#### 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. Applications missing required information will be returned to applicants for correction if identified before submission deadline for resubmittal before the deadline.

#### SECTION I - PROJECT AND APPLICANT INFORMATION

- 1. Project Name: Ol' Highway 93 Lincoln County Staging Area
- 2. Project Timeline: 6-12 months
- 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)

□Partnership □Non-Profit □For-Profit ☑Individual □Federal □State □County □Local □Municipal □Other (specify): add here.

If legal entity, must include proof of good standing in the entity's state of incorporation is required.

(NAC 490.1345)

5/18/23

Applicant Signature (Chairperson/President/Authorized Official)

#### 5. Project Manager: Reed Perkins

Mailing address:PO Box 640 Alamo, NV 89001 Phone:775-271-0368 Email:adventuresnv10@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)

□ Federally Managed Public Land (see Note\* below)
 □ County
 □ City
 □ Private Land Owned by David M and Earlene Williams Trust
 □ Lease: Attach copy of lease with expiration date.
 □ R&PP: Attach copy of lease with expiration date.
 □ Other (specify):Click or tap here to enter text.

**\*NOTE**: 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 / Public Lands Manager David M and Earlene Williams Trust

Mailing address: PO Box 335492 North Las Vegas, NV 89033 Phone: (702) 682-0007 Email: Marcandearlene@hotmail.com

#### 8. The Landowner (Public Lands Manager) Must provide a letter that includes:

a) For Public Lands - A letter of support for impacting the land from the governmental entity having jurisdiction. (NAC 490.135)

b) For Private Land – Documented Interest in the land - *Proof of ownership, lease, rental, easement, right-of-way, written agreement or other legal instrument, scope inclusive to document ability to complete the proposed project; and to operate and maintain the proposed project for a period of not less than 25 years after its completion or for the normal life of the project, whichever is longer.* 

#### 9. Project Costs:

List grant request and matching funds directly related to the project:

State OHV Grant Request:\$376,778 Matching Funds: \$438,500

Nevada OHV Grant Application

Page 2 of 13

#### David M. & Earlene Williams Trust

#### 5/16/2023

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

#### RE: OI' HWY 93 OHV STAGING AREA PROJECT

Dear, Commissioners,

The above stated off-highway project has our approval as of 5/16/2023.

I have read the Request for Grant Application package and attachments; I agree with the application and the terms of the grant. Reed Perkins is committed to maintaining the facility and will allow for motorized access to those facilities for a minimum of 25 years or the normal life of the project, whichever is greater. If under any circumstance Mr. Perkins is not able to maintain the facility, I will assume the maintenance responsibility for the aforementioned time period. 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,

pavid the william

David M. Williams, Landowner David M. & Earlene Williams Trust 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 4 day of May, 2023, (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:

1. 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"): <u>OHV Staging Area</u>. Nothing 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 June 1, 2023 and ending on May 31, 2048 (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.

4. Rent. Tenant will pay Landlord rent in advance \$1.00 per year installments due on the 1st day of each year 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.

6. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

7. 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.

Land/Ground Lease Agreement (Rev. 1346414)

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9. Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:

I. 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

Land/Ground Lease Agreement (Rev. 1346414)

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

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.

Land/Ground Lease Agreement (Rev. 1346414)

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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)

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C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

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**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.

Land/Ground Lease Agreement (Rev. 1346414)

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.

14 will-

Landlord Signature

Tenant Signature

David M. & Earlene Williams Trust

Landlord Full Name

**Reed Perkins** 

Tenant Full Name

Land/Ground Lease Agreement (Rev. 1346414)

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Nevada OHV Grant Application

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### GENERAL INSTRUCTIONS

#### What is a Land/Ground Lease Agreement?

A Land/Ground Lease is an agreement between the owner of vacant land or property (the "landlord" or "lessor") and an individual or entity who wants to develop or improve the property (the "tenant" or "lessee") The lease is for the right to occupy real estate comprised of only dirt and soil, so the land could be used by the tenant for multiple uses ranging from agricultural to residential or commercial purposes. Agricultural land leases can include use of the land as a farm for crops and orchard trees, as a ranch for hunting wild game and forest animals on the premises, or as a pasture for grazing animals like cattle, goats, and sheep. Commercial land leases can vary from the right to install a billboard, build a telecommunications tower (i.e. used for wireless cell phone reception), open a fast food chain restaurant, or develop a large multi story hotel complex. Residential land leases can include a spot in a trailer park or the right to construct a small cabin in the woods.

As a reference, a Land/Ground Lease is known by various names depending on the intended use of the land or real estate: - Billboard Land Lease Agreement - Cash Farm Lease Agreement - Crop Share Cash Farm Lease -Farm Land Lease Agreement - Hunting Lease Contract - Land Contract - Land Lease Agreement - Pasture Lease Form - Pasture Rental Arrangement

#### When Do I Need One?

Individuals who purchase or inherit vacant land in either an urban or rural setting may benefit from a Land/Ground Lease if they want to generate some passive income without the hassle of personally investing the capital, labor, or time needed to build structures and start an independent business. In rural communities, tenant farming is common for agricultural or hunting purposes. In these situations, a tenant may have tools or livestock and enough funds to pay for the right to use land, but lack the capital to purchase his or her own parcel of land.

