Department of Conservation and Natural Resources
James Lawrence Director
Dominique Etchegoyhen, Deputy Director

STATE OF NEVADA Off-Highway Vehicles Program

901 South Stewart Street, Suite 1003 Carson City, Nevada 89701 Telephone (775) 684-2794 Facsimile (775) 684-2715 OHV.NV.GOV



NEVADA OFF-HIGHWAY VEHICLES PROGRAM NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

NEVADA OHV GRANT APPLICATION

(REQUEST FOR GRANT APPLICATIONS, APPENDIX A)

APPLICATIONS DUE:

December 19, 2022 at 5:00 PM, PST

SUBMIT: ONE FULL COLOR COPY
BY MAIL OR HAND DELIVERY
(8.5" X 11" ONLY. MAPS MAY BE 11"X17" NO LARGER)

<u>AND</u>

ONE SINGLE ELECTRONIC FILE; PDF VIA EMAIL NNarkhede@ohv.nv.gov OR MEMORY DEVICE ENCLOSED WITH APPLICATION

TO: NEVADA DEPT. OF CONSERVATION AND NATURAL RESOURCES
OFF-HIGHWAY VEHICLES PROGRAM
ATTN: NIKHIL NARKHEDE
901 S. STEWART STREET, SUITE 1003
CARSON CITY, NV 89701

NEVADA OFF-HIGHWAY VEHICLES PROGRAM GRANT APPLICATION

Nevada Commission on Off-Highway Vehicles Nevada Department of Conservation and Natural Resources

This application has FIVE sections which are all REQUIRED to be filled out in full. To avoid disqualification, all application areas must be concise and complete; certifications must be signed and dated.

SECTION I - PROJECT AND APPLICANT INFORMATION

1. Project Name: Old Highway 93 OHV Staging Facility

2. Project Timeline: February 2023 - January 2024

3. Applicant Name: Reed Perkins

Mailing address: PO Box 640 Alamo, NV 89001

Phone: 775-271-0368

Email: AdventuresNV10@gmail.com

4. Classification of Applicant: (check one)

(Chairperson/President/Authorized Official)

- o Federal o State o County o Local/Municipal o Other:_____
- o Partnership o Non-profit o for Profit X Individual

If the applicant is a corporate or legal entity, proof of good standing in the entity's state of incorporation is required. NAC 490.1345 (Note: grantees must have the capacity to implement and accomplish proposed project and properly administer awarded funds).

Applicant Signature Date

5. Project Manager: Reed Perkins

Mailing address: PO Box 640 Alamo, NV 89001

Phone: <u>775-271-0368</u>

Email: Adventures NV10@gmail.com

Alternate Contact: Ashlee Perkins

Mailing address: PO Box 640 Alamo, NV 89001

Phone: 702-371-7902

Email: Ashleevw5@gmail.com

6. Classification of Land Control: (check all that apply)

o Federally managed public land	X Private Land	o County o City	
o Other			

X Lease; Attach copy of lease with expiration date.

o R&PP; Attach copy of lease with expiration date.

If the proposed project is to be carried out on public land, attach any applicable written agreement with any government entity having jurisdiction over that land, including permits, leases, easements, and rights-of-way. NAC 490.135

7. Landowner: <u>David M & Earlene Williams Trust</u>

Mailing address: PO Box 335492 North Las Vegas, NV 89033

Phone: <u>(702)</u> 682-0007

Email: Marcandearlene@hotmail.com

8. THE LANDOWNER MUST PROVIDE A LETTER STATING THAT:

David M. & Earlene Williams Trust

12/18/2022

Nevada Off-Highway Vehicles Program
Department of Conservation and Natural Resources
901 S. Stewart Street, Ste 1003
Carson City, Nevada 89701

RE: Old Highway 93 OHV Staging Area Project

Dear Commissioner's:

The above stated off-highway project has our approval as of 12/18/2022

I have read the Request for Grant Application package and attachments; I agree with the application and the terms of the grant. I am committed to maintaining the facility and will allow for motorized access to those facilities for 25 years or the normal life of the project, whichever is greater. I agree to provide any match or other tasks in the application that are assigned to me.

