

Doc Number: **0810357**

10/05/2012 01:32 PM

OFFICIAL RECORDS

Requested By

Dc/County Manager

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 15 Fee: \$ 0.00

Bk: 1012 Pg: 1502



Deputy: sg

Assessor's Parcel Number: N/A

Date: OCTOBER 5, 2012

Recording Requested By:

Name: NIKKI, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONSTRUCTION AUTHORIZATION #2012.212

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.



FILED

2012.212

2012 OCT -5 AM 9:48

TEHRAN
LEPA



PARKS-1, KJO, #4238, Interest #13441
Douglas County
A.P.N.:1319-09-702-006

DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

CONSTRUCTION AUTHORIZATION

Douglas County Redevelopment Agency Sidewalk Improvements

This Authorization is issued this 12th day of SEPTEMBER 2012 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the NEVADA DIVISION OF STATE PARKS hereinafter referred to as GRANTOR, and THE DOUGLAS COUNTY REDEVELOPMENT AGENCY, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR owns Douglas County Assessor's parcel number 1319-09-702-006; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an Authorization to enter onto state land for the purpose of constructing new concrete sidewalks at Mormon Station State Park, which will attach to existing sidewalks and constructed to match the existing sidewalks and will be compliant with current ADA requirements and guidelines and other appurtenant work; and

WHEREAS, NRS 322.100 gives the State Land Registrar the authority to issue a permit, license, or other authorization for any lawful use of state land administered by the Division of State Lands;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby authorize GRANTEE the privilege to enter upon property owned by the State of Nevada for the purposes stated above, hereinafter referred to as "the Project," on the following described property being situate in that portion of the Northeast Quarter of the Southeast Quarter of Section 9, Township 13 North, Range 19 East, as shown on the diagram labeled **EXHIBIT A** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for issuing this Authorization, GRANTEE, its successors and assigns, and/or its agent(s) and contractor(s) understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Genoa Landscape Enhancement Project plan dated March 1, 2012 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Authorization for the Project extends only to the areas described in **EXHIBIT A** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Authorization, a permit, license, easement, or other authorization to do so is required.

3. **CONSIDERATION:** Pursuant to NRS 322.140(1) the State Land Registrar has waived the fee for the issuance of this Authorization since the Project protects and/or promotes public health and/or safety.

5. **TERM:** This Authorization will become effective when a fully executed and notarized copy is returned to the GRANTOR along with the insurance documents as required

herein. Unless terminated sooner by another provision, this Authorization shall terminate on July 31, 2013.

6. **PERMITS:** This Authorization is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

7. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions of the Project covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

8. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

9. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Authorization and does not apply to any GRANTEE considered a Public Entity. GRANTEE, its successors and assigns, agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Authorization.

Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Kevin Olsen, Land Agent III
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

10. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the submitted application and plans, if any, on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the Project which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. If construction activities are being authorized as part of the Project, GRANTEE, agrees to provide the GRANTOR with a set of before and after construction photographs of the Project area to be taken from established points agreed to by GRANTOR.

11. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

12. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

13. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during the term of this Authorization, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

14. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the term of the Authorization, and further agrees to return the land to its pre-project condition, exclusive of the new sidewalks upon completion of the work.

15. MAINTENANCE: The NEVADA DIVISION OF STATE PARKS shall be responsible for all maintenance of the Project within the authorized area.

16. **WARRANTIES:** GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

17. **NOTICES:** All notices under this Authorization shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Douglas County Redevelopment Agency
PO Box 218
Minden, NV 89423

18. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A.**

19. **COMPLIANCE TO CONDITIONS:** Failure to concur with or comply with any of the conditions contained herein will cause this Authorization to become invalid and shall require the termination and, if applicable, removal of the Project and appurtenances. GRANTEE agrees to provide a copy of this Authorization to its contractors prior to entering and beginning any work on the property described herein.

20. **WAIVER:** The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Authorization or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

21. SURVIVAL: This Authorization, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

22. ENTIRE AGREEMENT: This Authorization and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Authorization may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Authorization shall be binding upon GRANTOR and GRANTEE, their successors and assigns during the term of this Authorization.

23. SEVERABILITY: If any term or provision of this Authorization, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Authorization or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Authorization shall be valid and shall be enforced to the fullest extent permitted by law.

