

Walker Basin Conservancy

**FARM LEASE AGREEMENT
BID SOLICITATION**

**SUTTER RANCH
LYON COUNTY, NEVADA**

INTRODUCTION

The Walker Basin Conservancy (WBC) manages assets acquired by the Walker Basin Restoration Program, for the primary purpose of "restoring and maintaining Walker Lake, a natural desert terminal lake in the State of Nevada, consistent with the protection of the ecological health of the Walker River and the riparian and watershed resources of the West, East and Main Walker Rivers; ... while protecting agricultural, environmental, and habitat interests in the Walker River Basin."

WBC intends to award a new Lease through this solicitation for operation and management of a farm lease on Sutter Ranch, Lyon County, Nevada. Sutter Ranch is located Smith Valley, Lyon County Nevada. WBC is offering this lease as a management tool in conjunction with its implementation of a master plan for revegetation of lands previously cultivated for agricultural uses.

The acreage leased is 265 acres of irrigated farm land, and 589 acres of range for a total of approximately 854 acres. The Lessee will be entitled to harvest crops, graze fields with Cattle, or a combination of the two at the discretion of the Lessee subject to the terms of the Lease. Acreages listed here are minimum estimates for bidding purposes; additional acres may be available for short-term grazing if it meets restoration goals and at WBC's discretion.

WBC will accept bid proposals for a ONE (1) year pasture lease. It is anticipated that the lease will be effective starting **March 2018** and terminate on **February 28, 2019**. This term may be extended to meet restoration goals and at WBC's discretion.

SCHEDULE

Solicitation issued	
Deadline for submitting questions.....	Wednesday, February 14, 2018
Answers to all questions submitted.....	Monday, February 19, 2018
Deadline for Proposal Submission of proposals	Monday, February 26, 2018 @ 2:00 pm
Evaluation completed/Lessee selected	Monday, March 6, 2018
Lease negotiated with lessee/ lease signed	Monday, March 12, 2018
Lease begins	upon signature

DEFINITIONS

For the purposes of this solicitation, the following acronyms/ definitions will be used:

AUM: Animal Unit Month

.75 AUM = One calf 6 months to one year or yearling for one month

1 AUM = One cow with or without calf (less than 6 months old) or one Steer for 1 month

1.25 AUM = One cow with calf (more than 6 months old) or one Steer (weight over 1,000 lbs) for one month

1.25 AUM = One bull for one month

PROPOSAL

1. Bids will be accepted on a price per acre basis. The WBC will accept bids until **Monday, February 26, 2018 at 2:00 P.M.** The selected bidder will be notified no later than Monday, March 5, 2018 at 5:00 P.M.
2. The term of the lease will be from **March 2018** through **February 28, 2019.**
3. The Lessee will be entitled to harvest crops, graze fields with Cattle, or a combination of the two at the discretion of the Lessee subject to the terms of the Lease.
4. The acreage leased is 265 acres of irrigated farm land, and 589 acres of range for a total of approximately 854 acres. Additional acres may be available for short-term grazing if it meets restoration goals and at WBC's discretion.
5. The expected stocking rate for Cattle grazing on the Sutter property will be for a total of up to 800 AUMs. These numbers may be adjusted to meet restoration goals and at WBC's discretion.
6. Annual payments for each year of the lease shall be paid in full and in advance by April 30th of each year of the lease.
7. WBC agrees to grant to the Lessee the right to use limited decree and storage water and water right from the Walker River, as described herein and subject to availability for the purposes of irrigating the pasture to be grazed for the term of the Lease. Lessee will be responsible for all any and all irrigation and ditch maintenance necessary in order to receive water from these sources for the duration of the Lease.
8. Lessee will be responsible for the maintenance of fences and gates associated with the pastures and fields. Cattle will not be allowed to graze in the riparian corridor, however water gaps will be allowed for access to water.

9. Lessee will be responsible for the management of noxious weeds on the property during the lease term.
10. The Lessee, or an assigned agent, is required to inspect the cattle and premises no less frequently than every week to assure compliance with contract terms.
11. WBC reserves the right to require a veterinarian's inspection and certificate concerning any and all animals at any time and at Lessee's expense.
12. WBC reserves the right to inspect the feeding premises occupied by the animals prior to introduction to the Sutter Ranch. If the feeding premises harbor noxious or otherwise invasive weeds, Lessor reserves the right to require that the animals be dry-lotted for a minimum of 10 days prior to introduction onto the Ranch area.
13. WBC reserves the right to alter, amend, or modify any provisions of this Solicitation, or to withdraw this Solicitation, at any time prior to the award of a lease pursuant hereto, if it is in the best interest of the WBC or the Landowner to do so.
14. WBC reserves the right to reject any or all Proposals received prior to lease award.
15. WBC shall not be obligated to accept the highest revenue proposal, but will make an award in the best interests of WBC after all factors have been evaluated.
16. Alterations, modifications or variations to a Proposal after submission will not be considered unless authorized by the Solicitation.
17. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this lease, may be rejected.
18. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other lessor, respondent or prospective vendor. Complimentary proposals are illegal and prohibited.
19. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally noncompetitive proposal. All proposals must be made in good faith and without collusion.
20. Respondents proposal is an irrevocable offer for the term of the lease. The awarded Respondent agrees to undertake the activities at the rates and fees as set forth in their proposal in response to this Solicitation.
21. The awarded Respondent will be the sole point of lease responsibility. WBC will look solely to the awarded Respondent for the performance of all contractual

obligations which may result from an award based on this Solicitation. Sublessees and subcontractors will not be allowed.

22. The awarded Respondent must maintain, for the duration of its lease, insurance coverage's as set forth in the insurance requirements in the draft Lease attached as an exhibit to this Solicitation. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of lease. Work on the lease shall not begin until after the awarded Respondent has submitted acceptable evidence of the required insurance coverages. Updated insurance documentation will be required annually. Notwithstanding any other requirement of this section, WBC reserves the right to consider reasonable alternative methods of insuring the lease in lieu of the insurance policies required by the Insurance Schedule provided in the sample lease. It will be the awarded Respondent's responsibility to recommend to WBC alternative methods of insuring the lease. Any alternatives proposed by a Respondent should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. WBC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
23. Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this Solicitation. Any such relationship that might be perceived or represented as a conflict should be disclosed. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Respondent's proposal. An award will not be made where a conflict of interest exists. WBC will determine whether a conflict of interest exists and whether it may reflect negatively on WBC's selection of a Respondent. WBC reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
24. Each Respondent must include in its proposal a complete disclosure of any alleged significant prior or ongoing lease failures, any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. WBC reserves the right to reject any proposal based upon the Respondent's prior history, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet lease milestones or other contractual failures.
25. WBC will not be liable for Federal, State, or Local excise taxes.
26. WBC reserves the right to negotiate final lease terms with any Respondent selected. The lease between the parties will consist of the Solicitation together with any modifications thereto, and the awarded Respondent's proposal, together with any modifications and clarifications thereto that are submitted at the request of WBC during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in

the following order of precedence: the final executed lease, the Solicitation, any modifications and clarifications to the awarded Respondent's proposal, and the awarded Respondent's proposal. Specific exceptions to this general rule may be noted in the final executed lease.

27. Respondent understands and acknowledges that the representations above are material and important, and will be relied on by WBC in evaluation of the proposal. Any Respondent misrepresentation shall be treated as fraudulent concealment from WBC of the true facts relating to the proposal.
28. No announcement concerning the award of a lease as a result of this Solicitation can be made without the prior written approval of WBC.
29. Any person who requests or receives a Federal lease, grant, loan or cooperative agreement shall file with WBC a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

INSPECTION

Questions regarding this Solicitation must be submitted in writing **no later than 5:00 p.m. on Wednesday, February 14, 2018.** To ensure fair competition in which all Respondents receive the same information and materials, no telephone or personal inquiries about this Solicitation will be answered. Questions should be submitted in writing by mail or email at the address and numbers below. A written compilation of all questions and answers and any Solicitation addenda will be posted at the WBC Yerington Office and on the www.walkerbasin.org. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

In addition, any irregularities or lack of clarity in the Solicitation should be brought to the attention of WBC as soon as possible so that corrective addenda may be furnished to prospective Respondents.