As owner of the subject land, I hold interest that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion.

The project is located on private land and is in conformance with the appropriate land management permits, licenses, clearances, and Federal environmental analyses documentation necessary to comply with local, state and/or federal laws specifically, NRS 490.069.

If you have any questions or concerns, please contact me at (702) 682-0007 or by email at Marcandearlene@hotmail.com

Sincerely,

David M. Williams, Landowner David M. & Earlene Williams Trust PO Box 335492 North Las Vegas, NV 89033 (702) 682-0007

9. PROJECT COSTS:

(Grant request and matching funds directly related to the project)

State OHV Grant Request: \$288,365

Matching Funds: \$52,000

Total Project Amount: \$349,365

What are the sources or Partners for your leveraged (matching) funds?

o Federal X Private X In-kind o City/County o Other

Please <u>describe</u> additional funding source(s):

To maintain, keep secure and ensure the site and trails are in optimal condition my family, friends and I will be volunteering time and energy on a weekly basis. We also plan to help assist visitors in registering their offroad vehicles.

10. LETTERS OF SUPPORT FROM PARTNERS

(702)376-2697

DEREK FOREMASTER

dforemaster@yahoo.com

SHERIFF-ELECT LINCOLN COUNTY

PO Box 312 Alamo, NV 89001

To Whom it May Concern:

I am Derek Foremaster, a long-time resident of Lincoln County, Nevada. I have worked over 21 years in law enforcement within Lincoln County and have recently been elected as Lincoln County's next Sheriff. Over the course of my career and residency within Lincoln County, I have noticed an uptick in recreational growth/interest in our area.

Lincoln County consists of over 10,600 square foot miles, with its south border connecting to Clark County northern border. Although Lincoln County's population isn't abundant, Clark County's is, and its residents tend to enjoy leaving the big city and riding out in the country (Lincoln County).

There is not a large economy within Lincoln County, which limits its population growth. As a long-time resident, I am always excited to see new ideas and/or potential businesses looking to prosper within our County.

Reed Perkins asked if this plan would be supported by local law enforcement. As Sheriff-elect of Lincoln County, I support Reed Perkins plan to provide a trailhead within Lincoln County and promote off-road use with existing county trails. Having a designated area like this in Lincoln County would be a great way for people to safely enjoy the outdoors and their OHV's. Safety is an important part of off-highway vehicle usage, which I'm a big advocate of. I want to see all outdoor enthusiasts and off-highway vehicle operators abide by all Nevada laws and utilize the protective safety options while enjoying the great outdoors in Lincoln County.

I wish Reed Perkins success and hope he can receive the proper funding resources to fulfill his plan.

Regards,

Derek Foremaster

Derek Foremaster

Varlin Higbee

Board of Lincoln County Commissioners

PO Box 354 Alamo, NV 89001

December 15, 2022

RE: Support for Reed Perkins and the proposed OHV Trailhead and Staging Area off US Highway 93 in southern Lincoln County

Dear Sir or Madam.

As a member of the Board of Lincoln County Commissioners, I strongly support the efforts to develop this OHV Trailhead and Staging area in Southern Lincoln County.

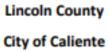
These proposed amenities are strategically located to existing roads and trails that access a scenic and wonderful part of our County. This type of development is necessary and valuable and will provide countless benefits to the OHV user groups visiting the area. Other direct and indirect benefits will also be realized as it relates to local tourism, health and sustainability of our public lands, and the continued education and outreach of proper OHV protocols and practices.

This proposal would greatly enhance our County and our public lands. In addition, it would be a very positive attribute to the OHV program.

