

DOUGLAS COUNTY, NV

2015-859577

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LAW OFFICES OF MICHAEL B. SPRINGER, PC

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1318-27-001-009;

1318-27-001-011

Recording Requested By:

Name: Michael B. Springer, Esq.

Address: 9460 Double R Blvd., Ste. 103

City/State/Zip Reno, NV 89521

Real Property Transfer Tax: \$

NOTICE AND CLAIM OF LIEN

(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.

APN: 1318-27-001-009
1318-27-001-011

WHEN RECORDED MAIL TO:

Michael B. Springer, Esq.
LAW OFFICES OF MICHAEL B. SPRINGER
9460 Double R Blvd., Suite 103
Reno, NV 89521

NOTICE AND CLAIM OF LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: \$9,645,121.00 as a guaranteed maximum price.
2. The total amount of all additional or changed work, materials and equipment, together with damages computed to be in the sum of \$912,861.00 resulting from the owner's cardinal change in the contract of alternatively, abandonment of the parties' contract, is: \$10,183,489.00.
3. The total amount of all payments received to date is: \$10,174,034.97.
4. The amount of this lien, after deducting all just credits and offsets, is: \$9,654,575.03.
5. The names of the owner, if known, of the property is: Neva One, LLC, a Nevada limited liability company, David Park and Jon Park, Managers.
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished, or agreed to furnish work, materials or equipment is: The owner, Neva One, LLC.
7. A brief statement of the terms of payment of the lien claimant's contract is: Payments on account of costs within the guaranteed maximum price, as defined in Article 5 of the Prime Contract Agreement, "shall be made within twenty-five (25) days after certification by owner and architect of contractor's

application for payment, which shall itemize all reimbursables within the guaranteed maximum price in reasonable details."

NRS 624.609 provides, in part:

(3) If, pursuant to subparagraph (2) or (3) of paragraph (a) of Subsection 2 or paragraph (b) of Subsection 2, an Owner intends to withhold any amount from a payment to be made to a Prime Contractor, the Owner must give, on or before the date the payment is due, a written notice to the Prime Contractor of any amount that will be withheld. The written notice of withholding must: (a) identify the amount of the request for payment that will be withheld from the Prime Contractor; (b) give a reasonably detailed explanation of the condition or reason the Owner will withhold that amount, including, without limitation, a specific reference to the provision or section of the agreement, and any documents relating thereto, and the applicable building code, law or regulation with which the Prime Contractor has failed to comply; and (c)

General Conditions of the Contract provide in part:

9.3.1 - On or before the last day of each calendar month, Contractor shall submit to the Owner and the Architect an itemized application for payment for work performed in accordance with the schedule of values; although dated as of the last day of the calendar month, the application for payment shall be prepared from actual results as of the twenty-fifth (25th) day of the month and projected results through the end of that month.

9.4.1 - The Architect will, within seven (7) days after receipt of Contractor's Application for Payment, either issue to Owner a proposed Certificate for Payment, with a copy to Contractor, for such amount as the Architect determines is properly due, or notify Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1 below.

9.5.1 - The Architect may decide not to certify payment and may withhold a proposed Certificate for Payment in whole or in part, to the extent reasonably necessary to protect Owner, if in the Architect's opinion the representations to Owner required by subsection 9.4.2 above cannot be made. If the Architect is unable to certify payment in the amount of the application, the Architect will notify Contractor

and Owner as provided in subsection 9.4.1 above. If Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a proposed Certificate for Payment for the amount for which the Architect is able to make such representations to the owner.

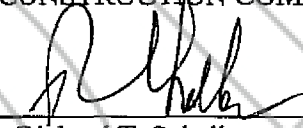
...

9.6.1 - On or before 25 days after Owner's receipt of Contractor's proposed Certificate for Payment approved by Architect, Owner shall make payment to Contractor of the amounts specified therein, unless Owner objects to any portion thereof, in which case Owner shall make payment of the balance and give notice to Contractor of the amounts withheld and the reason for such withholding . . .