In addition to raising crops or livestock, landowners with large properties in the countryside may profit from leasing their property to a hunter or association during hunting season. In addition to earning a seasonal income, a Ground Lease to hunt on uninhabited land may help prevent crop damage and disease in livestock by managing wildlife in the area according to The National Agricultural Law Center. In urban settings, a Ground Lease is often used by large chain stores who want to take advantage of a prime location without having to pay large sums for the underlying real estate. Corporate expansion plans may leverage land leases as a way of strategically using equity or available cash to improve the land to generate income instead of purchasing property. And land owners can generate steady income every year, and possibly inherit any structures or improvements built on the land when the lease ends.

#### The Consequences of Not Using One

Documenting the agreement prevents outsiders from mistaking the land arrangement as a joint business venture instead of an independent landlord-tenant relationship. A tenant often incurs debt when they take out a loan to make improvements on the loan. A Land/Ground Lease can explicitly include a "No Partnership" clause that protects the landlord from creditors who may try to come after the property owner for debts or financial obligations owed by the tenant.

An agreement in writing also protects future disputes between two parties who file a lawsuit to quiet title in a claim for adverse possession when there is confusion as to who owns the land. Total Project Amount:\$815,278

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

□ Federal Ø Private Ø In-kind □ City □ County □ Other: Describe additional funding source(s) Click or tap here to enter text.

#### 11. Contemporary letters of support are required (attach to grant proposal):

- a) Provide documentation from Project Partners, if not included elsewhere in this application, agreeing to provide matching funds or effort.
- b) TWO Letters of support from Non-profit organizations.

#### 12. Project Type: check all that apply: (NRS 490.069 Sec.2c)

□ Studies or planning for trails and facilities for use by owners and operators of off-highway vehicles.

Mapping and signing of trails and facilities.

Acquisition of land for trails and facilities.

Reconstruction, enhancement or maintenance of existing trails and facilities.

Construction of new trails and facilities.

Restoration of areas that have been damaged by the use of off-highway vehicles.

The construction of trail features and features ancillary to a trail.

Safety training and education related to the use of off highway vehicles and registration.

Efforts to improve compliance with and enforcement of the requirements relating to off-

highway vehicles. (OHV Enforcement Statistics Form & NRS 490 Memo)

#### 13. TRAIL or FACILITY USERS:

Describe how this project impacts other trail users, communities, or others in outdoor recreation, include conflict mitigation strategy if necessary

The construction of Ol' HWY 93 Staging Area will impact other trail users, communities, or other outdoor recreation by improving safety, reducing environmental impact, increasing opportunities for outdoor recreation, and improving relationships with local communities. It does have the potential to create

Nevada OHV Grant Application



Board of County Commissioners

Lincoln County. Nevada

P.O. Box 90 – Pioche, Nevada 89043 Telephone (775) 962-8077 Fax (775) 962-5180

COUNTY COMMISSIONERS

Varlin Higbee, Chair Jared Brackenbury, Vice-Chair Mike Reese Keith Pearson Janine Woodworth DISTRICT ATTORNEY Dylan V. Frehner

COUNTY CLERK Lisa C. Lloyd

April 17, 2023

# 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,

Please regard this letter as Lincoln County's endorsement for the efforts to develop this OHV Trailhead and Staging area in Southern Lincoln County near US Highway 93.

The proposal is located adjacent to existing roads and trails that access a scenic and unique portion of our County. This type of sustainable development is supported as it brings additional tourism to Lincoln County. This staging area would also benefit the OHV user groups visiting the area as it adds to the recreational experience.

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,

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Varlin Higbee Chairman, Board of Lincoln County Commissioners



Lincoln County City of Caliente

June 7, 2023

Dear Reed,

I am pleased to be writing this letter of support for your Nevada Off-Highway Vehicle Program Grant application to develop an OHV trailhead and staging area just off US Highway 93 in southern Lincoln County.

The expansion of OHV tourism can diversify the local economy and create much needed jobs. The recently completed 2023-2028 Comprehensive Economic Development Strategy (CEDS) for Lincoln County, the City of Caliente and Lincoln County Regional Development Authority recognizes tourism and outdoor recreation as a primary driver of economic activity and an opportunity to support new business creation and the retention and expansion of existing businesses for Lincoln County. Accordingly, the CEDS includes a goal to increase the total annual number of visitors, outdoor recreation enthusiasts, and tourists to Lincoln County by a factor of four and double their average spending among businesses located in the County by 2030.

