



**AGRICULTURAL LAND LEASE
FOR:
APN: 022-411-04**

2 Year Land Lease from January 1, 2021 – December 31, 2022

Agricultural Lease
City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

WHEREAS, this Agricultural lease (the "Lease") is made and entered into this 1st day of January, 2021, by and between the City of Fernley (the "Lessor"), an incorporated city within the State of Nevada, and existing under the laws of the United States of America and the State of Nevada, and (the Lessee"):

Board of Regents of the Nevada System of Higher Education on behalf of the
University of Nevada, Reno
Fernley 4-H Gardening Club
Lyon County Extension office
504 S. Main St
Yerington, NV 89447

WHEREAS, Lessor owns approximately 0.870 acres of real property, which acreage is more specifically described in APPENDIX A attached hereto and incorporated by reference herein; and

WHEREAS, Lessor desires to lease the property to a responsible local party who will use the property in a manner compatible with Lessor's management objectives of good stewardship of the property for the purpose of planting, growing, and harvesting a community garden; and

WHEREAS, Lessee desires to lease the property from the Lessor for the purpose of planting, growing, and harvesting a community garden and agrees to use the property in a responsible manner consistent with the Lessor's management objectives; and

NOW THEREFORE, Lessor hereby leases the property to Lessee, and Lessee hereby leases the property from Lessor, for the term, at the rent, and in accordance with the following provisions, terms and conditions:

1. TERM: The term of this Lease shall begin January 1, 2021 and shall expire and terminate on December 31, 2022 (the "Termination Date"). No extension or holding over of this Lease or possession of the property by the Lessee beyond the Termination date shall be permitted without a written addendum to this Lease executed by the Lessor and Lessee prior to the Termination Date.

2. **USE:** Lessee may use the property only to plant, grow, and harvest a community garden, and for any other approved activities directly related to those agricultural activities. Any use of the property other than for planting, growing, and harvesting of a community garden or for ancillary uses directly related thereto is expressly prohibited unless otherwise authorized by Lessor in writing.

3. **WATER USE:** During the term of this Lease, Lessee shall be entitled to use the existing irrigation infrastructure on site. Lessee shall provide their own irrigation equipment for irrigation purposes consistent with the uses permitted by this Lease. Lessor shall not be responsible for the maintenance of the Lessee's irrigation infrastructure outside of what is currently present at the start of the Lease on the property. Lessor shall not be responsible for any irrigation or watering activities for the Lessee outside of what it currently maintains on the property. Lessor shall be responsible for payment of water bill for the property. Lessor makes no representation or warranties regarding the quality or quantity of water available. Lessee is prohibited from transferring the water from the property to any other land and from using the water for any purposes not consistent with the uses permitted by this Lease.

4. **RENT:** Lessee shall pay rent to the Lessor for the use and occupancy of the property during the term of this Lease without offset or deduction and without notice or demand. The rental payments shall be due and payable within thirty (30) days upon the execution of this Lease and every year thereafter. Rental payment shall be ONE DOLLAR (\$1.00) PER YEAR. Payments are to be made and delivered to Lessor, at: 595 Silver Lace Boulevard, Fernley, NV 89408.

5. **USES AND PRACTICES:** Lessee shall not make or permit any use of the leased property, which will be unlawful, improper, or contrary to any applicable law or ordinance. Lessee shall use and occupy the property for planting, growing, and harvesting a community garden and for any other approved activities directly related to those gardening activities only.
 - a. **CHEMICAL USE:** the use of insecticides, herbicides, and/or pesticides shall be subject to the prior approval of Lessor in writing and shall be in strict compliance with all applicable federal, state, and local laws.

 - b. **MAINTENANCE OF THE PROPERTY; IMPROVEMENTS:** Lessee shall not make any additions, alterations, or improvements to the premises without Lessor's prior written consent obtained in advance in each instance, provided that Lessee can erect fencing as necessary to protect the property hereby leased. Lessee, as part of its obligations under this Lease, will maintain and improve where needed the property's exterior boundary fences. Any additions, alterations, or improvements will be

made by the Lessee at Lessee's expense and shall become the property of the Lessor upon the termination of the Lease term.

- c. PARKING: Lessee shall only utilize on-street parking located directly adjacent to the property for site parking and access. Lessee shall ensure that access is maintained to all of surrounding homes and properties and shall ensure that any vehicles, equipment, people, or any other activity

that is ancillary to the use of the site does not disrupt or obstruct access to the surrounding homes and properties.

6. INDEMNIFICATION: To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Lessee shall indemnify, defend, and hold harmless the Lessor from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney's fees, arising either directly or indirectly from any act or failure to act by the Lessee or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Lessee will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Lessee's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$150,000 per cause of action.

