

A.P.N. **012-301-16**  
**012-302-13**

**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:

Fisherman’s Park I, 495 Galetti Way, Washoe County Assessor Parcel Numbers 012-301-16 and 012-302-13, (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 Agreement that provides funding to implement the project, entitled “Truckee River Access” and which has been assigned Land and Water Conservation Program Project ID No.32-00188G. 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)**

All that real property located in the City of Reno, County of Washoe, State of Nevada more particularly described as:

PARCEL A:

A portion of the northwest quarter of Section 7, T. 19 N., R. 20 E., M.D.B.&M., Washoe County, Nevada, being more particularly described as follows:

Commence at the north quarter corner of said Section 7; thence S. 0°01'47" W., 1428.03 feet along the center-line of said section to a point, said point also being on the south fence, line of a parcel of land now occupied by the State of Nevada, Department of Weights and Measures; thence N. 61°01'52" W., 471.81 feet along said fence line to a point on the south line of Kietzke Lane (125.00 feet wide); thence along said south line N. 86°39'06" W. (Record N. 86°34'00" W.) 729.58 feet to the beginning of a 1125 foot radius curve to the left; thence along said curve through a central angle of 29°35'08" and an arc length of 580.91 feet to a point on the westerly right of way line of U.S. Highway 395, the point of beginning; thence continuing on a 1125.0 ft. radius curve to the left from a tangent bearing S. 63°45'46" W., through a central angle of 6°40'31" and an arc length of 131.07 feet to the low water mark of the Truckee River; thence N. 78°31'48" E., 147.83 feet along said low water mark to a point on the above mentioned west line of U.S. Highway 395; thence N. 41°16'35" W. (Record N. 40°28'52" W.); 46.91 feet along said westerly line of U.S. Highway 395 to a point on the South line of Kietzke Lane, the point of beginning. Said parcel contains an area of 0.072 acres, more or less.

PARCEL B:

A portion of the northwest quarter of Section 7, T. 19 N., R. 20 E., M.D.B.&M., Washoe County, Nevada, being more particularly described as follows:

Commence at the north quarter corner of said Section 7; thence S.  $0^{\circ}01'47''$  W. 1428.03 feet along the centerline of said section 7 to the point of beginning; said point also being on the south fence line of a parcel of land now occupied by the State of Nevada, Department of Weights and Measures; thence N.  $61^{\circ}01'52''$  W., 471.81 feet along said fence line to a point on the South line of Kietzke Lane (125.00 feet wide); thence along said South line N.  $86^{\circ}39'06''$  W., 729.58 feet to the beginning of a 1125.00 foot radius curve to the left; thence along said curve through a central angle of  $12^{\circ}27'36''$  and an arc length of 244.65 feet to a point on the east line of U.S. Highway 395; thence along said East line S.  $40^{\circ}56'00''$  E., (Record S.  $40^{\circ}05'52''$  E.) 105.07 feet to a point on the northerly low water mark of the Truckee River; thence along said low water mark the following five courses and distances; N.  $89^{\circ}39'33''$  E., 416.54 feet; S.  $82^{\circ}29'21''$  E., 151.42 feet; S.  $71^{\circ}33'04''$  E., 236.16 feet; S.  $63^{\circ}30'44''$  E., 484.50 feet; S.  $58^{\circ}49'38''$  E., 107.20 feet to a point on the north-south centerline of Section 7; thence N.  $0^{\circ}01'47''$  E., 184.16 feet along said centerline of Section 7, to the point of beginning. Said parcel contains an area of 3.993 acres, more or less.

Pursuant to NRS 111.312(6) the above legal description was taken from the previously recorded Document No. 404478, Bk 966, Pg 457, recorded in the Official Records of Washoe County, State of Nevada, on April 16, 1976.

[APN 012-301-16 & 012-302-13]

**Exhibit B**

**Project Area Map**



**Fisherman's Park Project – LWCF Boundary Map**

Project is located entirely within Assessor's Parcel Numbers 012-302-13 and 012-301-16 of Washoe County Map Grid T19N R20E S07, and excludes improvements within the US 1-580 right-of-way, located on the north bank of the Truckee River adjacent to Kietzke Lane.

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

Scale 1" = 200'