Respondents should send their questions to:

Amy Gladding,
Walker Basin Conservancy
1 Hwy 95A East
Yerington, NV 89447
EMAIL: amy.gladding@walkerbasin.org

Respondents interested in submitting proposals are urged to inspect the property. Additionally, it is critical that Respondents be familiar with and fully understand all the terms and conditions of the Draft Lease Agreement (included herein). Your proposal should be based on the requirements of this lease in its entirety. If a Respondent is awarded the lease, the successful Respondent has 30 days to review and sign the awarded lease. Although WBC will negotiate the final details of the Lease Agreement with the

selected Lessee, such negotiated changes will not materially alter the contents of the Draft Lease Agreement enclosed in this Solicitation.

PROPOSAL SUBMISSION

Your Proposal, including Proposal Bond, must be received by **2 p.m. on Monday, February 26, 2018** at:

Walker Basin Conservancy
1 Hwy 95A East
Yerington, NV 89447

Proposal Format & Content: Proposals should be plainly marked on the outside of a sealed envelope: "PROPOSAL FOR SUTTER GRAZING LEASE". Please submit an original plus one (1) copy of your proposal on 8.5" x 11" paper. Larger formatted graphic exhibits are acceptable if folded to fit within an 8.5" x 11" three-ring binder.

Master Copy/Confidentiality: The master copy of each proposal shall be retained for official files and may become public record after the award of a lease unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Respondent may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Respondent thereby agrees to indemnify and defend WBC for honoring such a designation. The failure to so label any information that is released by WBC shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If a copy of the proposal is not clearly marked "MASTER COPY," WBC may reject the proposal. However, WBC may at its sole option, select one copy to be used as the master copy.

Withdrawal of Proposals: Proposals may be withdrawn in writing at any time prior to the proposal closing date and time, provided that a written request executed by the Respondent or his/her duly authorized representative for the withdrawal of such proposal is filed with WBC. The withdrawal of a proposal shall not prejudice the right of a Respondent to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has passed, proposals shall be irrevocable.

WBC's Right to Reject Proposals, Waive Defects and Requirements: WBC reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the Solicitation for the benefit of WBC, so long as such waiver does not give any Respondent a material advantage over other Respondents. A Respondent shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a Respondent error.

Proposal Costs: WBC is not liable for any costs incurred by Respondents prior to entering into a formal lease. Costs of developing the proposals or any other such expenses incurred

by the Respondent in responding to the Solicitation, are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by WBC.

A Proposal Bond is required in the amount of One thousand dollars (\$1,000.00) as a guarantee that, if the proposal is accepted, Respondent will execute the Lease Agreement. Should Respondent fail to execute said Lease Agreement within 30 days, the Proposal Bond will be forfeit.

PROPOSAL OPENING

All information submitted in conjunction with the Solicitation is confidential until the opening. This includes: names of the individuals/firms who submitted proposals, their proposed solutions, and their financial reports. All proposals will be opened at the date, time and place specified in the Solicitation. Proposals not meeting the deadline will be returned to the Respondent unopened.

At the opening, only the names of the individuals/firms who submitted proposals are announced. Information designated as "proprietary" or as a "trade secret" is not public information, and is not disclosed to the public, even after the lease has been awarded.

Supplemental Information: At its sole discretion, WBC reserves the right, but does not have the obligation, to seek supplementary information or clarification from any Respondent at any time between the dates of proposal submission/acceptance and the lease award.

Discussions may, at WBC's sole option, be conducted with responsible Respondents who submit proposals determined to be reasonably susceptible of being selected for an award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents.

PROPOSAL EVALUATION

All proposals received shall be evaluated for form and content in accordance with the requirements of this Solicitation by a Lessee Evaluation Committee. The Lessee Evaluation Committee will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and the Proposal Evaluation Criteria and Form. Proposals not containing all of the items requested in the Lease Proposal form may be rejected.

Proposals are to be based on the Solicitation. A Respondent shall not be relieved of his/her proposal nor shall any change be made in his/her proposal because of mistakes.

LEASE AWARD

If an award is made, the award for a Lease agreement will be to the "Best Responsible Respondent". The "Best Responsible Respondent" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Lessee Evaluation Committee and approved by WBC. For the purpose of this Solicitation, the "Best Responsible Respondent" shall be the person or entity submitting a proposal, in accordance and within the criteria of this Request for Proposal, in conformity with the signed lease, and that will develop, operate, and maintain the Lease in the best interests of WBC and the public.

Execution of the awarded Lease agreement is subject to the completion of all required approvals.

A Notification of Intent to Award shall be sent to all Respondents. Any award is contingent upon the successful negotiation of final lease terms. Negotiations shall be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If lease negotiations cannot be concluded successfully, WBC upon written notice to all Respondents may negotiate a lease with the next highest scoring Respondent or withdraw the Solicitation.

LEASE EXECUTION

Preparation of Lease: Subsequent to the award of a lease, if an award is made, WBC will prepare a final lease for execution. The lease will contain "exhibits" developed from the selected proposal including the Respondent's Operation and management proposals, as required. Minor changes or modifications to the lease, proposal plans, and lease exhibits may be made prior to execution based on agreement between WBC and Lessee. However, no material change to the lease or its exhibits as presented in the Solicitation and in the selected proposal may be made.

Failure to Sign/Deliver Lease: A failure of the successful Respondent to sign and deliver the lease within thirty (30) days of receipt may be treated as a refusal to execute if the WBC so elects.

Walker Basin Conservancy

PASTURE LEASE AGREEMENT PROPOSAL SPECIFICATIONS

SUTTER RANCH LYON COUNTY, NEVADA

A. INSTRUCTIONS FOR THE LEASE PROPOSAL

A completed Lease Proposal Questionnaire will constitute your proposal. You must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify your proposal.

Proposals are to be prepared in such a way as to provide a straightforward, concise, delineation of capabilities to satisfy the requirements of this Solicitation. Expensive bindings, colorful displays, promotional materials, etc., are neither necessary nor desired. The proposal must be clear, unambiguous and unconditional. It should clearly commit you to entering into a lease with the Walker Basin Conservancy (WBC) as the Agent for the property owner to provide the commitments required by this Solicitation and offered in the proposal.

The submission of a proposal shall be deemed evidence that you are fully aware of the responsibilities of being a Lessee and have carefully examined State and Federal laws relating to Lease operation; possessory interest tax as related to Leases; the site(s) selected for said Lease; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form and the sample Lease agreement included herein.

I. EXECUTIVE SUMMARY

Provide a brief overview of the Respondent's management goals and qualifications for the Lease.

II. RESPONDENT INFORMATION

A. Respondent Identification

The Respondent shall identify the business or organization, as it will appear and a primary contact person for the Lease management and operation. This person shall be the sole point of contact for the Lessee and WBC. WBC will look solely to the awarded Respondent for the performance of all lease and contractual obligations, which may result from an award based on this Solicitation.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, LLC, or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the lease. A Nevada State Business License is required.

The experience and reliability of Respondent are considered in the evaluation process. Therefore, the Respondent is advised to submit any information that documents successful and reliable experience in past performances, especially those performances relating to the requirements of the Solicitation.

Each Respondent must include in its proposal a complete disclosure of any alleged significant prior or ongoing lease failures, any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. WBC reserves the right to reject any proposal based upon the Respondent's prior history with WBC or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet lease milestones or other lease or contractual failures.

C. Individual Information

Each individual, partner, member of joint ventures, officer of corporations, Lease manager, and holders of 25% or more of the company's shares (as applicable) must complete a copy of the Individual Information form AND complete and sign the Authorization to Release Information in Section III.

Provide a narrative describing the extent of your experience with special emphasis on your experience related to the subject Lease.