Lessor shall indemnify, defend and hold harmless NSHE, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Lessor or any of its officers or employees, which may occur during or which may arise out of the performance of this agreement.

7. COMPLIANCE WITH LAWS: Lessee shall comply with all federal, state, and local laws and regulations in connection with Lessee's activities on the property, including without limitation, those governing conservation, pollution control, pesticide and herbicide application, and irrigation.
8. CHEMICAL/HAZARDOUS WASTE/GARBAGE: Lessee shall not use, apply, release or dispose of any hazardous or toxic waste or chemicals on the property. Lessee shall not dump any ashes, trash, waste hay, garbage or other offensive material on the property. Lessee shall indemnify Lessor for any costs, fines or penalties resulting from Lessee's violation of this provision caused by Lessee during the term of this Lease.
9. NOXIOUS WEEDS: Lessee shall notify Lessor of the existence and location of any known noxious weeds introduced on the property after the beginning of the lease term. Lessee shall be responsible for control and destruction of noxious

weeds introduced on the property after the beginning of the lease term, subject to the provisions of Section 5(a) and 7 of this Lease.

10. ACCESS: Lessor shall have access to the property to carry out its responsibilities under this Lease.
11. QUIET ENJOYMENT: Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed on Lessee.
12. SURRENDER OF POSSESSION: Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises to Lessor. Any trade fixtures or personal property not used in connection with the operation of the Leased Premises and belonging to Lessee, if not removed at the termination or default, if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may remove such fixtures or property from the Leased Premises and store them at the risk and expense of Lessee if Lessor shall so elect. Lessee shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property.
13. CORPORATE AUTHORITY: If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation and that this Lease is binding upon said corporation in accordance with its terms.
14. PROPERTY TAXES AND WATER CHARGES: During the term of this Lease, Lessor will pay all real property taxes, charges and assessments in connection with the property.
15. ASSIGNMENT/SUBLEASE: Lessee shall not sublet the property or any part thereof or assign this Lease without in each case obtaining the prior written consent of the Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Any assignment or sublet in violation of this Section shall constitute a default under this Lease.
16. DEFAULT:
 - a. EVENTS CONSTITUTING A DEFAULT: Any of the following events shall constitute an event of default by Lessee:

- i. Lessee shall file a petition or be the subject of a petition in bankruptcy or to seek reorganization, receivership or other form of debtor relief or arrangement under federal bankruptcy laws or any other applicable statute.
- ii. Violation by Lessee of any provision of this Lease.
- iii. The failure of Lessee to pay the rent or any other monetary sums required to be paid hereunder where such failure continues for a period of five (5) days after written notice thereof from Lessor to Lessee.
- iv. Any failure by Lessee to observe or perform any other provision of this Lease to be observed or performed by Lessee where such failure continues for twenty (20) days after written notice thereof by Lessor to Lessee. However, if the nature of Lessee's default is such that it cannot reasonably be cured within the twenty-day (20-day) period, Lessee shall not be deemed to be in default if Lessee

shall commence such cure within the twenty-day (20-day) period and thereafter diligently prosecute such cure to completion.

- b. **REMEDIES IN THE EVENT OF DEFAULT:** In addition to any other right or remedy which Lessor may have in law or equity, in the event or any default by Lessee, Lessor shall have the right to immediately terminate the Lease and Lessor shall have all remedies available under applicable Nevada law, and may require removal of all persons and personal property from the property and, in such event, all farming crops and other interest of Lessee in the property shall belong to Lessor.

17. **ABANDONMENT:** If Lessee voluntarily abandons the use of the property for planting, growing, and harvesting a community garden and for any other approved activities directly related to those gardening activities for a period of 2 months, Lessor may terminate this Lease or Lessee's right to possession hereunder upon written notice to the Lessee, whereupon Lessee shall surrender possession of and vacate the property immediately and deliver possession thereof to Lessor.

