

A.P.N. **020-460-08**

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:

Miguel Ribera Park, 3905 Neil Road, Washoe County Assessor Parcel Number 020-460-08, (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 “Construct Skate Park” and which has been

assigned Land and Water Conservation Program Project ID No.32-00347. "Exhibit B" attached hereto and incorporated herein by this reference, shows a map of the project area.

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"

LEGAL DESCRIPTION

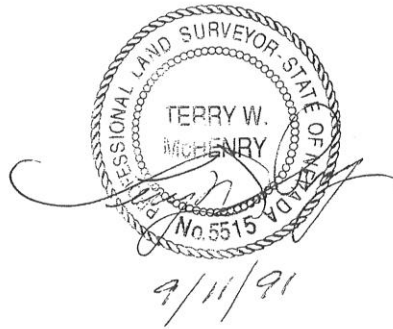
A certain parcel of land lying in the City of Reno, County of Washoe, State of Nevada, and being a portion of the Northwest one quarter of Section 30, Township 19 North, Range 20 East, M.D.M., more particularly described as follows:

Commencing at the North one quarter corner of said Section 30, said point being on the westerly line of Neil Road (50 feet wide) as shown on Record of Survey No. 31 for the Finn Ranch Tract, filed in the office of the Washoe County Recorder under file no. 156642 on October 6, 1947; thence South 1°35' East 1,555.76 feet (1,555.67 feet, record) along said westerly line of Neil Road to the southeasterly corner of Lot 38 of said Finn Ranch Tract, said point also being the intersection with the northerly line of Nutmeg Place (25 feet wide) as shown on Dedication Tract Map No. 1765, filed in the office of the Washoe County Recorder under file no. 549271 on August 3, 1978; thence West along said northerly line 20.20 feet to the TRUE POINT OF BEGINNING for this description; thence continuing West 980.78 feet to the southwesterly corner of said Lot 38; thence northerly along a portion of the westerly boundary of the Finn Ranch Tract (also being a portion of the easterly boundary of Amended Summersnow Condominium Tract Map No. 1872, filed in the office of the Washoe County Recorder under file no. 621100 on August 2, 1979) the following four courses: North 9°54' West 176.34 feet (176.32 feet, record); North 7°45' West 217.97 feet (217.95 feet, record); North 5°18' West 275.92 feet (275.9 feet, record); North 3°27' West 129.55 feet (129.54 feet, record) to the southwesterly corner of Lot 19 of said Finn Ranch Tract; thence, leaving said westerly boundary, North 87°48'30" East 88.16 feet along a diagonal drawn from the southwesterly corner to the northeasterly corner of said Lot 19, to a point on the Mauldin Lane right-of-way at its westerly terminus, being a point of non-tangent curvature in that certain deed of dedication filed in the Official Records of the Washoe County Recorder in Book 2336, at Page 799, under file no. 1071023, on May 13, 1986; thence, from a tangent bearing South 4°11'26" West, along the arc of said curve, being the new southerly right-of-way of Mauldin Lane and concave northerly, having a radius of 45.00 feet, through a central angle of 176°47'25", for an arc length of 138.85 feet to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve concave southeasterly, through a central angle of 80°24'29" for an arc length of 21.05 feet to a point of tangency with the aforesaid diagonal line; thence along said diagonal, and being the southerly line of Mauldin Lane (40 feet wide), North 87°48'30" East 858.43 feet; thence South 2°11'30" East 4.84 feet to a point of non-tangent curvature; thence from a tangent which bears North 87°48'30" East, along the arc of a 15.00 foot radius curve concave southwesterly through a central angle of 90°36'30", for an arc

length of 23.72 feet to a point of tangency with the westerly right-of-way line of Neil Road as widened 6.00 feet on the West per that certain deed filed in the Official Records of the Washoe County Recorder in Book 1667, at Page 309, under file no. 756356, on August 31, 1981; thence South 1°35' East along said westerly right-of-way line of Neil Road 601.94 feet (601.90 feet, record) to an angle point; thence, continuing along said right-of-way, South 2°13'12" East 172.35 feet (172.34 feet, record) to a point of curvature; thence along the arc of a 15.00 foot radius curve concave northwesterly through a central angle of 92°13'12", for an arc length of 24.14 feet; thence South 25.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 19.34 acres, more or less.

The BASIS OF BEARINGS for the above description is the westerly line of Neil Road, shown as South 1°35' East on Record of Survey No. 31 for the Finn Ranch Tract, filed in the office of the Washoe County Recorder under file no. 156642 on October 6, 1947.



Pursuant to NRS 111.312(6) the above legal description was taken from the previously recorded Document No. 1528091, Bk 3374, Pg 289, recorded in the Official Records of Washoe County, State of Nevada, on December 4, 1991.

[APN 020-460-08]

Exhibit B

Project Area Map

LWCF Boundary Map
Miguel Ribera Park



Legend

-  LWCF Boundary
-  Excluded Area. Includes existing indoor recreation center, police substation and leased properties. See detail map for borders of excluded area.

Parks, Recreation and Community Services
P.O. Box 1900
Reno, NV 89505
For display purposes only.