Yours very truly,

Varlin Higbee

Vigher





December 12, 2022

Dear Reed,

On behalf of the Lincoln County Regional Development Authority (LCRDA), we are pleased to offer our support for your Off-Highway Vehicle Program Grant application to develop an OHV trailhead and staging area just off US Highway 93 in southern Lincoln County.

As you know, ninety-eight percent of the land in Lincoln County is federally managed, mostly by the Bureau of Land Management. Fortunately, these public lands contain abundant recreational opportunities, beautiful scenery and hundreds of miles OHV trails, including the Silver State Trail, the first congressionally designated OHV trail in the Nation. Lincoln County and the City of Caliente both have ordinances that allow OHV usage on their local streets making them "OHV Friendly Communities."

LCRDA supports the expansion of OHV tourism to diversify the local economy and create much needed jobs outside of the traditional employment sectors in Lincoln County. One of the goals in the *Lincoln County 2023-2028 Comprehensive Economic Development Strategy* which is currently being finalized is to increase the total annual number of visitors, outdoor recreation enthusiasts, and tourists to Lincoln County by a factor of four and double the average per visitor, outdoor recreation enthusiast, and tourist spending among businesses located in Lincoln County by the beginning of 2030.

Your project to construct an OHV trailhead and staging area just off Highway 93 in southern Lincoln County will provide convenient access, promote the safe and responsible use of an extensive network of trails and be a catalyst for business development in Lincoln County.

Sincerely,

Jeff Fontaine

Executive Director

ell Fontains

11	. Project Type(s) (NRS 490.069 Sec.2c) check all that apply:							
	Studies or planning for trails and facilities.							
	 Environmental Assessments and Environmental Impact Studies. 							
	Other studies							
	Acquisition of land for trails and facilities							
	Studies or planning for trails and facilities.							
	Mapping and signing of trails and facilities							
	Reconstruction, enhancement or maintenance of existing trails and facilities							
X	Construction of new trails and facilities							
	Restoration of areas that have been damaged by the use of off-highway vehicles.							
X	The construction of trail features, trailheads, parking, or other ancillary facilities which							
	minimize impacts to environmentally sensitive areas or important wildlife habitat areas.							
X	Safety training and education related to the use of off highway vehicles and registration							
	Compliance and enforcement (See Appendix C, Enforcement Strategy example)							
12	. ALL TRAIL USERS: (check all that apply)							
	☐ Mountain Biking ☐ Hiking/Backpacking ☐ Equestrian							
	★ Single track motorcycle □ Snowmobiling □ Snowshoe/ski							
	★ ATV quads □ Dune buggy ★ UTV Side by side							
	□ Race Course □ Skills riding course							
	This staging Area is part of a multi-use area for OHV to access Public Lands in partnership with							
	Lincoln County; being an OHV friendly Community.							
13	Scope of Work: Please describe <i>exactly</i> what work will be completed. Programs,							
	planning, NEPA, surveys, mapping, include miles of trail, trail type and other quantitative							
	goals including a timeline for completing the work. NAC 490.1375. If purchase of							

equipment is included, please explain where/how it will be housed and maintained

To ensure we provide a best-in-class staging area to serve OHV owners and enthusiasts in Nevada and neighboring states, we will complete this project in phases.

Phase One: Construct a staging area which includes excavation for a parking lot, acquisition, and installation of a metal office building for restrooms and equipment storage, acquisition of a Utility Vehicle to maintain the staging area site and trailhead, installation of water tank, plumbing for and installation of restrooms and electrical. Acquisition & installation of security cameras, and the acquisition of generator for power, internet equipment and service to ensure we can assist OHV owners to register their vehicles with the State of Nevada.

Phase Two: Acquire and construct sun shelters, pavilion, and tables. Work with Lincoln County Power to bring in electrical. install HVAC and insulation. Install the septic system. Work with BLM on the NEPA process in preparation to acquire and install of kiosks & trail signage on existing county public lands. Acquisition of OHVs to provide rental options for visitors to enjoy Nevada Trails.

