

A.P.N. **009-170-71**

RECORDING REQUESTED BY:

City of Reno
Property Management

WHEN RECORDED MAIL TO:

Nevada Division of State Parks
Land and Water Conservation Fund Program
901 S. Stewart St., Suite 5005
Carson City, Nevada 89701

WITH COPY TO:

City of Reno
P.O. Box 1900
Reno NV 89505
Attn: Property Management

NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY

This NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY (“Agreement”) is made and entered into this ___ day of _____, by and between City of Reno (“Grantee”), and the State of Nevada (“State”). Grantee and State are sometimes hereinafter referred to collectively as the “Parties.”

Recitals

WHEREAS, Grantee is the owner of that certain real property located in Washoe County, State of Nevada, described as follows:

Crissie Caughlin Park and Schiappacasse Park, 3415 Idlewild Drive, Washoe County Assessor Parcel Number 009-170-71, (hereinafter “Property”). For a complete legal description of the Property see “Exhibit A” attached hereto and incorporated herein by this reference.

WHEREAS, This Agreement is given to insure that the Property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund (LWCF) assistance, or is integral to such acquisition or development, and that, without the approval of the State, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The State shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the State, or his/her designee.

WHEREAS, Grantee has entered into a Land and Water Conservation Fund Program Funding Agreements that provide funding to implement the project, entitled “Purchase River Property” and which

has been assigned Land and Water Conservation Program Project ID No.32-00050, and “Construct Park” which has assigned Land and Water Conservation Program Project ID No.32-00132. See “Exhibit B” attached hereto and incorporated herein by this reference for project area map.

WHEREAS, State Parks has authority to award grants of money from the Land and Water Conservation Fund to a county, or a municipality within a county for the acquisition and/or development of land to be used as an outdoor recreational site open, accessible and maintained for the use and benefit of the general public in perpetuity.

Declarations

NOW, THEREFORE, in consideration of the grant funds received and the covenants and agreements contained herein, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Authorized Uses. Pursuant to this Nonrevocable Agreement to Restrict Property, Grantee agrees that the Property will be used only for outdoor recreation purposes that are consistent with the Land and Water Conservation Fund General Provisions and manuals in effect at the time of the grant award and in effect currently, and the objectives for which the Property is acquired and the local jurisdictions’ adopted recreation plan.
3. In Event of Unauthorized Uses. If at any time the Property, or any portion of it, is used for some purpose other than that stated in Paragraph 2 above, the Town of Pahrump agrees to notify State Parks of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by State Parks; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by State Parks. Failure to comply with LWCF conversion requirements will result in a determination of LWCF grant ineligibility.
4. Recordation. This Agreement shall be recorded in the Office of the Washoe County Recorder and shall run with the land.
5. Amendments. This Agreement shall not be amended except upon the written agreement of the Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements.
7. Further Assurances. Additional Documents. The Parties agree to execute any and all further documents, deeds and other writings, and to undertake any further action necessary to consummate the transactions contemplated herein.
8. Authority. Grantee and State, respectively, represent and warrant that, as of the date of this Agreement, each has the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein, and that each has duly and properly taken all

action required of it, to authorize the execution, delivery and performance by it of this Agreement.

9. Binding Effect. This Agreement is binding upon the representatives, successors, and assigns of the Parties hereto.
10. Captions. The captions and headings of the sections of this Agreement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.
11. Severability. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and intent of this Agreement may be achieved.
12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.
13. Attorneys Fees. In the event of any controversy, claim, or dispute relating to this Agreement or to the violation or infringement thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date first written above.

STATE:

STATE OF NEVADA
Division of State Parks

By: _____ Date: _____
BOB MERGELL
Administrator and State Liaison Officer

STATE OF NEVADA)
 :SS
CITY OF CARSON CITY)

On this _____ day of _____, 2020, personally appeared before me, a Notary Public, BOB MERGELL, Administrator and State Liaison Officer, Division of State Parks, who acknowledged that he executed the above document on this date.

THE STATE OF NEVADA
COUNTY OF CARSON CITY

This instrument was acknowledged before me on _____(date) by
_____(name of person).

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

Notary Public

APPROVED as to Form:

AARON FORD
Attorney General

By: _____

GRANTEE:

CITY OF RENO, a Nevada
municipal corporation

By: _____
HILLARY L. SCHIEVE
Mayor

Date: _____

STATE OF NEVADA)
 :SS
COUNTY OF WASHOE)

On this _____ day of _____, 2020, personally appeared before me, a Notary Public, HILLARY SCHIEVE, known to me to be authorized to sign on behalf of the above GRANTEE, who acknowledged that she executed the above document on this date.

THE STATE OF NEVADA
COUNTY OF WASHOE

This instrument was acknowledged before me on _____(date) by
_____(name of person).