D. References.

Respondent references are used to confirm information provided by Respondents and to evaluate the Respondent's quality of experience and past performance. Please submit three references. Respondents should notify their references in writing that a representative from WBC may be contacting them.

For the purposes of this Solicitation, please provide the references from the following sources:

Business References: Name clients or other persons that most accurately reflect your performance and ability to fulfill lease obligations with other entities for the provision of goods and services.

Names of References and information obtained will remain confidential to the extent allowed by law.

III. PROPOSAL INFORMATION - OPERATIONS PLAN

Provide an Operations Plan that addresses the operations of the proposed lease and other elements of this Solicitation. For your information, each element of the Lease Proposal is described below. You may submit additional information to fully describe and enhance your proposal. As a condition of the lease award, the successful Respondent will be required to develop and maintain an operations plan to the satisfaction of WBC prior to the opening of the Lease. The plan will be incorporated as an exhibit to the lease and become an obligation of the

Lessee. Your operation plan should include the following elements. If and when accepted the final plan will be incorporated as an exhibit to the lease and become an obligation of the Lessee.

Organizational Structure: Provide an organization chart and staffing plan that can guide the operation and ongoing management of your Lease business.

The awarded Respondent will be the sole point of lease responsibility. WBC will look solely to the awarded Respondent for the performance of all lease or contractual obligations, which may result from an award based on this Solicitation.

Please refer to **Sutter Management Plan** for specifications for this project.

IV. PROPOSAL SUMMARY

The Proposal Summary should summarize your relevant experience, knowledge, and expertise, and your Operation Plan in 250 words or less.

V. PROPOSAL EVALUATION

After determining that a proposal satisfies the requirements of this Solicitation, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using *subjective judgment*. The award of the lease resulting from this Solicitation shall be based upon the proposal judged most favorable to WBC in accordance with the evaluation criteria stated below:

Experience, Expertise, and Reliability 25 Points

The experience and reliability of the Respondent are a prime consideration in the evaluation process. Therefore, the Respondent is advised to submit any information that documents successful and reliable experience in similar enterprises. The qualifications of both the organization (if applicable) and personnel proposed to perform the requirements of this Solicitation will be considered in the evaluation. Respondents will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this Solicitation. In addition, points are awarded for experience leasing with public agencies.

Operation Plan 30 Points

Proposals will be evaluated based on the Respondent's distinctive operation plan outlining personnel factors such as organization, personnel, and management capability. In addition, points will be awarded based upon the Respondent's demonstrated ability to implement the components of the plan.

Rental Offer 25 Points

The evaluation rental offers by the Respondents shall be assigned points in relation to the highest acceptable bid. There is no Minimum Bid.

Note: WBC reserves the right to reject lease offers it considers too low. Further, the highest lease offer received may not be considered acceptable. Respondents may be required to prove to the

satisfaction of WBC their ability to operate a successful business under their bid. Failure to prove this ability will be cause to disqualify the proposal.

Other Factors 20 Points

Factors not included in other criteria, which support a proposal as the “Best Responsible Respondent”. This could include factors as community service work and other supporting information provided.

TOTAL 100 points

PROPOSAL EVALUATION FORM

	MAX. POINTS	POINTS
Experience, Expertise and Reliability	25	_____
Proposal - Operations Plan	30	_____
Rental Offer	25	_____
Other Factors	20	_____
	TOTAL POINTS:	(Maximum 100)

The award of the lease resulting from the Solicitation shall be based upon the Respondent judged to be most favorable to Walker Basin Conservancy in accordance with the above criteria.

Evaluator: _____ Date: _____

PROPOSAL FORMAT

A completed Lease Proposal and a Proposal Bond will constitute your proposal. You must follow the format provided in the proposal package and respond to all questions and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "NOT APPLICABLE". Failure to properly complete the form may disqualify your proposal.

Proposals should be plainly marked on the outside of a sealed envelope: "PROPOSAL FOR SUTTER PASTURE LEASE".

Please submit an original plus four (4) copies [five (5) copies total] of your proposal on 8.5" x 11" paper.

- I. RESPONDENT INFORMATION
 - A. Respondent Identification
 - B. Business Information
 - C. Individual Information

- II. PROPOSAL - OPERATIONS PLAN
 - A. Organizational Structure
 - B. Employee Staffing and Training Plan

- III. PROPOSAL SUMMARY

- IV. CERTIFICATION OF PROPOSAL

- V. AUTHORIZATION

- VI. SUPPLEMENTAL INFORMATION

I. RESPONDENT INFORMATION

I-A Respondent Identification

BUSINESS NAME _____
(Exactly as it is to appear on the Lease Agreement)

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

LEASE MANAGER NAME _____

NEVADA STATE BUSINESS LICENSE NUMBER _____

CONTACT PERSON

NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

I.B. Business Information

Check the one box below that describes your type of business and complete/attach the associated information requested. Also attach an organization chart if appropriate.

SOLE PROPRIETORSHIP

PARTNERSHIP: Attach a complete copy of the Partnership Agreement. To qualify as a responsive Respondent, the Partnership Agreement shall be executed and binding upon each of the parties.

1. Date partnership established _____

2. Is the Partnership Agreement recorded: Yes: Date _____ Where _____; No

3. Has the partnership done business in Nevada? Yes. Date _____ No

4. PARTNER NAMES	ADDRESSES	NO. OF SHARES	GENERAL(G) or LIMITED(L)
_____	_____	_____	<input type="checkbox"/> G <input type="checkbox"/> L
_____	_____	_____	<input type="checkbox"/> G <input type="checkbox"/> L
_____	_____	_____	<input type="checkbox"/> G <input type="checkbox"/> L

5. Has a surety or bonding company ever been required to perform on the default of the corporation within the last ten (10) years?

Yes. Provide the information below for each default. No (proceed to next question)

Surety/Bonding Company Name

Bond Date

Bond Amount

Explain the circumstances surrounding each default and actions taken by the surety or bonding Company.

6. Has the corporation ever been adjudicated bankrupt or involved in pending bankruptcy matters?

Yes. Below, enter dates, court jurisdiction and amounts of liabilities and assets. No

7. Is the corporation presently a party to any pending litigation, liens or claims?

Yes. Below, enter detailed information for each legal action. No

8. Is the corporation subject to any outstanding claims, liens, or judgments?
 Yes. Below, enter details for each claim, lien or judgment No

9. Has the corporation defaulted on, been terminated for non-performance or breach of lease, or voluntarily abandoned or forfeited rights under a lease for services or Leases lease?
 Yes. Below, enter an explanation of circumstances and outcomes of each event.
 No

I. C. Individual Information.

Legal Name	Social Security No.
Residence Address	Phone No.
Business Address	Phone No.

PERSONAL HISTORY

1. Have you, individually, as a partner, joint venturer or as an officer of a corporation had a bond or surety canceled or forfeited within the last ten (10) years?
 Yes. Provide information below. No

Bond Company Name

Bond Date

Bond Amount

Explain the reason for each cancellation or forfeiture.

2. Have you individually, as a partner, joint venturer, or officer of a corporation been convicted of a felony crime in the last 10 years?
 Yes. Please explain. No

3. Have you or your spouse or any business that you owned or in which you were an officer or had an interest ever declared bankruptcy, been declared insolvent or bankrupt, filed for bankruptcy, or reorganization under Federal or State laws?
 Yes. Below, enter dates, court jurisdictions and amounts of liabilities and assets.
 No

4. Are you individually or is any partnership or joint venture in which you have been party currently involved in any pending litigation? Yes. Below, enter dates, violations and locations.
 No

WORK EXPERIENCE:

Attach a resume and narrative as necessary.

CERTIFICATION: I hereby certify under penalty of perjury that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed lease to be awarded by Walker Basin Conservancy.

Signature

Date

II. OPERATIONS PLAN

Add additional information if desired.

Please refer to the Sutter Management Plan for specifications for this project.

