOT 2 RAINBOW RANCH MAP C/43 (with parcel map ID number 122298 and parcel number 031-140-15).

The Real Estate is located in Lincoln County, Nevada, containing 100 acres, more or less, and subject to all easements now existing or which the Owner may grant in the future such that the usefulness of the property to the Operator is not reduced.

2. TERM OF LEASE. The term of this lease shall be for a period of 10 (ten) years beginning January 1st, 2021 and ending December 31st 2030.

3. PURPOSE OF THE LEASE. The Operator shall have the right to use the property for the production of crops and livestock. Owner reserves the right to limit areas where livestock can roam. Owner retains full use and access to of all property not being farmed, with the understanding that owners will not interfere with farming operations.

4. CASH RENT. Operator agrees to pay the Owners cash rent for the use of part of the Real Estate as follows: rent of \$2,500.00 to be paid to the Owners on or before the 15th of February each contract year. If payment is not delivered promptly (within 15 days), a late fee of \$250.00 shall be added. Operator also agrees to provide to the Owners one side of beef each year of the lease.

5. OPERATOR DUTIES AND CONDITONS. Operator agrees to:

a. Manage carefully all growing crops and to harvest all crops in a timely fashion as weather permits.

- b. Farm the land in an efficient and husband-like manner.
- c. Do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing watercourses, waterways, and drainage areas, and abstaining from any practice that will cause damage to the Real Estate.
- d. Use reasonable efforts to control weeds and gophers in fields and common areas.
- e. Provide unskilled labor and equipment necessary to make minor repairs and improvements to fences made necessary by ordinary wear and tear or by Operator's livestock or equipment.
- f. Maintain all roads and water crossings in condition consistent with the same at the inception of this lease, or with improvements, at Operator's expense.
- g. Not allow any other use of the land without written consent of the Owners.

6. EXPENSES

- a. All materials and services related to the production of agricultural products shall be acquired and paid for by the Operator.
- b. No expense shall be incurred for, or on account of, the Owners without first obtaining written permission from the Owners.

7. REAL ESTATE AND PERSONAL PROPERTY TAXES. The Operator agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate during the term of the lease.

8. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes related to the Real Estate shall be at the option of the Operator. Also, the Owner agrees to assign to the Operator the rights to any compensation tags obtained from the Real Estate through participation with the Department of Wildlife (Nevada) in the Landowner Damage Compensation Program during the term of the lease and authorizes the Department to release the tags to the Operator.

9. FLOOD DAMAGE CONTINGENCY. During the term of the lease any major expenses to repair damages to the farm caused by flooding beyond those related to normal wear and tear will be handled as follows:

- a. The Operator will have a total maximum responsibility of \$5,000.00.
- b. The Owner will be responsible for any amount above \$5,000.00.
- c. If the Owner decides the damage is excessive he may choose to not repair the damage, at which time the Operator is released from his \$5,000.00 contingency and any responsibility to the repair the damage.
- d. If both the Owner and Operator agree, the lease may be terminated.

10. COMPENSATION FOR IMPROVMENTS. The Operator may make improvements to the buildings, fences, or water systems and other items as agreed upon at the

Owner's expense and consistent with the terms of the lease, provided consent of the Owner has been given and provided the improvements shall not be removed when the Operator leaves the farm.

11. WELL AND WATER SYSTEMS. Operator agrees to maintain and keep the wells, water lines, well pump, irrigation systems, and related equipment to the water system in good working order.

12. RIGHT OF ENTRY AND INSPECTION. The owner has the right to enter the Real Estate at any time for any purpose that does not interfere with the Operator's ability to carry out regular farming operations.

13. ATTORNEY'S FEES AND COURT COSTS. In the event a judgment is granted to either party as a result of a legal action related to the terms of this lease, the payment and discharge of all costs and attorney's fees or other expenses incurred to enforce the terms of this lease shall be handled as follows: Each party shall pay its own attorney's fees, legal expenses, and other costs.

14. TRANSFER OF INTEREST. The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer the title to the Real Estate the new Owner will be subject to the provisions of this lease.

15. CHANGES IN LEASE TERMS. The conduct, representations, or statement of either party, by act or omission, shall not be construed as a material alteration to this lease, until such provision is reduced to writing and executed by both parties as an addendum to this lease.

16. ARBITRATION. Any disputes between the Owner and Operator not covered by the terms of this lease may be submitted by either party for arbitration by three disinterested persons one of whom shall be selected by the Owner, one by the Operator, and a third by the previously named two. If and when disputes are submitted, a decision of the arbitrators shall be binding upon both parties to the lease.

17. CONTRACT CONSTRUCTION. Words or phrases herein, including acknowledgment, are constructed as in the singular or plural and as the appropriate gender according to the context.

18. NOTICES. Any notices contemplated in this lease shall be made in writing and shall either be delivered in person or mailed by certified U.S. mail, return receipt requested, to the last known mailing address.

19. YIELDING POSSESSION. The Operator agrees that on termination of the lease, the Operator will yield possession to the Owner without further demand or notice.

20. NO PARTNERSHIP. It is understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.

21. PROVISIONS. It is understood that both parties have read the terms and provisions of this lease agreement and have agreed to abide by the terms and provisions herein.

22. SIGNATURES

OPERATOR:
Steve T Culverwell

Steve T Culverwell

SS# 530-36-9340 Date: 3/26/2021

OWNERS:
Jeffery A. Ames

Jeffery A. Ames

SS# 385-68-8261 Date: 3-24-21

Lisa K Ames

Lisa K Ames

SS# _____ Date: 3/24/21