24. GOVERNING LAW: This Authorization shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

25. VENUE: Any lawsuit brought to resolve a dispute arising from this Authorization must be brought either in the location of the Project or in Carson City, Nevada.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not give any property rights either in real estate or material

nor does it obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

GRANTOR acknowledges the Authorization, including all benefits and obligations will be assigned by the GRANTEE in the future. It is currently anticipated the Town of Genoa will be the assignee/successor. The GRANTEE may assign the benefits and obligations of the Authorization to the Town of Genoa. Any other assignment requires that: (i) GRANTOR is given prior written notice of the GRANTEE'S intent to assign, and (ii) any assignment may be made only to a governmental or non-profit entity with a mission that includes the management of property for open space and recreational purposes.


This Agreement is made and entered into for the sole protection and benefit of the Parties. This Agreement does not create, and may not be construed as creating, any third-party rights of action in any other person or entity.

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IN WITNESS WHEREOF, the parties hereto have executed this Authorization as of the day and year first above written.

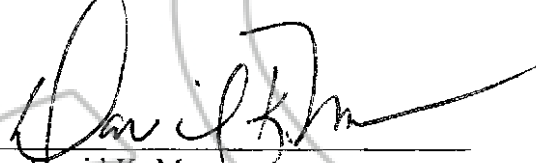
GRANTOR:

**STATE OF NEVADA
Division of State Lands**

By 
DAVID MARLOW
Supervisory Land Agent
For and on behalf of
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Lands Registrar

APPROVED:

**STATE OF NEVADA
Division of State Parks**

By 
David K. Morrow
Administrator

Date: 5/30/12



GRANTEE:

DOUGLAS COUNTY REDEVELOPMENT AGENCY

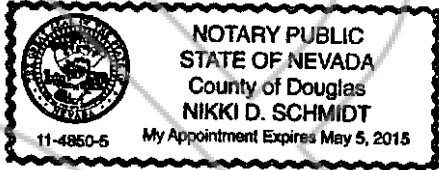
By _____

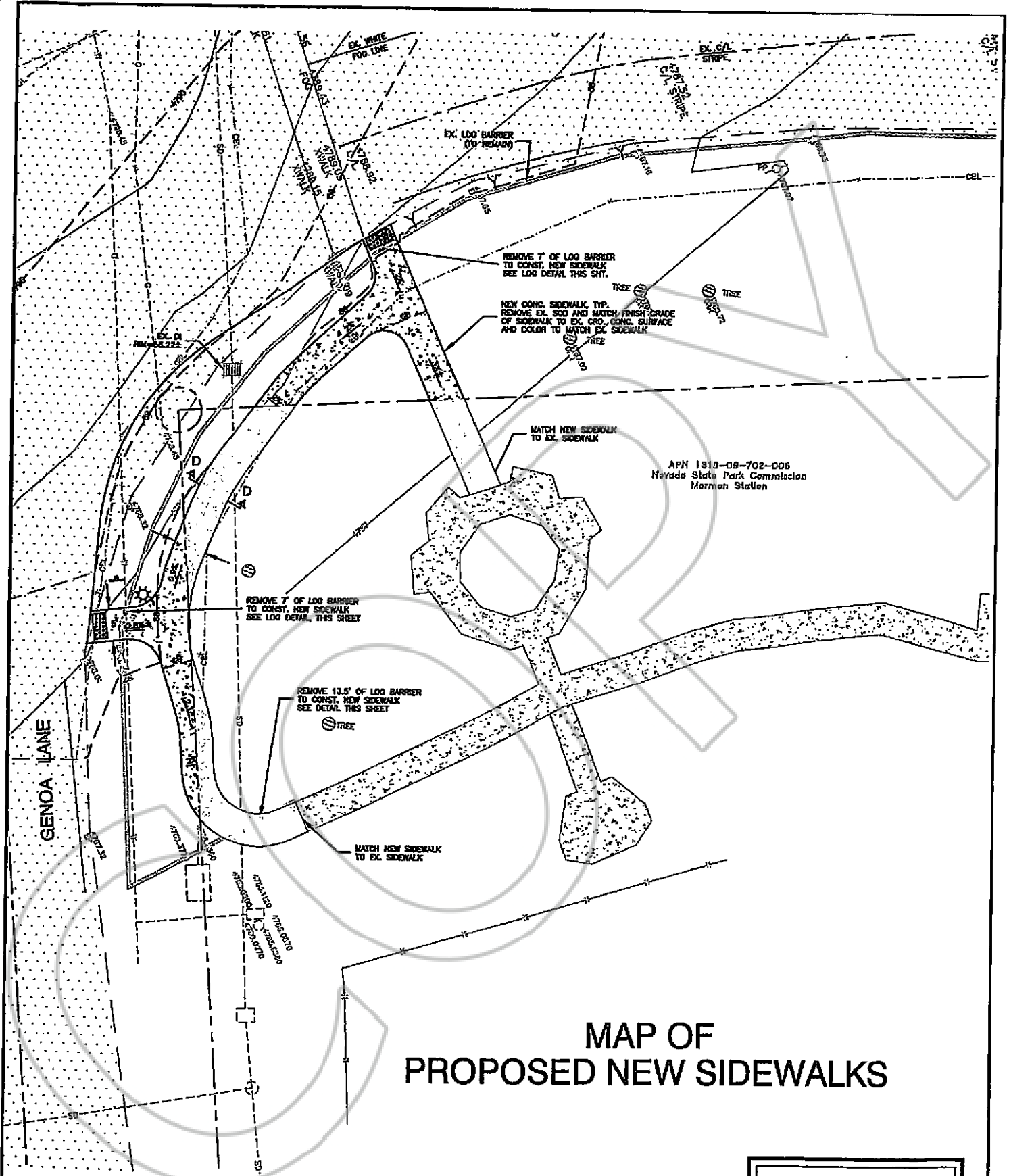
STATE OF NEVADA)
 ss.
COUNTY OF Douglas)