III. PROPOSAL SUMMARY
(Attach separate pages as necessary.)

IV. CERTIFICATION OF PROPOSAL

CERTIFICATION OF PROPOSAL TO
WALKER BASIN CONSERVANCY

Pursuant to Solicitation Request, dated January 31, 2018, for the development and operation for a Ranch Lease for operation at Sutter Ranch, Lyon County, Nevada, for the term of one (1) years with optional extensions, the undersigned Respondent hereby submits his/her proposal: SUTTER RANCH LEASE.

The Lease facility referred to herein is a portion of Sutter Ranch, located in Lyon County, NV, and it is to be planned, maintained and operated in accordance with the draft lease, and the provisions and specifications contained therein and by reference hereto made a part hereof. In the event I am the successful Respondent for the proposed lease, I will plan, finish, equip, operate, and maintain the Lease facilities in accordance with requirements of the draft lease. I will obtain and pay associated costs for all necessary licenses and permits.

The undersigned, as Respondent, declares that the only person or persons interested in this proposal as principals are those named herein. Respondent further affirms that this proposal is made without collusion with any other person, firm, or corporation; that Respondent has carefully examined the location of the Lease area, the terms, conditions, specifications and other stipulations hereinbefore or hereinafter set out in this Solicitation, as well as any other documents used by the parties in negotiating this award and the proposed Lease Agreement attached hereto. Respondent agrees, if this proposal is accepted, to enter into a lease with Walker Basin Conservancy to provide all necessary facilities, attendants, apparatus and other means of operation and to do any and all other acts in fulfilling the said lease requirements, terms, conditions, and specifications; and during the period that said Lease Agreement is in effect, he/she will pay therefore, without demand for each year:

_____ \$ _____ per acre per year for 265 acres of irrigated farm land +
\$ _____ per acre per year for 589 acres of range
for a total of \$ _____ per year.

If this proposal is accepted, said undersigned Respondent shall execute a Lease Agreement following the general guidelines stipulated in the attached sample Lease Agreement form. If the undersigned shall fail to execute a Lease Agreement within thirty (30) days after the Respondent has received notice from WBC or its duly authorized representative that the lease is ready for signature, WBC may determine that the Respondent has abandoned the lease; thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate; and the same shall be property of WBC of Nevada.

Accompanying this proposal is Respondent's Bond or Cashier's Check in the amount of One thousand dollars (\$1,000.00) as a guarantee that, if the proposal is accepted, Respondent will execute the Lease Agreement. Should Respondent fail to execute said Lease Agreement within 30 days, the Proposal Bond will be forfeit.

A part of this proposal is a completed and verified financial statement and fully answered questionnaire, which has been verified.

I/We hereby certify that all responses and information provided in connection with this proposal are true to the best of my/our knowledge and belief, and I/we understand and agree that any misstatement or omission of any material fact may cause forfeiture on my/our part of all rights to the proposed agreement to be awarded by Walker Basin Conservancy.

I/we hereby respectfully submit this proposal, including all required documents and statements. I/we represent that the signatures hold the positions set forth below signatures and are authorized to execute this proposal.

If the Respondent is a corporation, state legal name of corporation, address state of incorporation, person designated for service of process, names of the directors, president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Respondent is an individual, state first, middle and last name in full:

Signature		Position Title	Phone No.
Printed Name	Date	Fax No.	Email address
Address	City/State/Zip Code		
Signature		Position Title	Phone No.
Printed Name	Date	Fax No.	Email address
Address	City/State/Zip Code		
Signature		Position Title	Phone No.
Printed Name	Date	Fax No.	Email address
Address	City/State/Zip Code		

V. AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I/my company have (has) submitted a proposal to the Walker Basin Conservancy (WBC), for a Lease operation. I hereby authorize WBC to release or discuss any or all information contained in my response(s) to the Solicitation with indicated references, financial institutions and other individuals or business associations whose identities have been disclosed by me or if not disclosed by me, any relevant individual or business entity, including other government entities, who may reasonably have information that will verify the contents of my proposal. This process may be necessary for WBC to verify information submitted by me in the above-referenced proposal.

Respondent Signature

Date Signed

Printed Name

Position/Title

Company Name (if applicable)

VI. SUPPLEMENTAL INFORMATION/ATTACHMENTS

ATTACHMENT A

WALKER BASIN CONSERVANCY

PITCHFORK PASTURE MANAGEMENT PLAN

Grazing management

WBC intends to manage the area for multiple purposes, including wildlife and recreation. With this management concept in mind, the pasture should be leased for a maximum of 800 AUM's annually. Turnout date and pasture rotation will be left up to the Lessee. Generally, the rotation should be faster in the spring and slower towards the fall.

Other pasture management strategies to pursue include: mowing the areas where the rank Tall Wheatgrass has become dominate to increase its utilization, dragging the pasture yearly to spread manure and increase growing space, clipping the pasture to a uniform height after grazing to encourage vegetative growth and eliminate forage seed heads.

Irrigation

The majority of the pasture needs to be irrigated about every 20 days during the cool part of the growing season: April 1st to June 1st and September 15th to November 1st. During the period of peak consumptive use (June 15th through September 15th) the area needs to be irrigated approximately every 10 days. This frequency is based on the soils ability to hold water and the amount of water the plants use. These numbers should be used as a guide. Frequent irrigation in the spring would be wasteful.

Weed Control

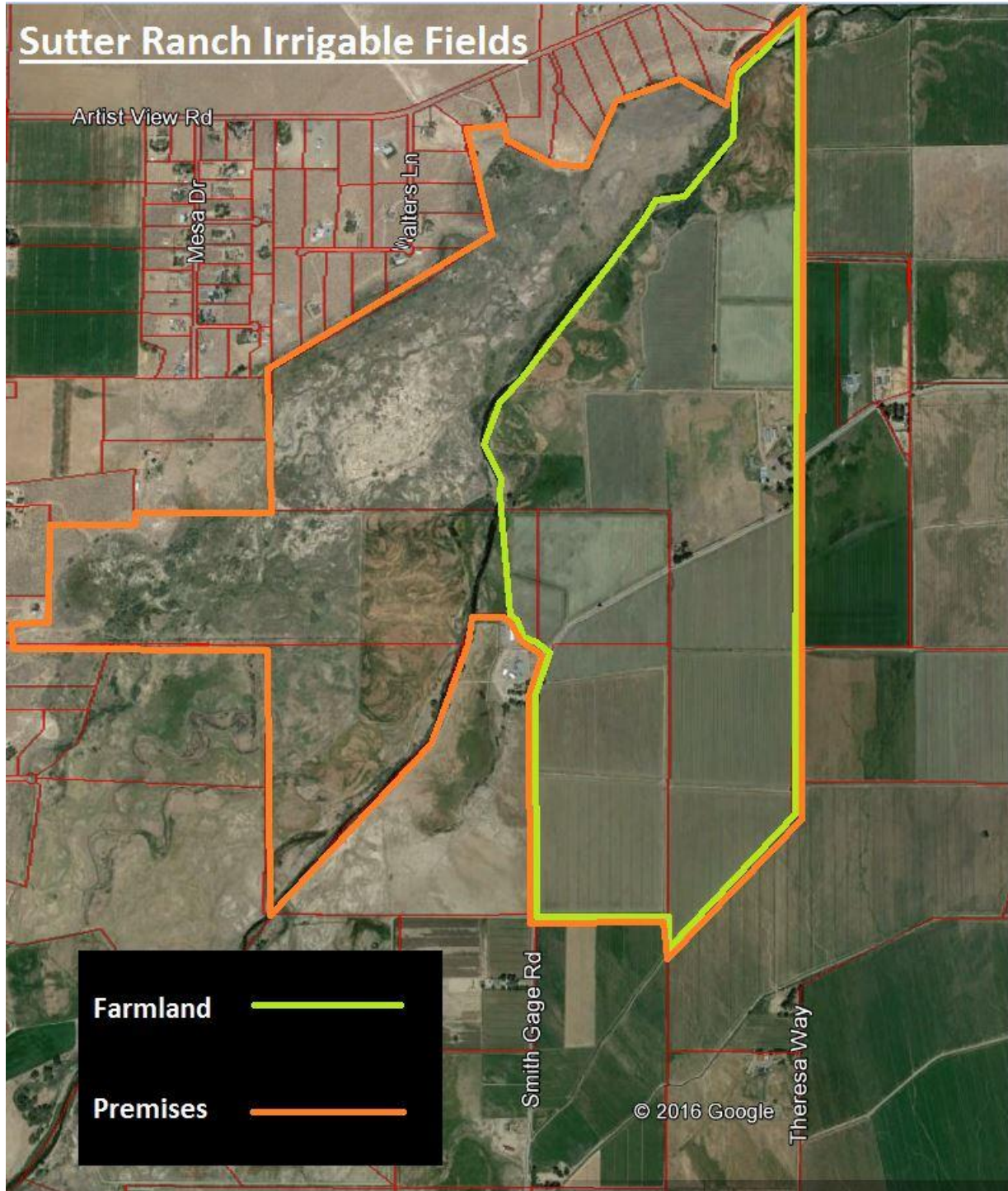
Perennial pepperweed (also known as tall whitetop) has expanded in Lyon County and is present in some of the pasture and riparian corridor. This weed, and other noxious weeds such as Bull Thistle and Yellow Starthistle, outcompete both native vegetation and crops threatening not only agriculture, but wildlife habitat, water quality, and recreation areas. It is recommended that these areas be treated with the appropriate herbicide, with special attention to high risk areas along the river and irrigation ditches.