Your proposal to construct an OHV trailhead and staging area just off Highway 93 in southern Lincoln County will provide convenient access to Lincoln County's extensive network of trails for local riders as well as riders from outside Lincoln County. It will also promote the safe and responsible use of OHV's and be a catalyst for business development in Lincoln County.

Sincerely,

2 Fontaine

Jeff Fontaine Executive Director

Cc: LCRDA Board of Directors

### Sheriff Derek Foremaster Undersheriff Darrin Woodworth



Lincoln County Sheriff's Office

P.O. Box 570 | 225 Justice Way | Pioche, NV 89043 Telephone: 775-962-5151 | Fax: 775-962-5384

To Whom It May Concern:

I am Derek Foremaster, a long-time resident of Lincoln County, Nevada. I have worked over 22 years in law enforcement within Lincoln County and recently took office as Sheriff for Lincoln County. Throughout my career and residency within Lincoln County, I have witnessed 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's 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 potential businesses looking to prosper within our County.

As the Sheriff of Lincoln County, I support Reed Perkins's plan to provide a staging area in Lincoln County and promote off-road use with existing county trails. A designated area would be an excellent way for people to enjoy the outdoors and OHVs safely. Safety is essential. I want to see all outdoor enthusiasts and ATV operators abide by all Nevada laws and utilize protective safety options while enjoying the great outdoors in Lincoln County.

I recently spoke with Mr. Perkins and agreed to have the Sheriff's Office participate in quarterly events, encouraging and helping citizens register their OHVs. In addition, the Sheriff's Office would be available for OHV general questions, conduct VIN inspections, and assist in other avenues as seen fit. Occasionally, the Sheriff's Office may be unable to participate in these events due to unforeseen shift coverage issues and/or other priority law enforcement calls within our County.

I wish Reed Perkins success and hope he receives the proper funding resources to fulfill their plan/business.

Regards,

Derek Foremaster

Derek Foremaster, Lincoln County Sheriff

LINCOLN COUNTY NEVADA escape the chaos

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

June 7, 2023

NV Off-Highway Vehicles Program 901 S. Steward Street Carson City, NV 89701

Dear commissioners::

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 from the Southern end of Lincoln County.

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 relies 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.

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 R. Hund

Marcia Hurd. President Lincoln County Authority of Tourism Info@LincolnCountyNevada.com

conflicts with other trail users, local communities and environmentalist. It is important to consider these impacts and work to mitigate any potential negative effects through education, maintenance, noise and environmental impact mitigation strategies, and other conflict mitigation strategies.

#### 14. SCOPE of WORK:

 a) Provide description of project, with quantitative goals including applicable components e.g., studies, planning, mapping, trail & facility description, course or service provided, equipment maintenance, storage studies, if applicable

#### **Business** Plan

#### Executive Summary:

Our business plan aims to launch a company in three phases, starting with the development of Ol' 93, a 6-acre OHV staging area on leased private land located just off Hwy 93 and less than an hour north of downtown Las Vegas, NV. The staging area connects directly to existing county trails and will be completely open to the public at no cost. Most of the six-acre staging area site will be open to the public, including the parking structure, pavilion, public restrooms, non-potable water - to clean equipment & Wi-Fi. What is not accessible to the public is usage of the building. The building will be used to store equipment, tools, and supplies used to maintain the facility. The public will also not have access to the equipment and tools.

In the second phase, we will license and start up our OHV rental business, Adventure's NV, offering off-road adventures to locals and tourists. During this phase, we will purchase and license six side-by-side vehicles and advertise our rental services, offering both guided and self-guided tours. The last phase will involve the introduction of multi-day guided tours. Our goal is to position Southern Nevada and Lincoln County as a destination for off-road enthusiasts and capture a share of this growing market.

#### Market Analysis:

The OHV industry is a growing market, with an estimated 49 million participants in the United States alone. In Southern Nevada and Lincoln County, there is a significant demand for OHV adventures, with many enthusiasts having to travel long distances to access existing trails. Our business will fill a gap in the market by offering off-road adventures to locals and tourists. We

Nevada OHV Grant Application

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believe that our project will attract a significant number of OHV enthusiasts from the surrounding areas, contributing to the local economy.

#### Marketing Strategy:

Our marketing strategy will focus on reaching out to the local OHV community and tourists through social media, local events, and word-of-mouth. We will also partner with local businesses to offer discounts and promotions to their customers. Our goal is to create a strong brand identity that resonates with OHV enthusiasts, making Adventure's NV the go-to destination for their recreational needs.

#### Operations:

Our staging area will provide ample parking for OHV vehicles, as well as restrooms, trash facilities, and a 2500 sq/ft steel building for storage of maintenance supplies and a small office. In the second phase, we will purchase and license six side-by-side vehicles and advertise our rental services, offering both guided and self-guided tours. We will charge \$300 for a half-day, three-hour rental and \$550 for a full-day, six-hour rental. Our staff will be trained in OHV safety and maintenance, ensuring that our customers have a safe and enjoyable experience.