On September 6 2012, personally appeared before me, a notary public, _____
Lee Bonner, who acknowledged that ~~(s)~~ he executed the above document.

Nikki D. Schmidt

NOTARY PUBLIC





APN 1810-09-702-006
Nevada State Park Comm. Station
Mormon Station

MAP OF PROPOSED NEW SIDEWALKS

 NEW SIDEWALK WITHIN MORMON STATION PARCEL

Scale: 1"=20'

EXHIBIT A

RESOURCE CONCEPTS, INC.

Sandra Wendel & Associates
 1824 10th STREET, SUITE 3
 MINDO, NV 89423
 775-782-8942 Fax: 775-782-8943
 sandra@sra.com
 NV #501 and CA #2800

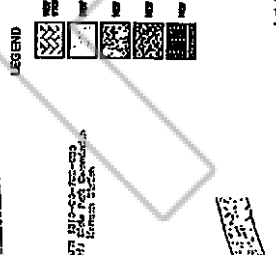
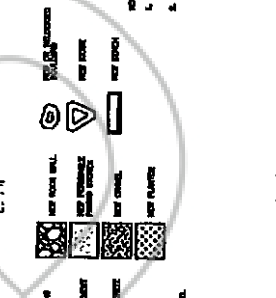
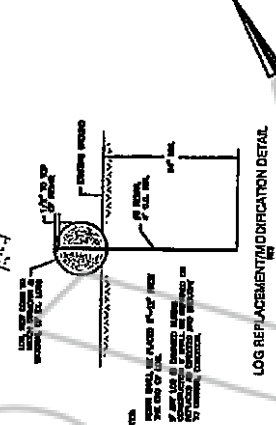
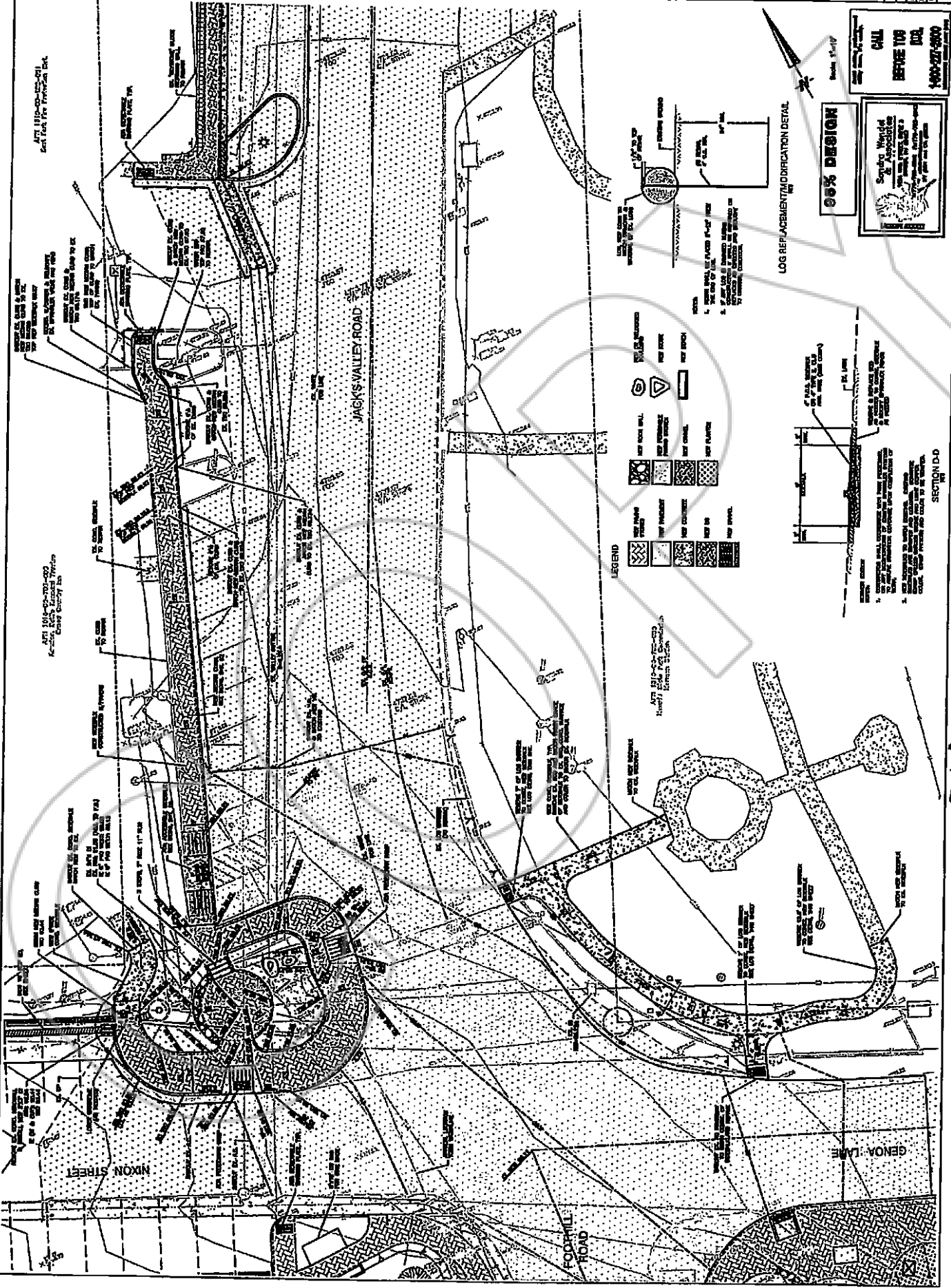
LANDSCAPE ARCHITECT

RESOURCE CONCEPTS, INC.
ENGINEERING · PLANNING · RESOURCE MANAGEMENT
348 N. UNIVERSITY STREET
CHICAGO, ILL. 60607
PHONE: 773-462-1800
FAX: 773-462-1801
WWW.RESOURCECONCEPTS.COM