Phase Three: Maintenance and management of the project and staging area will be managed by Reed Perkins during and after project is complete.

Facility is ideal for registration drives and OHV education outreach.

Because I am a private citizen requesting this grant and not a corporation, nonprofit organization or revenue generating entity, I hope you will support me in advancing the funds before each job begins in each phase. I believe in this project, but I am not able to pay in advance with the expectation of being reimbursed.

A portion of the proceeds from the rental of OHVs to Lincoln County Schools

14. Standards/Guidelines that will be applied to your project:

o	Universal Access	to Outdoor Rec	reation - A De	sign Guide	
o	USFS Standard S	pecifications for	Construction	& Maintenance	of Trails

o BLM Handbook 9114-1 Trails

0	NO	HV	CC	Hand	dbook	S

Other:			
CHIEL.			

15. Has the applicant received funding from the OHV Program in the past?

<u>NO</u>

Number of projects funded:	
Amount of funding Received: \$	
Number of projects Completed:	

SECTION II – LOCATION, MAPS, PHOTOS

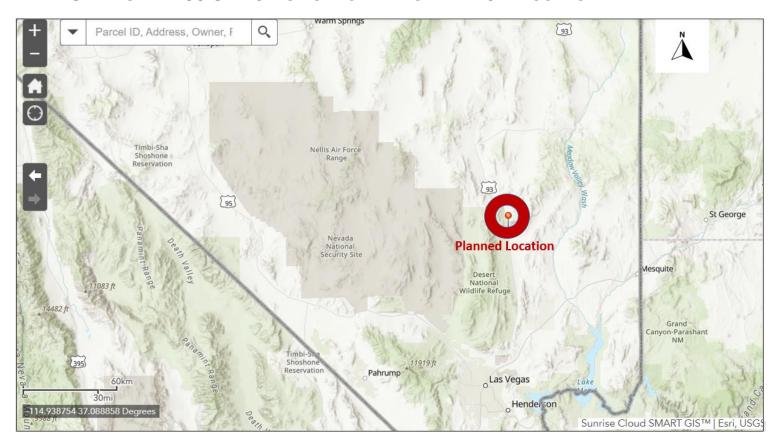
Project Location:

County: Lincoln

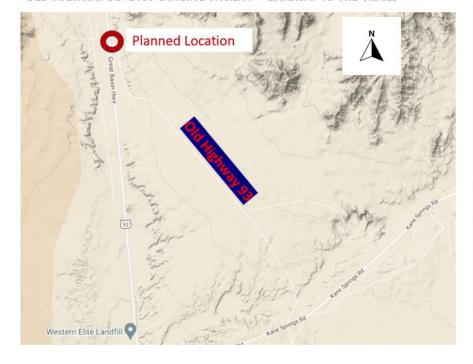
Nearest Municipality/Town/City: Alamo

Center of project: Latitude: <u>37.045728</u> Longitude: <u>-114.983759</u>

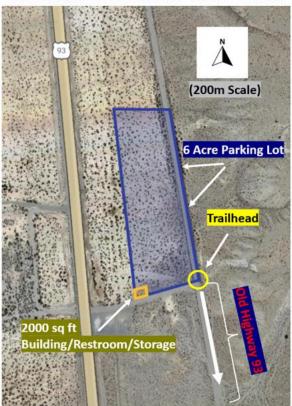
OLD HIGHWAY 93 OHV STAGING FACILITY HIGH-LEVEL SITE LOCATION



OLD HIGHWAY 93 OHV STAGING FACILITY - GATEWAY TO THE TRAILS



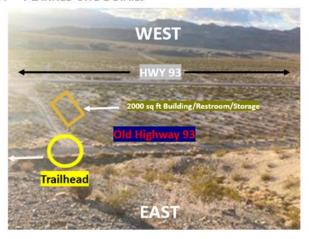
OLD HIGHWAY 93 OHV STAGING FACILITY DETAILED