#### Conclusion:

Our business plan aims to launch a company in three phases, starting with the development of OI' 93, a 6-acre staging area on leased private land located just off Hwy 93 and less than an hour north of downtown Las Vegas, NV. We will follow it up by licensing and starting up our OHV rental business, Adventure's NV, offering off-road adventures to locals and tourists. Our ultimate goal is to position Southern Nevada and Lincoln County as a destination for off-road enthusiasts and capture a share of this growing market. With a strong marketing strategy, well-trained staff, and a commitment to safety and sustainability, we are confident that our business will be successful.

b) What is the timeline for completing this project within 24 months of an award. (NAC 490.1375):

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June '23 – Earthwork, (including septic system) and building foundation. Purchase Utility vehicle and trailer and security cameras.

July '23 - Building construction, plumbing & electrical install. Sign up for internet access.

Aug '23 - HVAC & water tank

Sept '23 - Project completion

#### 15. STANDARDS/GUIDELINES - that will be applied to your project:

a) How does your project conform to Local, County, State or Federal guidelines, plans, processes, or zoning?

My project will take place on private land and the location of the project is zoned as commercial. Throughout this process I have worked very closely with county officials to ensure we conform to all guidelines & processes.

My project also fits in perfectly with Lincoln County's plans for economic growth and expansion. According to Jeff Fontaine, Executive Director of Lincoln County Regional Development Authority, "The expansion of OHV tourism can diversify the local economy and create much needed jobs.

The recently completed 2023-2028 Comprehensive Economic Development Strategy (CEDS) for Lincoln County, the City of Caliente and Lincoln County Regional Development Authority recognizes tourism and outdoor recreation as a primary driver of economic activity and an opportunity to support new business creation and the retention and expansion of existing businesses for Lincoln County. Accordingly, the CEDS includes a goal to increase the total annual number of visitors, outdoor recreation enthusiasts, and tourists to Lincoln County by a factor of four and double their average spending among businesses located in the County by 2030." "Your proposal to construct an OHV trailhead and staging area just off Highway 93 in southern Lincoln County will provide convenient access to Lincoln County's extensive network of trails for local riders as well as riders from outside Lincoln County. It will also promote the safe and responsible use of OHV's and be a catalyst for business development in Lincoln County."

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

⊠No

□Yes, if yes, complete the questions below:

Number of Projects Funded: Click or tap here to enter text. Amount of Funding Received: Click or tap here to enter text. Number of Projects Completed: Click or tap here to enter text.

#### SECTION II - LOCATION, MAPS, PHOTOS

**Project Location:** 

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County: Lincoln County Nearest Municipality/Town/City: Alamo, NV Center of project: Latitude & Longitude:Latitude: 37.045728 Longitude: -114.983759 Include Electronic Files: (.KMZ/.KML .GPX or SHP)

#### **Required Maps:**

For all maps, include a legend, north arrow, scale, and map name. Topographic maps preferred and maps larger than 11"x17" will not be accepted. You may include *additional* aerial/google maps.

- 1. General location map (showing project area within the state or county)
- 2. Detail map indicating specific project elements (e.g., structures, trail alignment)

#### Attach the following photographs:

At least two (2) overviews of the project area from different angles and distances.

**NOTE:** Good photographs at trail level and google aerials help the scoring committee to understand the location, depth and breadth of your project.

#### 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 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 attach the EA or EIS) ⊠Not applicable