Field Restoration

Some previously cultivated agricultural fields are being actively re-vegetated to a natural grass and shrub component. Every effort should be made to keep cattle from entering these areas while restoration is taking place.

Exhibit A: Sutter Leased Area

APNs 010-291-054, 010-291-055, 010-291 056, 010-291-058, and 010 321-016



Walker Basin Conservancy

GRAZING LEASE AGREEMENT
SUTTER RANCH
LYON COUNTY, NEVADA

WATER RIGHTS AVAILABLE FOR LEASE TERM SUBJECT TO AVAILABILITY

Court Claim	WRID Ref Card	Date of Priority	Diversion Rate CFS	Assessed Acres	Factor	Supplemental AF	New Land AF
51	59271	1863	0.5358	33.4890		-	-
		1865	1.1609	72.5600		-	-
		1875	0.0892	5.5810	0.2534	1.4142	-
			1.7859	111.6300		1.4142	
		NEWL	-	23.4700	1.5444	-	36.2471
51	59272	1863	0.1935	12.0990		-	-
		1865	0.4194	26.2150		-	-
		1875	0.0322	2.0160	0.2534	0.5109	-
			0.6451	40.3300		0.5109	
51	59273	1863	0.3825	23.9130		-	-
		1865	0.8289	51.8120		-	-
		1875	0.0637	3.9850	0.2534	1.0098	-
			1.2751	79.7100		1.0098	
51	59274	1863	0.3473	21.7110		-	-
		1865	0.7526	47.0410		-	-
		1875	0.0578	3.6180	0.2534	0.9168	-
			1.1577	72.3700		0.9168	
112	59275	1863	3.4700	216.9000		-	-
		1880	3.6800	230.0200	0.7920	182.1758	-
111		1862	0.0030	0.2500		-	-
		1863	0.2300	19.1700		-	-
		1868	0.0400	3.0300		-	-
		1878	0.0800	7.0600	0.4039	2.8515	-
			7.5030	476.4300		185.0274	
		NEWL	-	31.5600	1.5444	-	48.7413
	TOTAL		12.3668	780.4700		188.8791	
		NEWL	-	55.0300		-	84.9883

LEASE OF LAND FOR PASTURING AND GRAZING OF CATTLE

THIS LEASE AGREEMENT ("**Lease**") is made and entered into this ___ day of _____, 2018 (the "**Effective Date**"), between Walker Basin Conservancy ("**Owner**") and _____ ("**Lessee**").

WHEREAS, Owner owns approximately 265 acres of irrigated farm land, and 589 acres of range for a total of approximately 854 acres of land in the Walker River basin, Lyon County, Nevada, which is a portion of the property known as the Sutter Ranch together with surface water rights ("**Premises**" and "**Water Rights**" more particularly defined herein), which Owner holds and manages consistent with the purposes of conservation, protection, or enhancement by and for the public of natural, scenic, historic, scientific, educational, inspirational, or recreational resources under 16 U.S.C. §3703(c), and with protection of the ecological health of the Walker River and the riparian and watershed resources of the East Walker River (Public Law 111-85 §208(a)(1)) ("**Conservation Purposes**"); and

WHEREAS, the Owner is entering this Lease as a management tool to be implemented in conjunction with Owner's implementation of a master plan for revegetation of previously cultivated lands; and

WHEREAS, Lessee has cattle for which Lessee desires to have certain grazing and pasturing rights ("**Animals**").

FOR AND IN CONSIDERATION of the mutual covenants contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. PREMISES AND TERM

A. Owner hereby leases to Lessee the pastures identified in **Exhibit A**, attached hereto and incorporated herein by reference ("**Premises**"). The acreage of the Premises is 265 acres of irrigated farm land, and 589 acres of range, for a total of approximately 854 acres. Acreages listed here are minimum estimates; additional acres may be available for short-term grazing if it meets restoration goals and at Owner's discretion.

B. The Premises are leased solely for agricultural uses including the cultivation and harvest of crops or the pasturage and grazing of livestock and all activities normal and reasonable as incident thereto and no deviation or change of use shall be made unless and until first approved in writing by Owner, and any deviation or change must be consistent with Owner's implementation of its master plan revegetation.

C. This Lease shall commence upon signature by both parties and terminate at midnight on **February 28, 2019**, unless earlier terminated as provided in this Lease (“Grazing Period”). The term of this Lease shall not be extended or renewed other than pursuant to a further written agreement executed by Owner and Lessee.

SECTION II. RENTAL RATES

A. Lease fees were established through the bidding process for _____ (\$_____.00) per acre per year.

B. Lessee shall pay lease fees by April 30th for the annual lease term commence in March and ending February 28, 2019. Payment shall be made payable to **Walker Basin Conservancy, 615 Riverside Drive, Suite C, Reno, NV 89503**, or to such other address as Owner may designate in writing. In the event a payment is not made within ten days of the due date, Lessee shall pay a late charge on said unpaid fee at the rate of one and one-half percent (1 ½%) per month from the due date thereof until the date of payment.

SECTION III. ANIMAL MANAGEMENT

A. For purposes of this Lease, an AUM shall be defined as:

.75 AUM = One calf 6 months to one year or yearling for one month;

1 AUM = One cow with or without calf (less than 6 months old) or one Steer for 1 month;

1.25 AUM = One cow with calf (more than 6 months old) or one Steer (weight over 1,000 lbs) for one month; and

1.25 UM = One bull for one month.

B. **Premises Grazing Period.** Lessee will be entitled to harvest crops, graze fields with Cattle, or a combination of the two at the discretion of the Lessee subject to the terms of the Lease. The expected stocking rate for AUMs grazing the Premises will not exceed 800 AUMs unless approved by Owner. Adjustments in stocking rates may be necessary based on forage conditions or restoration goals and will be made at Owner’s discretion and only if consistent with Owner’s implementation of its master plan for revegetation.

D. **Pasture Management Plan.** Grazing use of the Premises is to be in accordance with the **Pasture Management Plan, Exhibit B**, as interpreted by Owner. If necessary, the plan may be modified due to conditions including but not limited to weather, forage conditions, pasture conditions, and construction. All decisions of the Owner and Owner are binding on the Lessee.

Changes in turnout dates, AUM's or rotation schedules will be discussed with Owner prior to making modifications.

E. **Turn-out Date.** Lessee agrees to begin movement of Animals onto pastures each year at times to be coordinated with the Owner under guidance of the recommendations set forth in the Pasture Management Plan and the condition of pastures.