Photographs:

OLD HIGHWAY 93 OHV STAGING FACILITY - PLANNED SITE DETAILS





OLD HIGHWAY 93 OHV STAGING FACILITY - PLANNED BUILDING/RESTROOM/STORAGE



SECTION III - Federal Lands or Other

Federal Environmental Compliance

A. If Federal funds or Land are a part of the project and NEPA was completed, indicate which document was produced, and please attach the decision document to this application:

- □ Record of Decision (ROD)
- ☐ Finding of No Significant Impact (FONSI)
- ☐ Categorical Exclusion (CX)
- □ SHPO 106 compliance/concurrence letter.
- □ Other compliance documents already completed. (do not attached the EA or EIS)

X Not applicable

If NEPA or planning is a part of the project describe the steps in the Scope Section I, #13.

SECTION IV - BUDGET

Proposed Budget: Provide your budget details to include at a minimum the items in the following table.

	Adventure's NV HOV Staging Area Project						
Task/Item	Crew/Effort	Supplier	Cost - Grant Request	Cost - In-kind Matching			
Grading/Excavation	Contractor	Marc Williams & Sons	\$53,350				
Metal Building Office/Restroom/Storage & Install	Supplier	QE Buildings Co.	\$50,000				
Building Foundation/Pad	Contractor	AG Concrete	\$26,000				
Property Lease (1-Year)	Owner	David M & Earlene Williams Family Trust	\$12,000				
Building Plumbing	Contractor	Impact Plumbing	\$22,000				
Generator/Electrical	Supplier	Electric Generators Direct	\$37,000				
Water Tank	Supplier	National Tank Outlet	\$13,500				
Water (1-Year)	Supplier	Alamo Sewer & Water	\$20,000				
Septic Tank/System	Supplier	National Tank Outlet	\$24,000				
Septic System Install	Contractor	Marc Williams & Sons	\$11,000				
Four Solar Powered Surveillance Cameras	Supplier	Zetronix	\$1,600				
Professional Services and incidentials, i.e. Engineering etc.			\$40,000				
Utility Vehicle (Yamaha)	Supplier	RideNow Powersports	\$24,200				
UTV Towing Trailer	Supplier	RideNow Powersports	\$5,500				
Internet (1-year)	Supplier	SpaceX/Starlink	\$2,000				
Internet Installation/Set Up	Volunteers	Volunteer Labor		\$1,000			
Site & Trail Maintenance and Security (1-year)	Volunteers	Volunteer Labor		\$50,000			
Camera Installation/Set up	Volunteers	Volunteer Labor		\$1,000			
Admin. Project MGMT @10%	Reed Perkins	10%	\$34,215				
Totals			\$376,365	\$52,000			

Grants will be scored based on answers to the Ten (10) criteria listed below. Each criteria carries a weight determined by the OHV Commission, voted upon during the public meeting on 9/7/2021. Please reference scoring criteria form.

- 1. Law Enforcement Strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing renewals and new registrations: We plan to hold onsite registration events and well as to regularly promote onsite and assist OHV owners to register their vehicles.
- 1. Enhancement or Maintenance of existing trails and facilities: This project allows for a purpose-built access to public lands trails and routes. Reed Perkins and other volunteers will maintain and manage the project and the staging area during and after the project is complete.

2.

- **3. Training:** this facility allows adequate space to host OHV training. We are open to and will make this facility available for OHV training for any group.
- **4.** Trail mapping and signing of existing trails and facilities: We have been in contact with the BLM in regarding to trail mapping and signage. We are planning to only utilize existing trails and roads. This is a part of the 2nd Phase of the project.
- **5. Connectivity/Loops:** We are extremely excited that the existing trails this facility opens up to connect with the Silver State Trails.
- **6. Planning, Environmental Studies, Conservation:** Describe how the environmental studies, conservation and/or planning will mitigate resources impacted by OHV recreation. How will your project contribute to the conservation of our natural resources, while enhancing OHV opportunities?