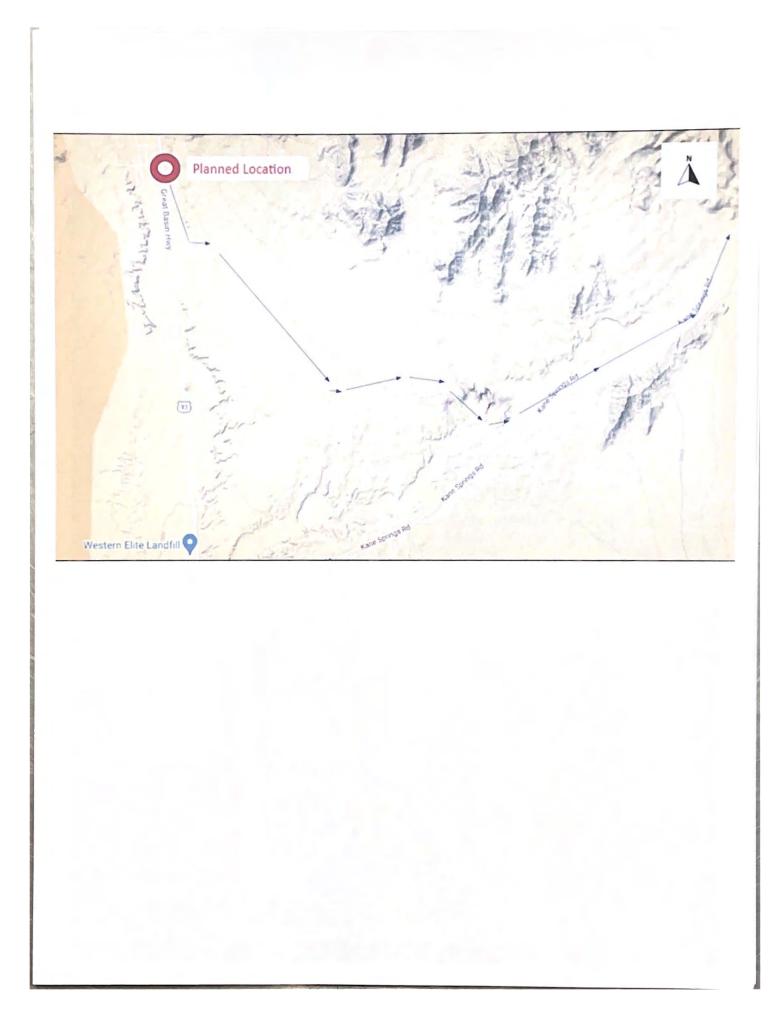
#### SECTION IV - BUDGET

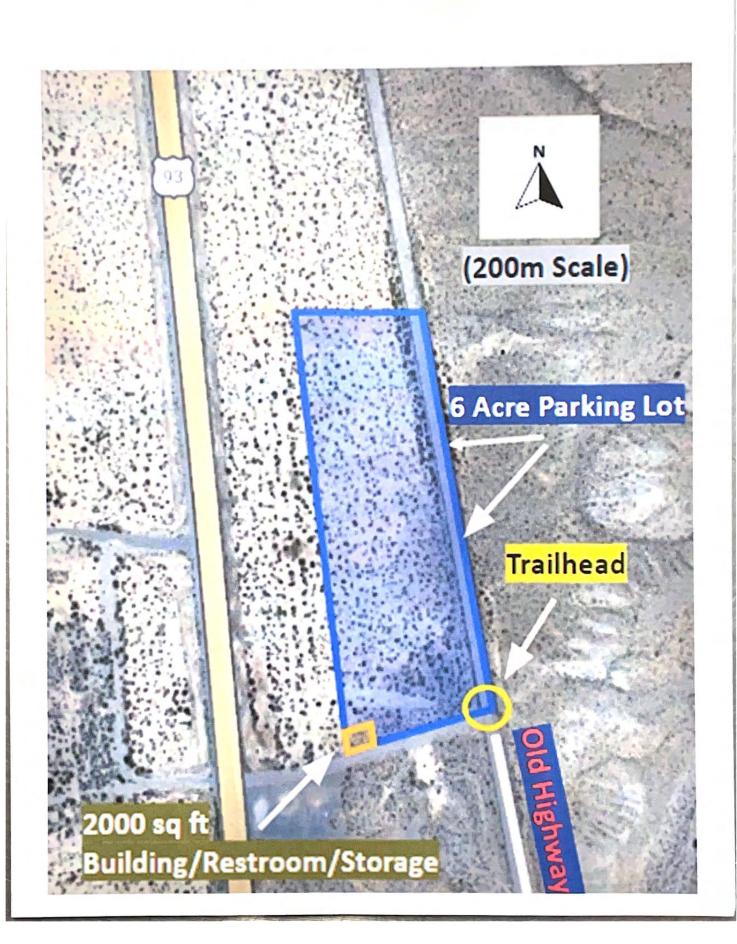
**Proposed Budget**: Provide your budget details to include, at a minimum, the items in the following table. You may create your own spreadsheet and attach to the application.

