

**City of Carson City
Agenda Report**

Date Submitted: May 12, 2009

Agenda Date Requested: May 21, 2009

Time Requested: 10 minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve a "Joint Use Parking Lot Maintenance Agreement" between the City of Carson City and Michael Pegram for the new parking lot funded by Mr. Pegram, owner of Bodine's Casino, located at the Carson City Fairgrounds at Fuji Park. (Roger Moellendorf)

Staff Summary: On December 7, 2007, the Board of Supervisors approved a "Joint Use Parking Agreement" with Mr. Michael Pegram, developer and owner of Bodine's Casino. This agreement was approved in consideration of a \$1,000,000 donation from Mr. Pegram to the City for the construction of the new parking lot as part of the Carson City Fairgrounds renovation project. The "Joint Use Parking Agreement" stipulates that the City and Bodine's will share equally in the maintenance of the parking lot. The attached "Joint Use Parking Lot Maintenance Agreement" assigns maintenance tasks and responsibilities to each party.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve a "Joint Use Parking Lot Maintenance Agreement" between the City of Carson City and Michael Pegram for the new parking lot funded by Mr. Pegram, owner of Bodine's Casino, located at the Carson City Fairgrounds at Fuji Park.

Explanation for Recommended Board Action: The Carson City Fairgrounds renovation project including the construction of the parking lot is completed and is being used jointly by the City and Bodine's as per the conditions set forth in the "Joint Use Parking Agreement." The "Joint Use Parking Lot Maintenance Agreement" further solidifies the City's partnership with Bodine's and assigns maintenance tasks and responsibilities to each party.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: Maintenance cost associated with the parking lot will be shared by the City and Bodine's.

Explanation of Impact: See above.

Funding Source: N/A

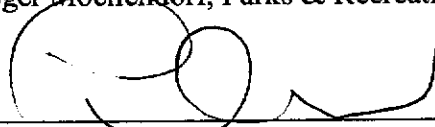
Alternatives: Deny or reject the Agreement and ask Staff to renegotiate another agreement with Mr. Pegram.

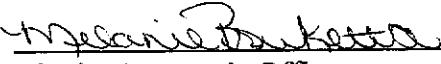
Supporting Material:

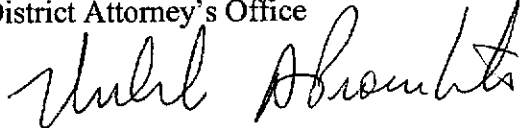
“Joint Use Parking Lot Maintenance Agreement.”

“Joint Use Parking Agreement” approved December 7, 2007.

Prepared By:  **Date:** 5/12/09
Roger Moeffendorf, Parks & Recreation Director

Reviewed By:  **Date:** 5/12/09
Larry Werner, City Manager

 **Date:** 5/12/09
District Attorney's Office

 **Date:** 5/12/09
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____ _____

(Vote Recorded By)

JOINT USE PARKING LOT MAINTENANCE AGREEMENT

This Agreement (the "Agreement"), is made and effective as of this _____ day of _____, 200__, by and between the City and County of Carson City, a political subdivision of the State of Nevada (hereinafter referred to as "City") and Michael Pegram or assignee with an office located at 6010 N. Inver Gordon Road, Paradise Valley, AZ 85253 (hereinafter referred to as "Developer") collectively referred to as the "Parties."

RECITALS

WHEREAS, the City is the owner in fee simple of certain real property located in Carson City, Nevada on Carson Street and Old Clear Creek Road commonly referred to as Carson City Fairgrounds at Fuji Park and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Lot A"); and

WHEREAS, the Developer or assignee is the owner in fee simple of certain real property located in Carson City, Nevada on Carson Street and Old Clear Creek Road, commonly referred to as Bodines, and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Lot B"); and

WHEREAS, the said parcels are adjacent parcels of land; and

WHEREAS, the City and Developer entered into two agreements, where upon the close of the aforementioned escrow, the Developer would donate to the City One Million Dollars (\$1,000,000.00) to make improvements to Carson City Fairgrounds, more particularly described in "Exhibit C" ("Offer and Acceptance to Donate One Million Dollars to Carson City for Carson City Fairgrounds") and "Exhibit D" ("Joint Use Parking

Agreement") attached hereto and incorporated herein by reference.

WHEREAS, the improvements included the design, engineering, demolition, purchase of materials, grading, paving, curbing, landscaping, lighting and all other improvements necessary for the construction of a parking lot around and adjacent to the Carson City Fairgrounds' Arena that the City will own, more particularly described in "Exhibit E" ("Parking Lot") attached hereto and incorporated herein by reference; and

WHEREAS, in exchange for the Developer's donation to construct and improve the Parking Lot, the Developer may utilize the Parking Lot as overflow parking for his adjacent business; and

WHEREAS, the City and the Developer consider it to be in their best interests to maintain the Parking Lot in a safe and presentable condition; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, the City and the Developer agree as follows:

1. The City agrees to be responsible for the general maintenance of the Parking Lot including, without limitation, sweeping of the Parking Lot, litter control on the Parking Lot and the emptying and maintenance of waste disposal dumpsters located on the Parking Lot. The City will be responsible for any costs associated with this general maintenance.

2. The City and the Developer will share equally all reasonable costs associated with any necessary capital improvements, major maintenance or repairs to the asphalt of the Parking Lot and any concrete curb and gutter and concrete paths adjacent to the Parking Lot, not including the sidewalk located adjacent to the Rodeo Arena. This includes, without limitation, asphalt overlays, fog sealing, seal coating, filling and sealing of cracks,

painting and striping of parking stall lines or other markings and concrete curb and path repair or replacement. For improvements or repairs with an estimated cost of less than \$5,000, the City will determine the necessary improvements or repairs and the time line for the work to be performed. For improvements or repairs with an estimated cost of \$5,000 or more, the City and the Developer agree to meet to discuss whether the improvement or repair is necessary and the time line for the work to be performed. If the City and the Developer are unable to agree as to whether the improvement or repair is necessary, the final determination of whether such improvement or repair is necessary will be made by the City.