7. Access:

Southern Lincoln County does not have a purpose-built staging area. Having an area large enough to accommodate trailers to provide access to thousands of miles of OHV trails and roads will be an integral part of protecting OHV access.

- **8. Partnering and Leverage:** I have received endorsements from County Law enforcement, Lincoln County Officials, Lincoln County Tourism, and Lincoln County Regional Development Authority. I have also had many conversations with the BLM who are very much excited about the prospects of this facility and a means to educate and protect public lands on proper usage of OHVs.
- **9. Economic Integration:** This will provide new avenues to attract riders, tourists and visitors from local communities as well as neighboring states. This will also draw adventure seekers Lincoln County who are visiting Las Vegas. As it begins to grow, the landowner plans to bring in other businesses on adjacent property.
- **10. Demand for New Facilities:** There are not currently an OHV staging areas in Southern With the increase in OHV visitors, it is important we provide a quality staging area. We are able to

OUV Cront Ann				Dogo 16 of 20	
		w 2012	ngee 100mmon eo p		- 9
highlight the "	OHV Friendly Co	ommunities, of	which Lincoln C	County identifies, a ark and ride. Count	nd this



Lincoln County Authority of Tourism
P O Box 202
Caliente, NV 89008
775-441-1101
LincolnCountyNevada.com

December 18, 2022

To Whom It May Concern:

The Lincoln County Authority of Tourism (LCAT) strongly encourages your support of the grant request from Reed Perkins for a plan to build a staging area to access Lincoln County OHV Trails.

Included in LCAT's mission, and 10 year destination development plan, is the goal to advocate for increased OHV Trail usage and promotion. Mr. Perkins has shared a vision that will bring OHV enthusiasts to Lincoln County's underutilized trail systems by offering a staging area and way-finding solutions for trail navigation. These efforts benefit both visitors and local residents in Lincoln County.

Lincoln County is 97% public lands, managed by the Bureau of Land Management. Even though the county is large (10,637 square miles) our population is low (<5,300). We rely heavily on tourism to drive our economy. Any support you can provide will go a long way toward achieving the goal of expanding tourism attractions and thus improving our economy.

New avenues to attract riders to our trails will be a wonderful addition to the area, providing new opportunities for outdoor recreation to both visitors and residents. Not only will it improve the tourism economy, we recognize that it will also enhance the economic development of the area, thus creating jobs.

We wholeheartedly support Mr. Perkins in developing the plan for OHV adventures by creating more visitor friendly access to local and Silver State Trails. We support this project and look forward to the positive impacts that will come.

Sincerely,

Marcia Hurd. President

Marcia S. Hurd

Lincoln County Authority of Tourism Info@LincolnCountyNevada.com

Marc Williams & Sons, Inc PO Box 335492 N. Las Vegas, NV 89033

12/16/2022

\$55,500

Bid for Reed Perkins- Old Highway 93 OHV Staging Project

1- Mobilization	\$7,500
2- Grub and clear	\$4,200
3- Grading of pad	\$26,000
4- Over excavate and recompact	\$3,200
5- 4 inches of gravel base under building pad	\$6,400
6- Fine grading around building and parking area	\$8,200

Total:

Marc Williams President

Marc Williams



Metal Buildings. Made Easy.

DATE: 12/19/2022 Project Manager Jake

BUILDING COST

		METAL BUILDI	NG
Plans Title	Reed Perkins		110
Phone		QUOTE/PURCHASE AGREE	EMENT
Email		RED IRON	
Address	89001	PRICE GOOD UNTIL	12/24/2022

]	DESIGN CODE & LOAI	DS	
BUILDING CODE	IBC-2018	WIND LOAD	100 MPH	
LIVE LOAD	20 LBS	WIND EXPOSURE	В	
GROUND SNOW LOAD	15 LBS	COLLATERAL LOAD	1 LBS	
		DISK CATEGODY	ıı .	