Nevada OHV Grant Application

# Ol' HWY 93 OHV Staging Area – Southern Lincoln County Nevada



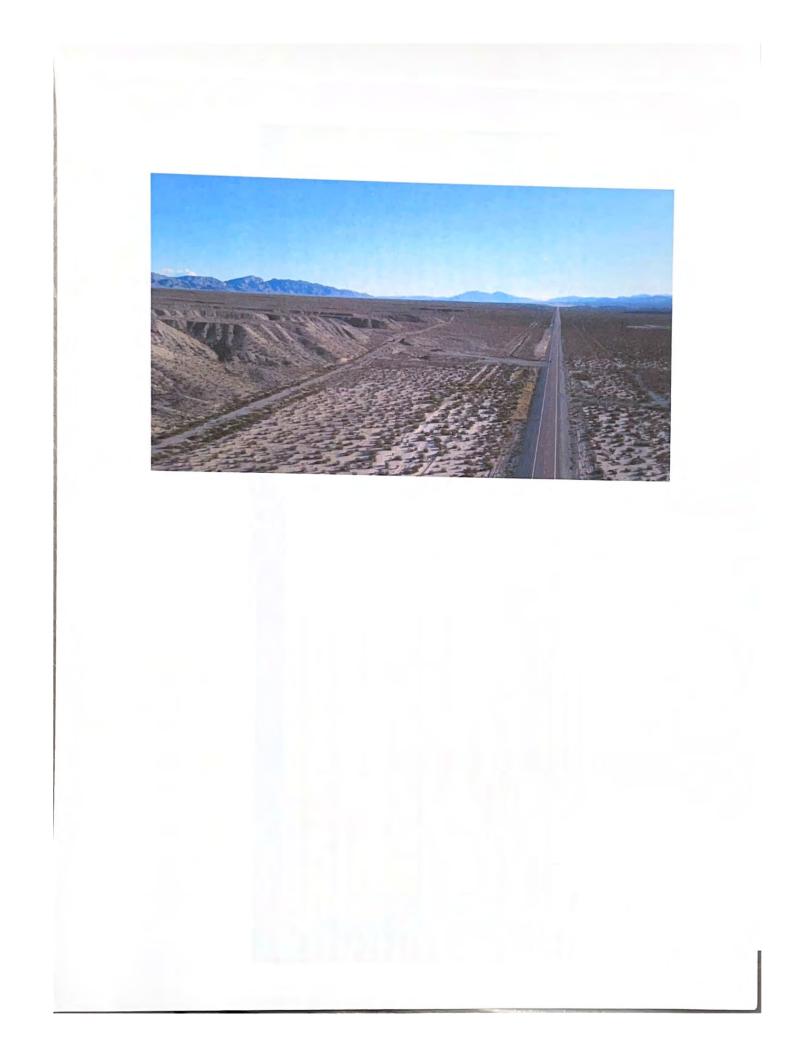












			Cost - Grant	Cost - In-kind
lask/ltem	Crew/Effort	Supplier	Request	Matching
Grading/Excavation/Septic System Install	Contractor	Marc Williams & Sons	\$65,000	
Metal Building Office/Storage & Install	Supplier	QE Buildings Co.	\$35,000	
Building Foundation/Pad	Contractor	AG Concrete	\$26,000	
Twenty Five Year Lease - Six Acre Property	Owner	David M & Earlene Williams Family Trust	\$25	
Power Generator & Electrical Install	Supplier	Citywide Electric	\$37,000	
Plumbing	Contractor	Impact Plumbing	\$12,000	
Water Tank	Supplier	National Tank Outlet	\$13,500	
Water (1 year)	Supplier	Alamo Sewer & Water	\$10,000	
Septic Tank/System	Supplier	National Tank Outlet	\$15,000	
Four Solar Powered Surveillance Cameras	Supplier	Zetronix	\$2,000	
Utility Vehicle & Towing Trailer	Supplier	POLARIS CAN-AM HONDA WORLD - Mesquite, Nevada	\$26,000	
HVAC	Contractor	Buenos Aires HVAC	\$26,000	
Internet (25 years)	Supplier	Starlink	\$50,000	
Professional Services and incidentials, i.e. Engineering etc.	tc.		\$25,000	
Land Donated for Twenty Five Year Usage	Owner	David M & Earlene Williams Family Trust		\$300,000
Internet Installation/Set Up				\$1,000
Site Maintenance and Security for 25 years	Volunteer/In-kind Labor	*\$10.50 an hr x 10 hr per week x 52 weeks x 25 years		\$136,500
Camera Installation/Set up				\$1,000
Admin. Project MGMT @10%	Reed Perkins	10%	\$34,253	
Totals			\$376,778	\$438,500
*Minimum Wage				

# SECTION V - PRIORITIES AND SCORING NARRATIVE

Grants will be scored based on answers to the Ten (10) criteria listed below. Each criteria carries a weight determined by the OHV Commission and voted upon during the public meeting for this application. See grant scoring sheet, with Grant announcement for weights.

1. 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? (NRS 490.069 2.(c).1,6,7)

Constructing an OHV staging area in Lincoln County Nevada would contribute to the conservation of our natural resource in several ways. Firstly, by providing a designated area for OHV riders to start and end their rides, it would help prevent damage to sensitive ecosystems and habitats. OHV riders would be less likely to venture off designated trails and cause damage to plants and wildlife.

Secondly, the staging area could include educational materials and signage about responsible riding practices, such as staying on designated trails and avoiding sensitive areas. This would help promote responsible OHV use and reduce the impact on the environment.

In terms of enhancing OHV opportunities, the staging area would provide a central location for riders to access a variety of trails and routes. This would help promote OHV tourism in the area and provide economic benefits to local businesses. The staging area could also include amenities such as restrooms, picnic areas, and information kiosks to enhance the overall experience for riders.

Overall, constructing an OHV staging area in Southern Lincoln County Nevada would help balance the need for OHV recreation with the need to protect and conserve our natural resources.

