

A.P.N. **234-031-01**
234-031-02
234-031-03

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:

Somerset West Park, 2110 Hawk Meadow Trail, Washoe County Assessor Parcel Numbers 234-031-01, 234-031-02, and 234-031-03, (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 Park" and which has been assigned Land and Water Conservation Program Project ID No.32-00357. 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.

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)

Parcel B of PARCEL MAP NO. 4574, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 21, 2006, as File No. 3403722.


APN: 234-031-01

Parcel 1 and Parcel 2 as shown on the official plat of Somerset Village 6C, Tract Map No. 5319, according to the map thereof filed in the office of the County Recorder of Washoe County, State of Nevada, on April 16, 2016, as File No. 4902637, and as amended by a Certificate of Amendment, recorded on May 24, 2019, as File No. 4913402, Official Records.

APNS: 234-031-02 and 03

Exhibit B
Project Area Map





Somerset West Park Project – LWCF Boundary Map
 Project is located within Assessor's Parcel Numbers 234-031-01, -02 and -03 of Washoe County Map Grid T19N R18E S03.
 Produced by J. Mann, Parks Manager; 08/09/2019. Scale 1" = 200'