BUILDING DETAILS

WIDTH	LENGTH	HEIGHT	SLOPE	BAYS	SPAN	ROOF
40	50	12	1:12	Mix	CLEAR	GABLE
WAL	L PANEL	ROOF I	PANEL		FASTENER	
26 GA PBR (COLOR)		26 GA	PBR (GALVA)	LUME)	SELF TAPPING, LL	

BASE CONDITION TRIM PACKAGE
BASE ANGLE, FLASH, CLOSURES COMMERCIAL, HIGH END, 26 GA (COLOR)

 BUILDING REQUIREMENTS & OPTIONS

 NV
 ENGINEER STAMPED BUILDING DRAWINGS
 INCLUDED

 NV
 ENGINEER STAMPED ANCHOR BOLT DRAWINGS
 INCLUDED

 100 MPH
 WIND SPEED REQUIREMENT
 INCLUDED

 B
 WIND EXPOSURE REQUIREMENT
 INCLUDED

 15 LBS
 SNOW LOAD REQUIREMENT
 INCLUDED

FRAMED OPENING OPTIONS

1	10X10	OVERHEAD DOOR FRAMED OPENING	\$320
2	3070	WALK DOOR FRAMED OPENING	\$440

METAL BUILDING INSULATION

SEE EMAIL FOR OPTIONS

X______ DATE:_____

SUB TOTAL	\$30,481
SALES TAX	TBD
FREIGHT	INCLUDED
ORDER TOTAL	\$30,481
Engineering Deposit	\$7,620
Remaining Balance	\$22.861





SIGN BELOW TO ACCEPT CHARGES









RIDENOW POWERSPORTS ON RANCHO 1

	* THE	3800 N LAS VE PHONE	TARTS RANCHO DRI' GAS NV 8913 702-656-19! 702-656-027	VE 30 55
	BILL OF SALE		* * * *	* * *
PURCHASER:	HOME PHONE: WORK PHONE:		DATE: 1	2/13/2022
	WORK PROME.	s		ilo Roanoke
			MANAGER:	110 ROBHOKE
. a			ED DATE:	
DESCRIPTION OF PURCHASE	DE	SCRIPTION O		
N/U/D: New STOCK #: TT			MILEAGE:	
YEAR: 2023 COLOR: BI			LISC #:	
MAKE: ECHO ENGINE #:	MAKI			
MODEL: EA-14-14 WD OGDENLASS: T SERIAL #: 5PSA14149P1070561 EA				
		TTLEMENT	0.00	
		CE: 3,49		
	DEALER FREIG		0.00	
DOCUME	DEALER SET NTATION/PREPARATION F		8.00	
DOCONE	TOTAL ACCESSORI		0.00	
	PAINT PROTECTI		0.00	
	GPS SYST	EM:	0.00	
	S	UB TOTAL:	4,586.99	
	SALES T	AX: 38	34.16	
	PRESOLD PARTS/LAB	OR:	0.00	
	0 MTH. MECH PROTECTS	ON:	0.00	
	36 PRIORITY MAINTENAN	CE:	0.00	
	0 GAP PROTECTION/D	DG:	0.00	
	THEFT PROTECTI	ON:	0.00	
	TIRE WARRAN	TY:	0.00	
	BATTERY PROTECTI	ON:	0.00	
	TITLE/REGISTRATION F	EE:	29.25	
GRAND TOTAL ALL UNITS:	26,968.10 TOTAL	PRICE:	5,000.40	
	TRADE ALLOWAN	NCE:	0.00	
Customer was offered GAP, Theft, Paint Protection, Battery Protection	TRADE PAYO	FF:	0.00	
Extended Warranty, Tire Protection,		TY:	0.00	
PMA and GPS. Customer has DECLINED	DOWN PAYMI	ENT:	0.00	
protection unless purchased as	TOTAL DOWN			
shown on this Bill of Sale (BAL	ANCE DUE:	26,968.10	
PURCHASER:	REFERRED	BY:		
PURCHASER:	MANAGER:			
* In signing this Bill of Sal.	e. customer acknowled	ges that th	e above nu	rchased