2. Trail mapping and signing of existing trails and facilities: If a mapping component is included in the grant, describe how it will be integrated with the current web mapping application found on OHV.NV.GOV (NRS 490.069 2.(c).2)

Click or tap here to enter text.

**3. Demand for New Facilities:** Provide justification for NEW facility/program development: restrooms, trails, signs, and other amenities. (NRS 490.069 2.(c) 3.4)

There are not currently an OHV staging areas in Southern Lincoln County. With the increase in OHV visitors, it is important we provide a quality staging area. We are able to highlight the "OHV Friendly Communities, of which Lincoln County identifies, and this community can direct tourists to a safe well managed location to park and ride.

4. Enhancement or Maintenance of existing trails and facilities: How will maintenance needs be prioritized and how often will your project hold a maintenance/ trails enhancement event? HOW will your project be maintained and WHO has committed to the ongoing maintenance of the facility or trail (note: a minimum of 2 maintenance/ trail events are required per year). (NRS 490.069 2.(c) 3.4.5.6)

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I (Reed Perkins) will be the primary caretaker of the staging area and facility, however we have also received offers to assist in the maintenance by school and church groups as service opportunities as well as a local non-profit group Friends of Pahranagat Valley. It is estimated that at least 10 comined hours a week will be donated to the upkeep and maintenance of the facility. In addition to these groups, Traveling Stones of Pahranagat Valley an OHV non-profit will be created by a number of local OHV enthusists, with one of it's primary focuses being the upkeep of the Staging Area.

5. Connectivity/Loops: How will the project impact connectivity of OHV trails, facilities, and local communities? Include maps of areas impacted by your project and describe those impacts. (NRS 490.069 2.(c) 2.5.6)

Lincoln County is known for its beautiful natural landscapes and outdoor activities. Constructing Ol' HWY 93 Staging Area in Southern Lincoln County would attract more tourists and off-road enthusiasts to the area, which would help boost the local economy. The staging area would also improve connectivity by using existing county trails and help connect tourists and off-road enthusiasts to various sites and destinations in Lincoln County. examples;

1. Pahranagat National Wildlife Refuge - This refuge is home to a variety of wildlife and offers opportunities for hiking, fishing, and birdwatching

2. Cathedral Gorge State Park - this park features unique rock formations and hiking trails.

3. Echo Canyon State Park - This park offers camping, fishing, and hiking opportunities.

4. Spring Valley State Park - This park is located near the town of Pioche and offers camping, fishing, and boating opportunities.

5. Kershaw-Ryan State Park - This park is in the foothills of the Pahranagat Range and offers hiking and camping opportunities.

6. Lincoln County Ghost Towns - There are several ghost towns in Lincoln County, including Pioche, which offer a glimpse into the area's mining history.

7. Mount Wilson Wilderness Area - This area offers opportunities for hiking and camping.

8. Meadow Valley Wash - This area features scenic drives and hiking opportunities.

9. Mormon Mesa - This mesa offers scenic views and opportunities for off-road driving.

10. Alamo Wildlife Management Area - This area offers opportunities for hunting & fishing.

11. The 4H Camp, which is a great place for families to enjoy outdoor activities.

12. Silver State OHV Trail. The trail is known for its challenging terrain and breathtaking views, making it a favorite among off-road enthusiasts.

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13. Michael Heizer's City, the site of some of the most impressive installations in the world.

14. The Extra-Terrestrial Highway, the highway is known for its otherworldly landscapes and is a favorite among UFO enthusiasts.

15. The Railroad Depot in Caliente. The depot was built in the early 20th century and is a great place for history buffs to learn about the area's past.

16. The Town of Pioche. A historic Wild West mining town that is home to many wellpreserved buildings and artifacts from the mining era. A visit to Boot Hill Cemetery in Pioche, Nevada is an excellent way to reconnect with the state's genuine Wild West heritage.

Access: Describe how your project improves OHV access in the project area. Explain what access/opportunities would be lost or restricted if the project does not occur. (NRS 490.069 2.(c) 6,7)

The construction Ol' HWY 93 OHV Staging Area provides several benefits that improve OHV access in the project area. Here are some ways in which the staging area improves OHV access:

1. Centralized location: The OHV staging area provides a centralized location for OHV riders to gather, park their vehicles, and access the trails. This makes it easier for riders to access the trails and reduces the need for riders to park along the roads or in other areas that may be unsafe or restricted.

2. Improved safety: The staging area provides a designated area for riders to park and access the trails, which improves safety for both riders and other trail users. By reducing the number of OHVs parked along the roads, the staging area reduces the risk of accidents and improves visibility for drivers.

3. Reduced environmental impact: The staging area can help reduce the environmental impact of OHV use by providing a designated area for riders to park and access the trails. This helps prevent damage to sensitive habitats and reduces erosion and soil compaction along the trails.