18. **CONDEMNATION:** Lessor and Lessee agree that if the property, or any part thereof, including the water rights, shall be taken or condemned for public or quasi public use or purpose by any competent authority, Lessee shall have no claim against Lessor and shall not have any claim or right to any portion of the

- amount that may be awarded as damages or paid as a result of any such condemnation for future loss of production. Lessee shall, however, have the right to recovery against the appropriate entity to the extent allowed by such entity. Lessee shall have at its full discretion the right to pursue any revenue against an appropriate entity to recover lost income from costs directly related to the pasture alfalfa abandoned. Lessee shall not, however, have any right to recover losses for future years in which the Lease was to be valid. In the event of any condemnation, Lessee will hold Lessor harmless, and shall have no recourse against Lessor under any circumstances involving condemnation.
19. SURRENDER: Upon the Termination Date or any earlier termination of this Lease, Lessee shall surrender and deliver the property to Lessor in as good condition as when Lessee took possession of the property. Lessee shall be liable to Lessor for any damages to the property or to any building, structure or improvement on the property.
20. NON-WARRANTY: Lessor makes no express or implied warranty concerning the safety, physical condition, or suitability of the property, or of any structure or improvement on the property, for any purpose. Lessee is fully familiar with the physical condition of the property, and accepts the property in "as-is, with all faults" condition.
21. NON-RENEWABILITY: By granting this Lease, Lessor makes no express or implied commitment to renew the Lease after its termination or to grant Lessee any future lease. Lessee expressly acknowledges that this Lease shall terminate upon Termination Date specified in Section 1, and Lessee hereby waives any further right, which Lessee may have to written notice of this termination.
22. RIGHTS OF AGENTS: Where this Lease grants rights either Lessor or Lessee, these rights shall extend to the agents or representatives of each party.
23. SEVERABILITY: If any portion, provision, or part of this Lease is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Lease, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
24. WAIVER: The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof. Acceptance of any rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of the Lease.

25. **INSURANCE:** The Lessee is self-insured in accordance with the limitations set forth in NRS 41.0305 to 41.039. A letter of self-insurance is included in APPENDIX B attached hereto and incorporated by reference herein.
26. **NOTICE:** Where this Lease requires notice to be given to Lessee or Lessor, such notice must be in writing and shall be deemed to have been given when (a) deposited in the United States mail, sent by certified mail, first class and postage prepaid; (b) deposited with a reputable overnight courier that guarantees next day delivery and provides a receipt; (c) delivered in person or by messenger; or (d) faxed with the original deposited in the United States mail, first class and postage prepaid, on the same date as faxed, addressed to the party to be served at the address set forth above in the first paragraph of this Lease.
27. **INTEGRATED AGREEMENT:** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
28. **SUCCESSOR INTEREST:** This Lease shall apply to and bind the heirs, executors, administrators, successors, and assigns of all parties hereto.
29. **ENCUMBRANCES:** Lessee shall keep said Leased Premises free and clear from any and all liens and/or encumbrances except as authorized by Lessor in writing.
30. **ADVICE OF COUNSEL:** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission

hereof or for recovery of damages, except as otherwise expressly provided herein.

31. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
32. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
33. **BROKER FEES:** Lessee warrants that it has had no dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless, and indemnify Lessor from and against any and all cost, expense, or liability for any compensation, commissions, and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.
34. **RECORDATION PERMITTED:** Lessee shall have the right to record this Lease or any memorandum or notice thereof. The parties shall agree upon an acceptable memorandum of this Lease, and in the absence thereof Lessee shall be entitled to record this Lease in its entirety.
35. **INQUIRIES:** All inquiries concerning this Lease should be addressed to David Whalen, Public Works Director, at: 595 Silver Lace Boulevard, Fernley, NV 89408. (775) 784-9929. The contact person for the Lessee is at the address given in the first paragraph of this Lease.
36. **BINDING EFFECT:** This Lease shall be binding upon the parties upon execution by them and upon receipt by Lessor of Lessee Rental Payment.

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37. ACKNOWLEDGMENT AND EXECUTION: In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY MANAGER

Daphne Hooper, City Manager
Telephone: 775-784-9864
Fax: 775-784-9967

DAPHNE HOOPER

DATED this ____ day of _____, 20__.

CITY ATTORNEY

Brandi Jensen, Esq.
Telephone: 775-784-9862
Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

BRANDI JENSEN

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

PUBLIC WORKS / GENERAL SERVICES
Telephone: 775-784-9929
Fax: 775-784-9966

David B. Whalen, P.E., Public Works Director

DATED this ____ day of _____, 20__.

LESSEE:

_____, being first duly sworn, deposes and says: That _____ is the LESSEE; that _____ has read the foregoing Contract; and that _____ understands the terms, conditions, and requirements thereof.

BY: Sheri Mendez, Associate Vice President, Business & Finance
Address: 504 S Main St.
City: Yerington State: NV Zip Code: 89447
Telephone: -775-463-6541/ Fax #: 775-463-6545
E-mail Address: Adeel Ahmed/adeela@unr.edu

(Signature of LESSEE)

DATED this ____ day of _____, 20__.

STATE OF _____)
County of _____) ss

On this ____ day of , in the year 20__, before me, _____ / Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

APPENDIX A

APPENDIX B