item(s) were paid for by cash, check, credit card, or a fundable finance contract. All sales are final. No refunds on above product unless stated in writting otherwise. Dealer retains all incentives unless otherwise stated on a "We Owe" statement. IN MOST CASES, AFTERMARKET COMPONENTS AND/OR DAMAGE CAUSED BY AFTERMARKET COMPONENTS, ARE NOT COVERED BY THE FACTORY WARRANTY AND/OR EXTENDED WARRANTY. X_

David M. & Earlene Williams Trust

12/18/2022

Nevada Off-Highway Vehicles Program
Department of Conservation and Natural Resources
901 S. Stewart Street, Ste 1003
Carson City, Nevada 89701

RE: Old Highway 93 OHV Staging Area Project

Dear Commissioner's:

The above stated off-highway project has our approval as of 12/18/2022

I have read the Request for Grant Application package and attachments; I agree with the application and the terms of the grant. I am committed to maintaining the facility and will allow for motorized access to those facilities for 25 years or the normal life of the project, whichever is greater. I agree to provide any match or other tasks in the application that are assigned to me.

As owner of the subject land, I hold interest that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion.

The project is located on private land and is in conformance with the appropriate land management permits, licenses, clearances, and Federal environmental analyses documentation necessary to comply with local, state and/or federal laws specifically, NRS 490.069.

If you have any questions or concerns, please contact me at (702) 682-0007 or by email at Marcandearlene@hotmail.com

Sincerely,

David M. Williams, Landowner David M. & Earlene Williams Trust

paird w leians

PO Box 335492 North Las Vegas, NV 89033

(702) 682-0007

State of Nevada Rev. 1346414

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 19 day of December, 2022, (the "Effective Date") by and between David M. & Earlene Williams Trust, ("Landlord") and Reed Perkins ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): _________.
- 2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): STATINGNOTHING herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.
 - 3. Term. This Agreement will be for a term beginning on January 01, 2023 and ending on January 01, 2024 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.
 - Rent. Tenant will pay Landlord rent in advance \$1,000.00 in monthly installments due on the 1st day of each month during the Term.
 - 5. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.
 - Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the
 - Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.
 - 8. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

- Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:
 - Confirm by writing to the Tenant that the Site has been cleared of any and all occupants.
- II. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.
- 10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay ______ of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.
- 11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition, tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.
- 12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.
- 13. Improvements and Alterations. Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.
- 14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.
- 15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.
- 16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will

cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

- 17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.
- 18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:
 - III. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

- 20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.
- 21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.
- 22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.
- 23. Default. The following shall each constitute an "Event of Default" by Tenant:
 - A. Tenant fails to make any required payment due under this Agreement.
 - B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.

C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.	
24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for	
a period of days after receiving written notice of the default from Landlord, Landlord has the	
right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in	
addition to any other right or remedy now or hereafter existing at law or equity.	
25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.	
26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.	
27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.	
28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.	
29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.	
30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.	
Land/Ground Lease Agreement (Rev. 1346414)	,

- 31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.
- 32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.
- 33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.
- 34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
- 35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.
- 36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.
- 37. No Waiver. No Party shall be deemed to have waiver any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.
- 38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- 39. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.
- 40. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Nevada, without regard to its conflicts of laws rules.
- 41. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

- 42. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.
- 43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.
- 44. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.
- 45. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Landlord Signature

Tenant Signature

David M. & Earlene Williams Trust

Landlord Full Name

Reed Perkins

Tenant Full Name