If the staging area does not occur, access and opportunities for OHV riders may be lost or restricted, Examples:

1. Limited parking: Without a staging area, OHV riders may be forced to park along the roads or in other areas that are not designated for OHV use. This can lead to limited parking, which may restrict access to the trails and create safety hazards for other trail users.

2. Increased environmental impact: Without a staging area, OHV riders may be more likely to damage sensitive habitats and cause erosion and soil compaction along the trails. This can lead to long-term environmental damage and limit opportunities for future OHV riders.

3. Reduced safety: Without a staging area, OHV riders may be forced to park in unsafe or restricted areas, which can create safety hazards for both riders and other trail users. This can increase the risk of accidents and injuries and limit access to the trails for all users.

In summary, the construction of the OHV staging area is a critical component of improving OHV

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access. Without the staging area, access and opportunities for OHV riders may be lost or restricted, and the safety and environmental impact of OHV use may be negatively impacted.

7. Training: Describe the goals and objectives of your public safety training program. Is it a nationally recognized certification? What sets your safety training program apart from the others? (NRS 490.069, 8)

Our facility will allow for adequate space to host OHV training. We are open to and will make this facility available for OHV training for any group. At some point we will partner will Lincoln County Sheriffs Office to conduct safety trainings.

8. Law Enforcement Strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing renewals and new registrations: How will your project increase the number of OHV registrations on the district. How will the equipment and time be used to increase OHV safety and awareness? Reference the Law Enforcement Statistics reporting form. (NRS 490.069 2.(c) 8, 9)

The Lincoln County Sheriff's Office has agreed to partner with Reed Perkins in conducting quarterly events, encouraging and helping citizens register their OHVs. In addition, while the Sheriff's Office is onsite for these events they available for OHV general questions, conduct VIN inspections, and assist in other activities.

**9.** Partnering and Leverage: Who else is involved in this project? Describe outreach with stakeholders, partners and local governments, that you have communicated with in planning this project. (490.068, 3 (a) 2,3)

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. I am also partnering with he land owners who are essentially donating six acres of land for 25 years of public access. As mentioned above there are a non-profit groups who will partner with me in donating time and service for the upkeep of the facility.

**10. Economic Integration:** How will this project improve OHV recreation opportunities that help local, regional, or state economies grow? (NRS 490.069 2.(c) 7, 5)

The construction of Ol' HWY 93 OHV Staging Area will improve OHV recreation opportunities that help local, regional, or state economies grow by attracting more visitors to the area, creating job opportunities, generating revenue for the state, and providing new recreational opportunities.

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# JOB ESTIMATE AG CONCRETE

3729 Granada Gorge Lane North Las Vegas NV 89084 702-217-6519 agconcretelv@yahoo.com Lic #75295

# ESTIMATE SUBMITTED TO:

# JOB DESCRIPTION:

Concrete slab 2000 sq ft Dig footings Set forms, grade Rebar #4 for the footings Rebar #3 every 18" inches on center 4500 PSI, Concrete 4" inches thick slab

Total \$23,600.00

I Hereby. Estimate to furnish Labor and Materials in complete accordance With the above specifications.

# ACCEPTANCE OF ESTIMATE

The above prices and specifications are satisfactory and are hereby accepted. This Estimate is valid only for 30 days. Ther will be a \$100.00 fee if Estimate is cancelled when is already signed and approved

Customer Signature:\_\_\_\_\_

Customer Name:\_\_\_\_\_

111



#### Sales Consultant: kurt harmer

Unit InformationTrade InformationStock Number:VIN:Year: 2023Year:Make: POLARISMake:Model: RANGER 1K CREW PREMdel:Model Number:Model Number:Color: BLUEColor:Odometer:Odometer:

Name: REED PERKINS Address: City, State, Zip: , Customer Information Email: Phone: 775-271-0368 Phone #2:

MSRP:	\$17,599.00
Price:	\$16,599.00
Manufacturer Freight:	\$1,970.00
Technician Setup & Prep:	\$578.00
Accessories:	\$0.00
Accessories Labor:	\$0.00
Labor:	\$0.00
Miscellaneous Costs:	\$3,499.00
Document Fee:	\$249.00
Trade-In Allowance:	\$0.00
Sub-Total:	\$22,895.00
Payoff on Trade-In:	\$0.00
Trade Equity:	\$0.00
Sales Tax:	\$0.00
Title/Registration Fee:	\$74.00
Cash Balance:	\$22,969.00

#### Down Payment Options

\$0

\$0

I will pay cash. (Obtain Lienholder Information For Title. If any portion of balance is to be borrowed, lien must be recorded.)

\$0

I will use a Credit / Debit Card for the down payment or balance and understand that there is a 3% convenience fee.

I have agreed to let the dealership obtain financing for me.

Plans Title Reed Perform				Project Manager Jake			
				METAL BUILDING			
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Name							
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# Marc Williams & Sons, Inc

PO Box 335492 N. Las Vegas, NV 89033

# 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:	\$55,500

Marc Williams

Marc Williams President