F. **Livestock Movement.** Lessee agrees further that Owner will be given a minimum two (2) days' notice when moving livestock in or out of the pastures. Lessee is required to abide by NRS Chapter 565 regarding brand inspection, including the provisions for inspection regarding out of state cattle (NRS 565.090), and will record the number of cows, calves, bulls or other livestock, in/out dates and totals for each pasture at a place designated by the Owner, so that both parties will have a true and correct count. If requested, Lessee will provide a record of brand inspection when the livestock are brought upon the property.

G. **Problems.** Lessee agrees to keep in contact with the Owner or Owner to discuss any problems that may develop.

H. **Health of Livestock.** All animals grazed upon the Premises must be disease free. Owner reserves the right to require a veterinarian's inspection and certificate concerning any and all Animals at any time and at Lessee's sole expense. Only heifers that have received vaccination for brucellosis may enter the Premises. It is also recommended that steers have the 8-way vaccination including protection for blackleg and that bulls be vaccinated for trichinosis.

I. **Inspection for Weeds.** Owner reserves the right to inspect the feeding premises occupied by Animals prior to introduction to the Premises. If the feeding premises harbor noxious or otherwise invasive weeds, Owner reserves the right to require that the animals be dry-lotted for a minimum of 10 days prior to introduction onto the Premises.

J. **Sick or Dead Livestock.** Owner will not be liable for sickness or death of any livestock. Lessee agrees to furnish his own equipment for removal of dead animals and animal parts to a location determined by the Owner. Owner agrees to allow Lessee to dig a burial pit for said animals at a location approved by Owner. Lessee will be required to cover animal burials with soil or chemicals.

K. **Inspection.** Lessee, or an assigned Owner, is required to inspect the Animals and Premises no less frequently than every week to assure compliance with the Lease Terms.

L. **Strays.** Lessee will take every reasonable step to prevent Animals from straying upon adjoining properties and will assume all responsibility for damages caused by or incurred by

Animals straying on to adjoining property and will repair or rectify all damages to adjoining property.

SECTION IV. USE OF LAND & WATER APPURTENANT TO THE LAND

A. **Water.** Owner agrees to grant to the Lessee the right to use limited decree and storage water and water rights from the Walker River, subject to availability, as described in **Exhibit C** attached hereto and incorporated by reference, for irrigation of the Premises during the term of the Lease. Lessee will be responsible for any and all irrigation and ditch maintenance necessary in order to receive water from these sources for the duration of the Lease. Owner also makes no warranty as to the condition of ditches, or the quantity or quality of available stock water or water that irrigates the pastures.

B. **Maintenance.** Lessee will maintain exterior property line fences and gates in good repair. Lessee will promptly repair fences damaged by livestock, furnishing material and labor needed to make repairs. Repairs completed by Lessee must be equal to standard fence repair and approved by Owner. Owner makes no warranty as to the condition of ditches, canals, fences, corrals, or other equipment, fixtures, improvements appurtenant to the Premises.

C. **Riparian Corridors.** Lessee shall keep all Animals off of the riparian corridors of the Premises (which, for the purposes of this Lease, shall be deemed to refer to the one hundred and fifty (150) meter area extending in any direction from any water bank located within the Premises or where existing fences are). Small water gaps that will allow cattle to access drinking water are allowed.

D. **No Structures.** Except as provided in subsection E, below, Lessee shall not build, move, modify, or remove any structures of any character upon the Premises, nor undertake any ground disturbing activities (other than the activities expressly authorized in this Lease) without the prior, express and written consent of Owner.

E. **Fences.** Lessee shall, at its own expense, build neat, stock-proof, lawful fences and gates where necessary, and shall keep such fences and gates in good repair to the satisfaction of Owner. Lessee shall provide material and labor to construct electric fences that will be constructed upon to existing fences to keep cattle from accessing the River, except for small water gaps that will allow cattle to access drinking water. At the termination of this Lease, unless otherwise instructed by Owner or Owner, Lessee shall remove any fences built by Lessee.

F. **Costs.** Lessee hereby acknowledges that, except as expressly set forth herein, the cost and labor associated with the grazing of Animals, furnishing of water or utilities and other services at the Premises, and otherwise operating the Premises as contemplated hereunder shall

be borne exclusively by Lessee. Without limiting the generality of the foregoing, Lessee hereby acknowledges that it shall be solely responsible for paying any of Lessee's employees and independent contractors, and Lessee hereby agrees to indemnify, hold harmless and defend Owner and Owner from and against any claims, damages or liability arising out of any of the foregoing.

G. **Express Purposes.** The Premises shall be used by Lessee solely and exclusively for the purposes expressly set forth herein, and neither the Lessee nor any of the Lessee's Owners, invitees, or assigns shall engage in activities on the Premises that are not expressly contemplated by this Lease or otherwise agreed to in writing by the Owner.

H. **No Sublet.** Lessee shall not sublet or permit others to use the Premises.

SECTION V. INSURANCE AND INDEMNIFICATION

A. **Insurance.** Lessee agrees to provide, at its sole cost and expense, proof of insurance coverage that equals or exceeds the coverage detailed in **Exhibit D** attached. The insurance certificate shall list Owner as primary insured and Owner as additional insured. Lessee will provide proof of insurance prior to accessing the Premises.

B. **Indemnification.** Lessee agrees to indemnify, defend and hold harmless Owner and Owner from any loss of or damage to any property of any third person, the Property, injury to, or death of any person whomsoever caused, or found to be caused, by reason of Lessee's operations, a breach by Lessee of any covenant, representation or warranty under this Lease, or the presence of any Hazardous Substances at the Premises, as such term is defined below.

SECTION VI. GENERAL PROVISIONS

A. **Conservation Practices; Hazardous Substances.** The use of the Premises shall be in accordance with the Conservation Purposes. Lessee shall fully comply with all federal, state and local laws and regulations applicable to air emissions, water pollution, hazardous waste, hazardous materials, toxic materials, and underground storage tanks. Lessee shall not allow on the Premises any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation ("**Hazardous Substances**"). If such a release should occur, Lessee shall immediately notify Owner of the same. Furthermore, in such event, Lessee shall promptly remove and clean up any such leakage, spillage or release, at its own cost, and Lessee shall accomplish such removal and clean-up in strict compliance with all applicable laws, codes and regulations. Lessee shall immediately notify Owner if Lessee receives notice of intent to sue, notice of violation, citation, warning or similar notification arising out of operations on the Premises. Lessee shall not use all or any part

of the Premises for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable law, nor shall Lessee permit or suffer any other party to use all or any part of the Premises for any purpose forbidden herein.

B. **Compliance with Applicable Laws.** Lessee shall procure and maintain for the duration of this Lease any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Lessee to fulfill the Lease terms. Lessee will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Personal property taxes are the responsibility of Lessee in accordance with NRS 361.157 and 361.159.

C. **No Partnership.** Nothing contained herein shall be construed to convey or create joint venture or partnership of any kind, or any relationship between the parties other than that of landlord-tenant.

D. **Non-Exclusive Access.** Nothing contained herein shall be construed to preclude Owner or Owner from enjoying full access to the Premises for the proper management of all wildlife activities, ensuring the Premises is being used in a manner consistent with the Conservation Purposes, and the construction, repair, and supervision of dikes, dams, and the flooding of such areas, or fencing portions of the Premises for the betterment of wildlife habitat; provided, however, that nothing in this subsection D shall be interpreted to create any obligations on Owner or Owner to repair, maintain or monitor the Premises.

