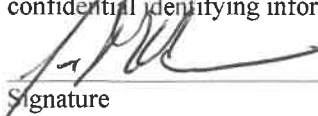


APN: 007-911-53

I hereby affirm that this document *does not* contain any Federal Social Security Number or other personal-confidential identifying information.



Signature

Jim R. Barbee, County Manager

Print Name and Title

**AGREEMENT FOR PURCHASE OF CONSERVATION /  
RESTRICTIVE USE EASEMENT**


This Agreement is made and entered into this 8th day of September, 2021, by and Between CHURCHILL COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter “Buyer”, and Randall Brent Evans and Kristen Arlene Evans, Co-Trustees of the QUAG Family Trust udo November 3, 2005, hereinafter “Seller”.

1. **Parties.** Buyer is a political subdivision of the State of Nevada. Seller is a person (person, company, or corporation), residing in or doing business in the State of Nevada.
2. **Authority.** Seller is an owner of real property in the State of Nevada and has authority to sell to Buyer an interest in that certain real property more particularly described in Section 4 hereof.
3. **Purpose.** Buyer seeks purchase of a “restrictive use easement”, or “conservation easement”, to be imposed upon all of that real property described in Section 4 hereof, for the purpose of preserving rural resources, including, without limitation, agricultural operations, open space, water resources, and military installation buffer areas.
4. **Property Description.** Physical Address of Property: 3600 Austin Hwy, Fallon, NV  
APN: 007-911-53
  - Legal Description Attached as Exhibit hereto.
  - Legal Description Not Attached as Exhibit hereto.
5. **Legal Consideration.** Subject to all other terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller for the sum of Two Hundred Ninety Thousand Dollars (\$290,000.00) a restrictive use agreement to be imposed upon all of that certain real property described in Section 4 hereof.

Buyer  and Seller   have read this page.

Other Legal Consideration:  
None

6. **Duration of Easement.** The parties hereto acknowledge that any easement purchased as a result of this Agreement is intended to be perpetual servitude, continuing and running with the land forever and shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns.
7. **Lapse.** This Agreement shall expire or lapse, without penalty to either party, in the event that final approval hereof has not been made by the Board of County Commissioners as provided for by Section 8 hereof.
8. **Governmental Approval Required.** This Agreement is subject to, and made conditional upon, final approval of the Board of County Commissioners of Churchill County, Nevada, to be made in a public meeting as provided for by Chapter 241 of the Nevada Revised Statutes (Open Meeting Law).
9. **Expiration of Offer.** This offer shall expire, subject to final approval as provided for by Section 8 hereof, the 8<sup>th</sup> day of September 2022, at the hour of 5:00  a.m.,  p.m.
10. **Evidence of Title.** Evidence of title will be in the form of a policy of Title Insurance, issued by Western Nevada Title and paid by: Buyer. Within seven (7) days of acceptance of this Agreement by Seller, Buyer will order a preliminary title report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller, in writing, any valid objections to the title. Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase easement subject to such exceptions. If Seller concludes he or she is, in good faith, unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate Agreement.
11. **Legal and Tax Consequences.** The creation of a restrictive use easement or conservation easement upon the property described in Section 4 hereof may have significant legal and tax consequences for the Seller. No promises or warranties have been made by Buyer as to any tax related benefits or liabilities that may or will rise by virtue of this Agreement. The Seller agrees to obtain independent advice from his/her legal or tax counsel regarding the subject matter of this Agreement.

Buyer [] and Seller [] [] have read this page.

12. **Escrow.** Buyer and Seller agree that they will deposit with an escrow holder, to be selected by the Buyer, all funds and instruments necessary to complete the terms of this Agreement. This Agreement, together with any addenda and other written escrow agreement will constitute joint escrow instructions to the escrow holder.
13. **Default.** In the event that the Buyer defaults in the performance of this Agreement, Seller is entitled to payment for actual damages incurred by Seller. In the event that Seller defaults in the performance of this Agreement, Buyer is entitled to payment for actual damages incurred by Buyer.
14. **Bonds and Assessments.** Except as otherwise provided for by law or other agreement, all taxes, bonds and assessments imposed upon the property shall continue to be paid by Seller relating to that certain real property described in Section 4 hereof.
15. **Attorney's Fees.** In any action, arbitration, or other proceeding involving a dispute between the Buyer and Seller, arising out of the execution of this Agreement, or the sale of the interest in real property described herein, whether for tort or breach of contract, and whether or not brought to trial or final judgement, the prevailing party will be entitled to receive a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.
17. **Time.** Time is of the essence in this Agreement.
18. **Modification.** This Agreement may be modified only in a writing executed and dated by the parties hereto.
19. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supercedes all prior agreements or representations with respect to the property which are expressly set forth.
20. **Assignment.** Except as otherwise provided for by Section 21 hereof, Buyer may not assign any right under this Agreement without the prior written consent of the Seller. Any such assignment will be void and unenforceable.
21. **Rights of Third Parties.** The parties expressly agree that for the purposes enumerated in Section 3 hereof, the servitude to be imposed upon that real property described in Section 4 shall be made for the benefit of the Buyer and for the benefit any third party contributing in the provision of legal consideration to the Seller under this Agreement, including, without limitation, the United Sates Navy.

Buyer  and Seller  [ KE ] have read this page.

22. **Payment of Liens.** The seller(s) herein acknowledge and agree that any and all liens on the real property over which the conservation easement is to be placed shall be paid in full or subordinated to said easement at the close of escrow.
23. **Pay-off of Liens.** The seller(s) agree to provide escrow agent with loan numbers and contact information for obtaining a pay-off demand of any liens together with a signed authorization for lender to deliver pay-off demands to escrow agent.
24. **Subordination of Liens.** The seller(s) agree that in the event they want to have any liens subordinated to said agreement, they will contact lender to obtain the subordination agreement. Said Subordination Agreement must be approved by buyer and title company prior to close of escrow.
25. **Additional Terms and Conditions.**  
None

26. **Addenda.**

- The following addenda are attached and made a part of this Agreement by reference.
- No addenda are attached hereto.

Dated this 8 day of September 2021.

[Signature] Seller co-trustee      [Signature] Seller co-trustee

Dated this 8th day of September 2021.

BY: [Signature]  
For Churchill County, Nevada (Buyer)