- 8. A description of the property to be charged with this lien is: Commonly referred to as Highway 50, South Lake Tahoe, Douglas County, Nevada, formerly known as the Horizon Casino. APN: 1318-27-001-009 and 1318-27-001-011. (See attached Exhibits "A" and "B" hereto, unofficial copies of documents bearing recordation document numbers as recorded with the Recorder of Douglas County, Nevada, on the 29th day of January, 2014.

DATED this 1st day of April, 2015.

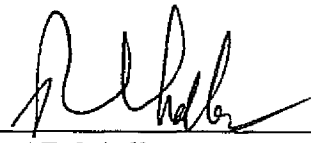
SMC CONSTRUCTION COMPANY

By: 
Richard T. Schaller
Its: President

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

Richard T. Schaller, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.


Richard T. Schaller

SUBSCRIBED AND SWORN to before me
this 1st day of April, 2015

Gina Jackson

Notary Public
GINA L. JACKSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-4437-2 - Expires January 31, 2016

(S\SMC CONSTRUCTION, INC\HARD ROCK\LIEN.wpd)

COPY

EXHIBIT "A"

COPY

EXHIBIT "A"



EXHIBIT "A"

Legal Description of Property

Escrow No.01301766 CD

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

A parcel of land located within a portion of the East one-half of Section 27, Township 13 North, Range 18 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point, being the intersection of the Westerly right-of-way line of U.S. Highway 50 and the Nevada/California state line, which bears S 48°39'46" E., 991.89 feet from the General Land Office State Line Monument as shown on the Record of Survey for Park Cattle Company, Document No. 155945 of the Douglas County Recorder's Office;

Thence N. 27°59'57" E., along said Westerly right-of-way line, 745.71 feet to the True Point of Beginning;

Thence N 62°01'24" W., 1105.54 feet to a Brass Cap in concrete;

Thence N 27°58'53" E., 713.86 feet to a 5/8" rebar and cap marked LS#625 on the Southerly right-of-way line of Loop Road per Document No. 24881 of the Douglas County Recorder's Office;

Thence 161.15 feet along said Southerly right-of-way line and along the arc of a curve to the right having a central angle of 07°53'30" and a radius of 1170.00 feet, (chord bears N. 73°30'38" E., 161.02 feet);

Thence S 62°00'03" E., 990.89 feet to said Westerly right-of-way line;

Thence S. 27°59'57" W., along said Westerly right-of-way line, 826.26 feet to the POINT OF BEGINNING.

Said land is also shown on that certain Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Co., filed in the office of the County Recorder of Douglas County, State of Nevada on March 27, 1992, in Book 392, Page 4659, as Document No. 274260, Official Records.

EXHIBIT "B"