E. **Labor and Materials.** Pursuant to NRS 108.234, Owner hereby informs Lessee that Lessee must comply with the requirements of NRS 108.2403 with respect to any work or alteration Lessee performs or causes to be performed at the Premises. Lessee acknowledges the requirements thereunder with respect to Lessee's recording of a notice of posted security in the Official Records of Lyon County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant thereto or (ii) furnishing and recording, in accordance therewith, a surety bond for the prime contract for Lessee's work that meets the requirements of NRS 108.2415. The parties acknowledge that Owner is intended to be a "disinterested owner" as defined in NRS 108.234(7) with respect to any and all alterations, or any other work of construction, alteration, or repair of any improvement that Lessee performs or causes to be performed at the Premises. Accordingly, Lessee shall comply with all requirements set forth in NRS 108.2403 and 108.2407. Without limiting the generality of the forgoing, prior to commencing any alterations or any other work of construction, alteration, or repair of any improvement on the Premises, Lessee shall deliver to Owner (i) a conformed copy

of the recorded notice of posted security recorded pursuant to NRS 108.2403(1)(a), containing the information required by NRS 108.2403(2) and showing the County Recorder's applicable recording information; (ii) written evidence confirming that Lessee has either established such construction disbursement account or obtained and recorded such surety bond pursuant to NRS 108.2403(1)(b); and (iii) the name, address, and telephone number of Lessee's prime contractor for such work, which shall be delivered within five (5) days of Lessee and such prime contractor entering into a contract for such work

F. **Inspection & Audit.** Lessee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Owner or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Lessee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Lessee including financial statements and supporting documentation, and documentation related to the operations of the Lease shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Lessee where such records may be found, with or without notice by Owner or Owner's contracted examiners. All books, records, reports, and statements relevant to this Lease must be retained for a minimum of five years. The retention period runs from the date of termination of the Lease. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

G. **Termination.**

1. **Termination Without Cause.** This Lease may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause. Lessee understands that this grazing lease is a privilege and that livestock grazing is a management tool for the Owner. If livestock grazing is not beneficial to the Premises at any time, Owner can elect not to reoffer the grazing lease or can elect to terminate the Lease. In the event of a unilateral termination, termination shall be effective upon sixty (60) days' written notice delivered to the other party at the address provided in Paragraph N.

2. **Termination with Cause.** This Lease may be terminated by either party for cause upon fifteen (15) days' written notice delivered to the other party at the address provided in Paragraph N. For purposes of this Lease, the phrase "for cause" means any of the following events: (i) any act by Lessee of fraud, embezzlement, misappropriation or any other act of dishonesty, whether with respect to Owner, Owner, or any other party; the commission of any

crime by Lessee, whether or not any criminal or civil charges are filed in connection therewith and whether performed in connection with the Services or otherwise, in any location; and any conduct that is or is likely to be injurious to the reputation, good will, or good standing in the community of Owner or Owner; (ii) Lessee's breach or default of any of his obligations under this Lease; (iii) If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Lessee to comply with any requirements of this Lease is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; (iv) any act or omission by Lessee that could subject Owner or Owner to civil or criminal liability or fine or the loss of any license or permit required to conduct its business; (v) if it is found by Owner or Owner that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Lessee, or any Owner or representative, to any officer or employee of Owner or Owner with a view toward securing a lease or if it is found that Lessee has failed to disclose any material conflict of interest relative to the performance of this Lease; and/or (vi) any continuing conduct or behavior that Owner or Owner deems to be detrimental or injurious to the welfare of Owner or Owner, or any of its employees, that is not corrected, or continues, after one written warning.

3. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

4. **Winding Up Affairs Upon Termination.** In the event of termination of this Lease for any reason, the parties agree that the provisions of this paragraph survive termination. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Lease. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination. In the event of termination with Cause, Lessee shall not be entitled to return of rent. In the event of unilateral termination by Owner without cause, Lessee's sole remedy shall be prorated return of rent.

H. **Assignment or Sublease.** The Lessee shall not assign any of its rights nor delegate any of its duties under this Lease except on the prior written consent of Owner. Owner may at any time and without Lessee's consent assign this Lease in whole or in part to any successor or assignee of Owner, and Lessee shall attorn to such successor or assignee as the Owner hereunder.

I. **Surrender of Premises.** Upon the expiration or earlier termination of the term of this Lease, Lessee shall surrender and give up the Premises to Owner or Owner, and shall remove all crops, materials, equipment, and other property belonging to the Lessee. Upon failure to remove

said items within 30 days of termination or surrender, they shall become the property of Owner for disposal as Owner sees fit.

I. **No Waiver.** The failure of either party to this Lease to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

J. **Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

K. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either Owner, Owner, or Lessee except to the extent incorporated in this Lease.

L. **Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

M. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

N. **Notice.** Any notice required or permitted under this Lease shall be made in writing and shall be deemed effective when mailed by United States registered mail, return receipt requested, or when delivered by personal service or when delivered by national courier service with receipt required. For purposes of any notice pursuant to this Lease, the addresses of the Parties are:

ADDRESS OF OWNER: Walker Basin Conservancy
Attn.: Jeff Bryant, Executive Director
615 Riverside Drive, Suite C, Reno NV 89447
Telephone: (775)463-9887

ADDRESS OF LESSEE:

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date referenced above.

OWNER
WALKER BASIN CONSERVANCY AS OWNER

BY: Jeff Bryant
Its: Executive Director

LESSEE:

BY:
Its:

DRAFT

Exhibit A: Premises

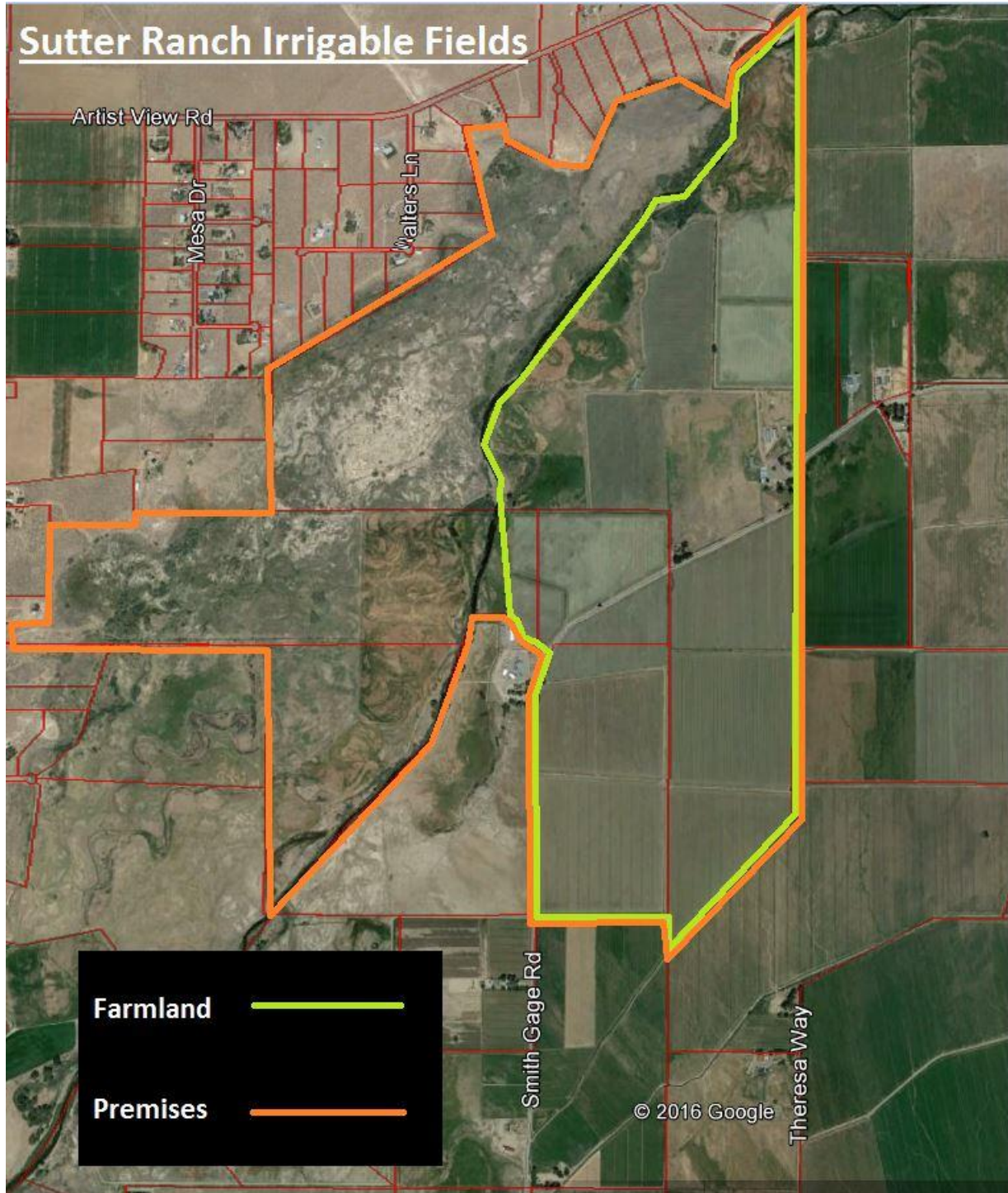


Exhibit B. Pasture Management Plan

1. Grazing management

WBC intends to manage the area for multiple purposes, including wildlife and recreation. With this management concept in mind, the pasture should be leased for a maximum of 100 AUM's annually (adaptive management can be allowed in adjusting the number of cattle to achieve specific management objectives with annual climatic conditions). Turnout date and pasture rotation will be left up to the Lessee. Generally, the rotation should be faster in the spring and slower towards the fall.

Other pasture management strategies to pursue include: mowing the areas where the rank Tall Wheatgrass has become dominate to increase its utilization, dragging the pasture yearly to spread manure and increase growing space, clipping the pasture to a uniform height after grazing to encourage vegetative growth and eliminate forage seed heads.

2. Irrigation

The majority of the pasture needs to be irrigated about every 20 days during the cool part of the growing season: April 1st to June 1st and September 15th to November 1st. During the period of peak consumptive use (June 15th through September 15th) the area needs to be irrigated approximately every 10 days. This frequency is based on the soils ability to hold water and the amount of water the plants use. These numbers should be used as a guide. Frequent irrigation in the spring would be wasteful.

3. Weed Control

Perennial pepperweed (also known as tall whitetop) has expanded in Lyon County and is -present in some of the pasture and riparian corridor. This weed, and other noxious weeds such as Bull Thistle and Yellow Starthistle, outcompete both native vegetation and crops threatening not only agriculture, but wildlife habitat, water quality, and recreation areas. It is recommended that these areas be treated with the appropriate herbicide, with special attention to high risk areas along the river and irrigation ditches.

4. Field Restoration

Some previously cultivated agricultural fields are being actively re-vegetated to a natural grass and shrub component. Every effort should to be made to keep cattle from entering these areas while restoration is taking place.

**Exhibit C: Water Rights for Premises
Subject to Availability**

Court Claim	WRID Ref Card	Date of Priority	Diversion Rate CFS	Assessed Acres	Factor	Supplemental AF	New Land AF
51	59271	1863	0.5358	33.4890		-	-
		1865	1.1609	72.5600		-	-
		1875	0.0892	5.5810	0.2534	1.4142	-
			1.7859	111.6300		1.4142	
		NEWL	-	23.4700	1.5444	-	36.2471
51	59272	1863	0.1935	12.0990		-	-
		1865	0.4194	26.2150		-	-
		1875	0.0322	2.0160	0.2534	0.5109	-
			0.6451	40.3300		0.5109	
51	59273	1863	0.3825	23.9130		-	-
		1865	0.8289	51.8120		-	-
		1875	0.0637	3.9850	0.2534	1.0098	-
			1.2751	79.7100		1.0098	
51	59274	1863	0.3473	21.7110		-	-
		1865	0.7526	47.0410		-	-
		1875	0.0578	3.6180	0.2534	0.9168	-
			1.1577	72.3700		0.9168	
112	59275	1863	3.4700	216.9000		-	-
		1880	3.6800	230.0200	0.7920	182.1758	-
111		1862	0.0030	0.2500		-	-
		1863	0.2300	19.1700		-	-
		1868	0.0400	3.0300		-	-
		1878	0.0800	7.0600	0.4039	2.8515	-
			7.5030	476.4300		185.0274	
		NEWL	-	31.5600	1.5444	-	48.7413
	TOTAL		12.3668	780.4700		188.8791	
		NEWL	-	55.0300		-	84.9883

Exhibit D. Insurance

- 1. Liability Insurance.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and naming both Owner as primary insured and Owner as additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of an act or omission of Lessee, or its Owners, employees, servants or invitees as it relates to the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. The policy shall not contain any intra-insured exclusions as between insured persons or organizations. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation under the Lease. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Owner/Owner, whose insurance shall be considered excess insurance only, in accordance with the terms and conditions of Lessee's policy(s).
- 2. Lessee's Property.** Lessee shall be responsible for all Lessee's personal property and trade fixtures. Lessee may self-insure or secure insurance through a third-party licensed to provide insurance in the State of Nevada. The proceeds from any such insurance shall be used by Lessee for the replacement of such personal property or trade fixtures. Upon request from Owner or Owner, Lessee shall provide written evidence that such insurance is in force. Owner/Owner make no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.
- 3. Workers Compensation.** Lessee shall obtain and keep in force Workers Compensation insurance as may be required by Nevada law including a Waiver of Right to Recover from Others Endorsement (WC 00 01 13) naming Owner and Owner.
- 3. Automobile Liability.** Lessee shall obtain and keep in force an Automobile Liability policy of insurance with a limit of \$1,000,000 combined single limit per occurrence.
- 4. Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by Owner. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the commencement of the Term, deliver to Owner certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. Lessee shall ensure that no such policy shall be cancelable or subject to modification except after 30 days prior written notice to Owner. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Owner with evidence of renewals or "insurance binders" evidencing renewal thereof. If Lessee shall fail to procure and maintain the insurance required to be carried by it, Owner may, but shall not be required to, procure and maintain the same at Lessee's cost. At no time during the term of this Lease shall Lessee have a gap in its insurance coverage.
- 5. Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee does hereby release and relieve each of Owner and Owner, and waives its right to recover damages against Owner/Owner, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto.

DRAFT

NOTICE INVITING PROPOSALS FOR A LEASE AGREEMENT FOR A
PASTURE LEASE AT SUTTER RANCH, LYON COUNTY

The Walker Basin Conservancy (WBC) intends to award a new Lease through this Request for Proposal (RFP) for the operation and management of pasture lease at Sutter Ranch in Lyon County.

RECEIPT OF PROPOSALS: Bids will be accepted on a price per acre basis. Your Proposal, including the Proposal Bond, must be received by **2 p.m. on Monday, February 26, 2018** at:

Walker Basin Conservancy
1 Hwy 95A East
Yerington, NV 89447

The selected bidder will be notified no later than **Monday, March 5, 2018**.

DESCRIPTION OF PROJECT: Sutter Ranch is located in Smith Valley, in Lyon County Nevada.

WBC is pursuing a one year pasture lease at the Sutter property. The acreage under the lease will be 265 acres of irrigated farm land, and 589 acres of range for a total of approximately 854 acres. The Lessee will be entitled to harvest crops, graze fields with cattle [up to 800 auM], or a combination of the two at the discretion of the Lessee subject to the terms of the Lease. Additional acres may be available for short-term grazing if it meets restoration goals and at WBC's discretion.

DURATION OF LEASE: WBC will accept proposals for a one (1) year pasture lease. It is anticipated that the lease will be effective beginning March 2018 and terminating February 28, 2019. This term may be extended to meet restoration goals and at WBC's discretion.

RFP INFORMATION PACKETS: RFP information packets are available through our website <http://www.walkerbasin.org> or:

Amy Gladding
Walker Basin Conservancy
1 Hwy 95A East
Yerington, NV 89447
EMAIL: amy.gladding@walkerbasin.org

SELECTION PROCESS: All responses will be evaluated for form and content in accordance with the requirements of this Solicitation by a Lessee Evaluation Committee. The Lessee Evaluation Committee will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and the Proposal Evaluation Criteria and Form. Proposals not containing all of the items requested in the Lease Proposal form may be rejected.