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

Notary Public

APPROVED as to Form:

Deputy City Attorney

By: _____

EXHIBIT A
(Property Description)

Situate in the County of Washoe, State of Nevada, as follows:

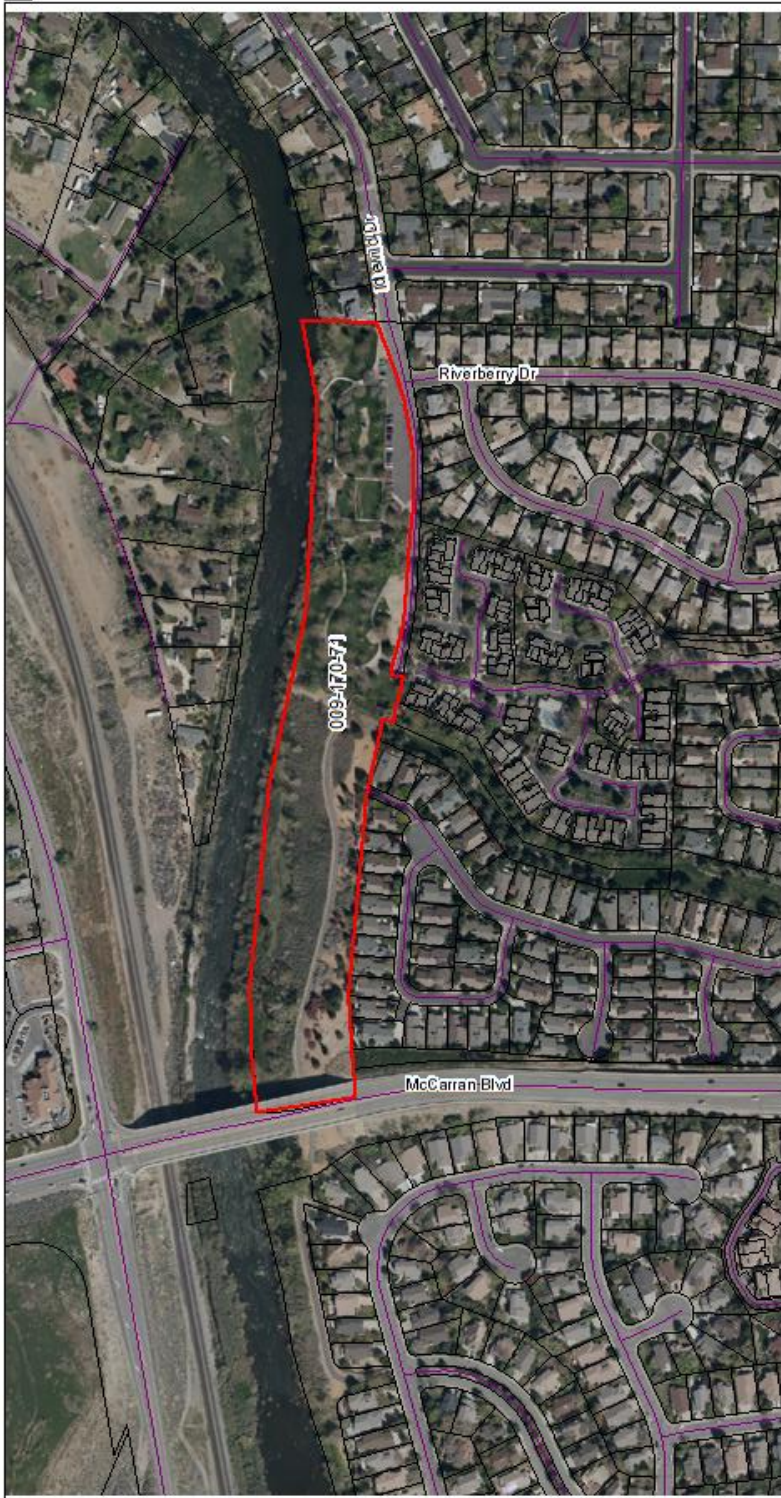
A parcel of land situate in the S $\frac{1}{2}$ of Section 16, Township 19 North, Range 19 East, M. D. B. & M., more particularly described as follows:

Begin at the Northwest corner of Lot 11 of Glenwood Estates Sub'd No. 1, Reno, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 24, 1965; thence North 0°12'30" West 239.70 feet; thence South 78°17'00" West 199.37 feet; thence North 37°55'40" West 499.02 feet; thence North 78°53'20" West 413.69 feet; thence North 85°31'00" West 491.83 feet; thence South 85°04'20" West 283.18 feet; thence South 02°40'02" West 240.06 feet; thence North 84°52'13" East 280.64 feet; thence South 85°40'53" East 464.14 feet; thence South 79°12'15" East 451.40 feet; thence South 88°12'20" East 504.94 feet; thence North 79°02'00" East 202.48 feet to the Northwest corner of Lot 11 and the point of beginning. Containing an area of 10.365 acres, more or less.

Pursuant to NRS 111.312(6) the above legal description was taken from the previously recorded Document No. 270638, Bk 697, Pg 139, recorded in the Official Records of Washoe County, State of Nevada, on December 29, 1972.

[APN 009-170-71]

Exhibit B
Project Area Map



Crisie Caughlin/Schiappacasse Parks Project – LWCF Boundary Map
Project is located entirely within Assessor's Parcel Number 009-170-71 of Washoe County Map Grid T19N R19E S16, located at 3415 Idlewild Dr, on the south bank of the Truckee River.

Produced by J. Mann, Parks Manager, 08/09/2019.

Scale 1" = 200'