DATE	
REVISION	

GENOA LANDSCAPE ENHANCEMENT PROJECT
GRADING PLAN
JACKS VALLEY ROAD AND NIXON STREET

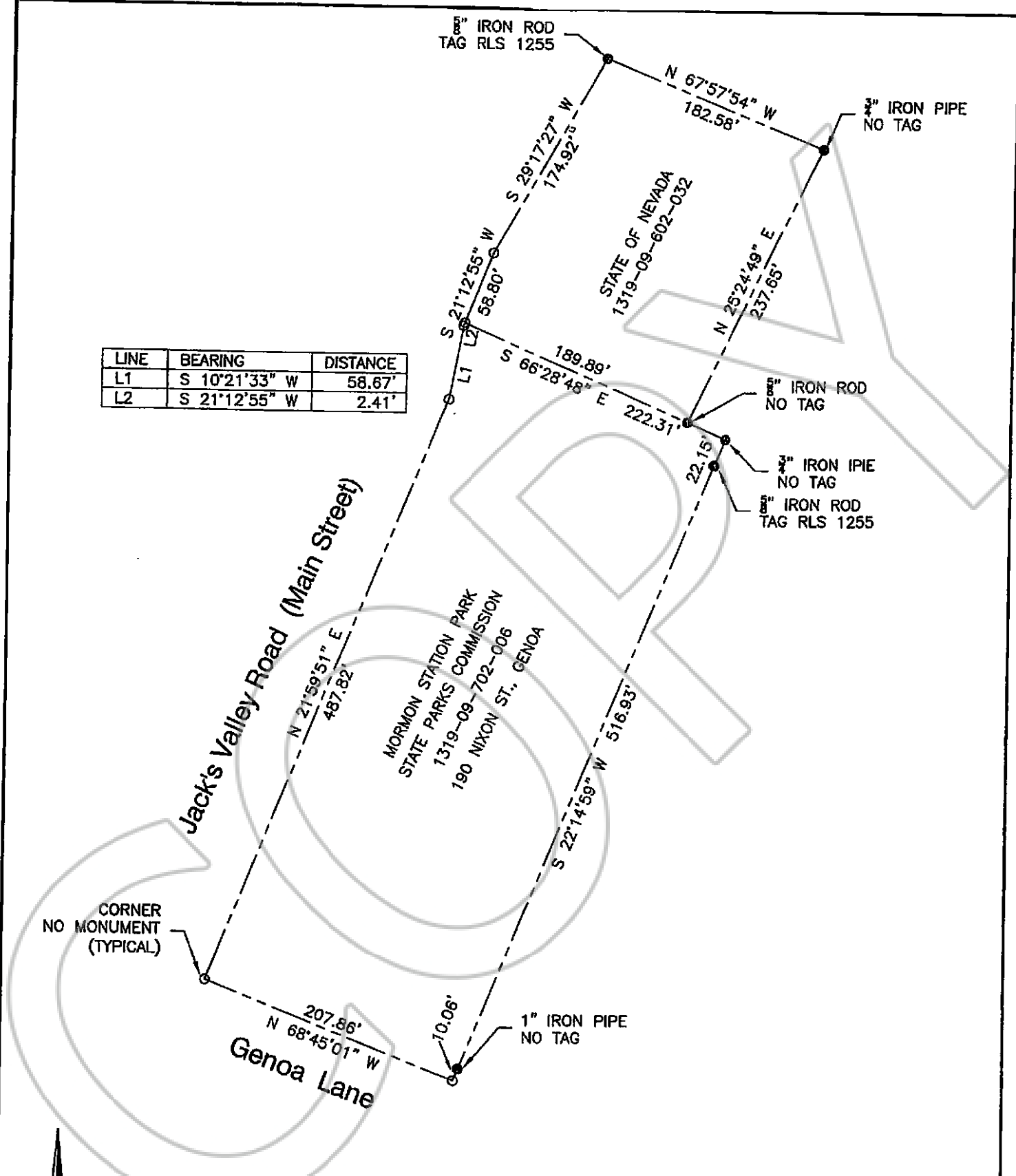
PROJECT: GENOA LANDSCAPE ENHANCEMENT PROJECT
DRAWN: JWH/TJK
CHECKED: JWH/TJK
DATE: 5/1/12
SCALE: AS SHOWN
SHEET CID



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**CONSTRUCTED DRAWING
REDUCED PLAN**
EXHIBIT A

LINE	BEARING	DISTANCE
L1	S 10°21'33" W	58.67'
L2	S 21°12'55" W	2.41'



PROPERTY MAP
 Mormon Station Park
 Genoa, Nevada

EXHIBIT A

Sandra Wendel & Associates
 1824 10th STREET, SUITE 3
 MENDOK, NV 89423
 775-782-8942 Fax 775-782-8943
 sandro@swa.com
 NV 8301 and CA 82606

Scale: 1"=20'

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 5, 2012

THAN Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carolyn [Signature] Deputy