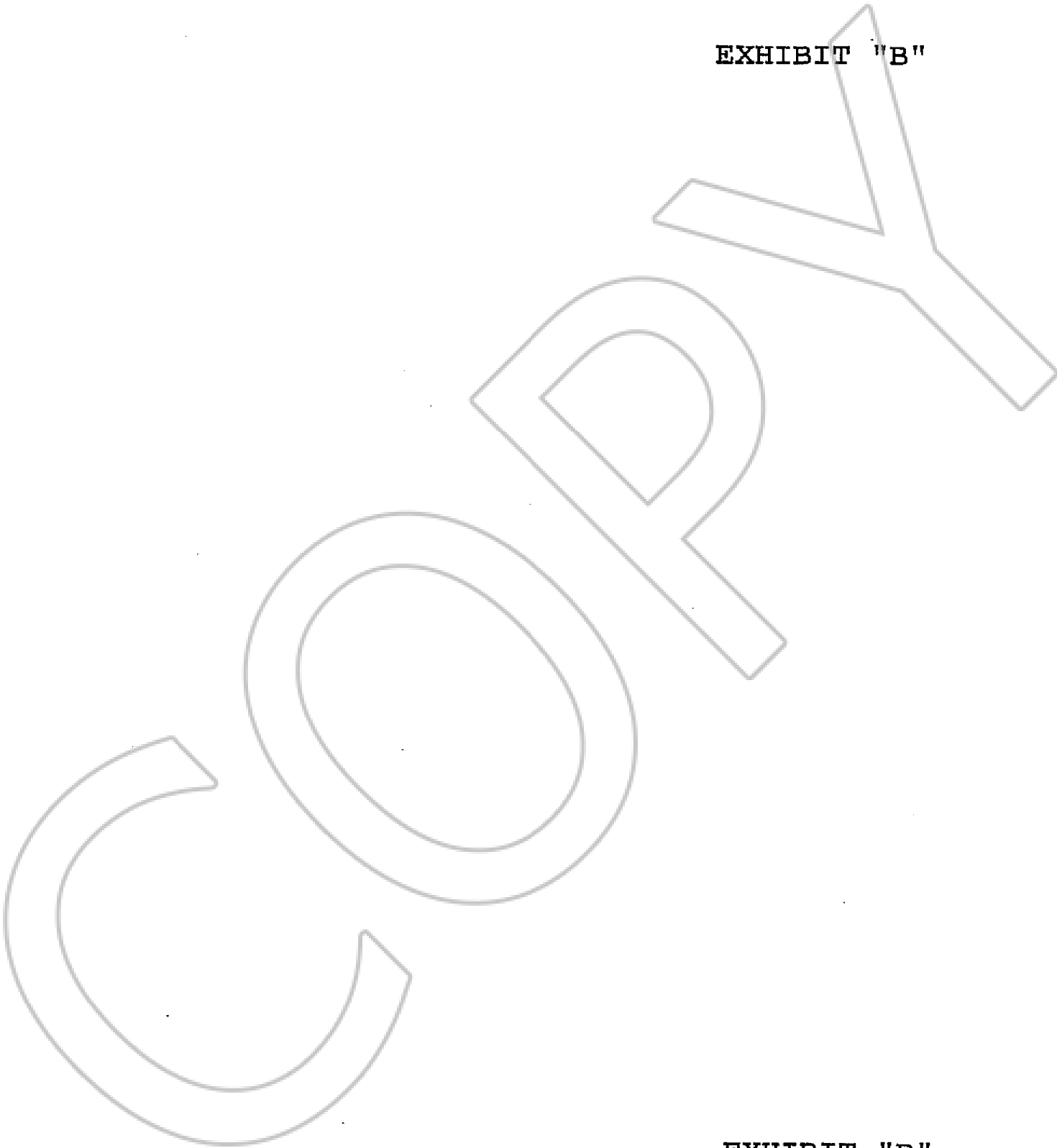


EXHIBIT "B"



Document Number 274257 is provided pursuant to the requirements of Section 6.NRS 111.312

PARCEL 2:

A parcel of land located within a portion of the East one-half of Section 27, Township 13 North, Range 18, East, MDB&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point, being the intersection of the Westerly right-of-way line of U.S. Highway 50 and the Nevada/California state line, which bears S. 48°39'46" E., 991.89 feet from the General Land Office State Line Monument as shown on the Record of Survey for Park Cattle Company, Document No. 155945 of the Douglas County Recorder's Office;

Thence N. 27°59'57" E., along said Westerly right-of-way line; 1571.97 feet to the True Point of Beginning;

Thence N. 62°00'03" W., 990.89 feet to the Southerly right-of-way of Loop Road per Document No. 24881 of the Douglas County Recorder's Office;

Thence 657.67 feet along said southerly right-of-way line and along the arc of a curve to the right having a central angle of 32°12'23" and a radius of 1170.00 feet, (chord bears S. 86°26'25" E., 649.04 feet), to the Northwest corner of the First Interstate Bank parcel;

Thence S. 27°59'57" W., along the Westerly line of said parcel; 187.06 feet;

Thence S. 62°00'03" E., along the Southerly line of said parcel, 400.00 feet to said Westerly right-of-way line;

Thence S. 27°59'57" W., along said Westerly right-of-way line, 81.47 feet to the POINT OF BEGINNING.

Said land is also shown on that certain Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Co., filed in the office of the County Recorder of Douglas County, State of Nevada on March 27, 1992, in Book 392, Page 4659, as Document No. 274260, Official Records.

APN: 1318-27-001-011

Document Number 274258 is provided pursuant to the requirements of Section 6.NRS 111.312