The City will determine the necessary improvements or repairs and the time line for the work to be performed.

3. The City agrees to be responsible for the capital improvements, major maintenance or repairs to the concrete of the sidewalk located adjacent to the Rodeo Arena.

4. The City agrees to be responsible for the landscaping and irrigation systems located on or adjacent to the Parking Lot. The City will be responsible for any costs associated with the maintenance or replacement of the landscaping or irrigation systems and for the cost of water used for the landscaping or irrigation systems.

5. The City agrees to be responsible for maintenance of the lighting systems located on or associated with the Parking Lot. The City will be responsible for the costs of any maintenance of the lighting systems, including, without limitation, replacing lamps, ballasts or fixtures or repair or replacement of poles, wiring or controls. The Developer agrees to notify the City of any maintenance or repairs needs for the lighting systems.

Except as otherwise provided in this paragraph, the City agrees to maintain or repair the lighting system no later than two business days after receiving notification from the Developer of the need for maintenance or repair. If the City determines that the City will be unable to complete maintenance or repair of the lighting system within two business days of receiving notification from the Developer, the City agrees to notify the developer of an estimated date for the maintenance or repair. The Developer will be responsible for the costs of any electricity used by the lighting systems.

6. The City and the Developer agree that the Developer will control the programming of all lighting systems located on the Parking Lot. The City agrees to design the lighting system to facilitate the scheduling and programming of the lights by the Developer and that the design of the lighting system will be consistent with the same illumination and candlepower lighting standards for the light system located on the parking lot on property of the Developer. The Developer agrees to have all parking lot lighting systems programmed to operate during all scheduled activities and events located at the Carson City Fairgrounds at Fuji Park from dusk until dawn or as requested by the City.

7. The Developer agrees to be responsible for any snow removal required to be conducted at the Parking Lot and the sidewalk that runs east/west directly in front of the Rodeo Arena.

8. The City's Parks and Recreation Department will send an itemized bill representing any sums due to the City from the Developer pursuant to this Agreement annually on or before July 1. The Developer or his successors and assigns shall send payment to the City's Parks and Recreation Department no later than 45 days after July 1.

9. This Maintenance Agreement once accepted shall be binding on the

successors and assigns to the Developer, and in the event the Developer divests any portion of his interest in Lot B, this Agreement shall continue to be binding on any of Developer's successors and assigns to any portion of Lot B.

10. The City shall be the sole owner of the Parking Lot and shall have exclusive rights to the completed improvements and may change or remove any of the improvements if in the City's best interests provided that no change or removal shall occur during the duration of the Joint Use Parking Agreement, or any extension thereof, without the Developer's written consent unless the changes or removals are due to non appropriation of funds for maintenance of the Parking Lot.

11. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same are either oral or in writing, or express or implied, between the Parties hereto with respect to the subject matter hereof. No change to or modification of this Agreement shall be valid or binding unless the same shall be in writing and signed by a duly authorized representative of City and a duly authorized representative of the Developer.

12. A waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future. Furthermore, the failure of a party to insist upon strict adherence to any term of this Agreement, or to object to any failure to comply with any provision of this Agreement, shall not be a waiver of that term or provision by laches. The receipt of a party of any benefit from this Agreement shall not effect a waiver or estoppel of the right of that

party to enforce any provision of this Agreement.

13. If any provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable or (ii) if it cannot be so modified, be deemed not to be part of this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. Subject to the provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, legal representatives, administrators, successors and assigns, and wherever a reference in this Agreement is made to either of the Parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the heirs, executors, legal representatives, administrators, successors and assigns of such party, as if in every case so expressed.

15. This Agreement may be executed in counterparts with the understanding that so long as each of the Parties signs one or more such counterparts, this Agreement shall have the same force and effect as though all signatures appeared on one document. The Parties expressly agree that a facsimile signature shall be deemed to have the same validity, force, and effect as an original signature.

16. This Agreement shall be governed and construed under the laws of the State of Nevada.

17. The exhibits to this Agreement consist of the following:

Exhibit "A" - Lot A - the City's Carson City Fairgrounds at Fuji Park

Exhibit "B" - Lot B - the Developer's property commonly referred to as

Bodines

Exhibit "C" - the "Offer and Acceptance to Donate One Million Dollars to
Carson City for Caron City Fairgrounds"

Exhibit "D" - the "Joint Use Parking Agreement"

Exhibit "E" - the Parking Lot

In witness whereof the Parties have caused this Agreement to be effective as of the
day and year of the signature of the Mayor of Carson City indicated below.

CARSON CITY, a Consolidated
Municipality of the State of Nevada

Bob Crowell, Mayor

By: Michael Pegram

Dated this ____ day of _____, 200__.

ATTEST:

Alan Glover, Clerk Recorder

APPROVED AS TO FORM:

District Attorney

Dated this ____ day of _____, 200__.

Carson City for Caron City Fairgrounds@

Exhibit AD@ - the Joint Use Parking Agreement@

Exhibit AE@ - the Parking Lot

In witness whereof the Parties have caused this Agreement to be effective as of the day and year of the signature of the Mayor of Carson City indicated below.

CARSON CITY, a Consolidated Municipality of the State of Nevada

Bob Crowell, Mayor


By: Michael Pegram

Dated this _____ day of _____, 200_____.

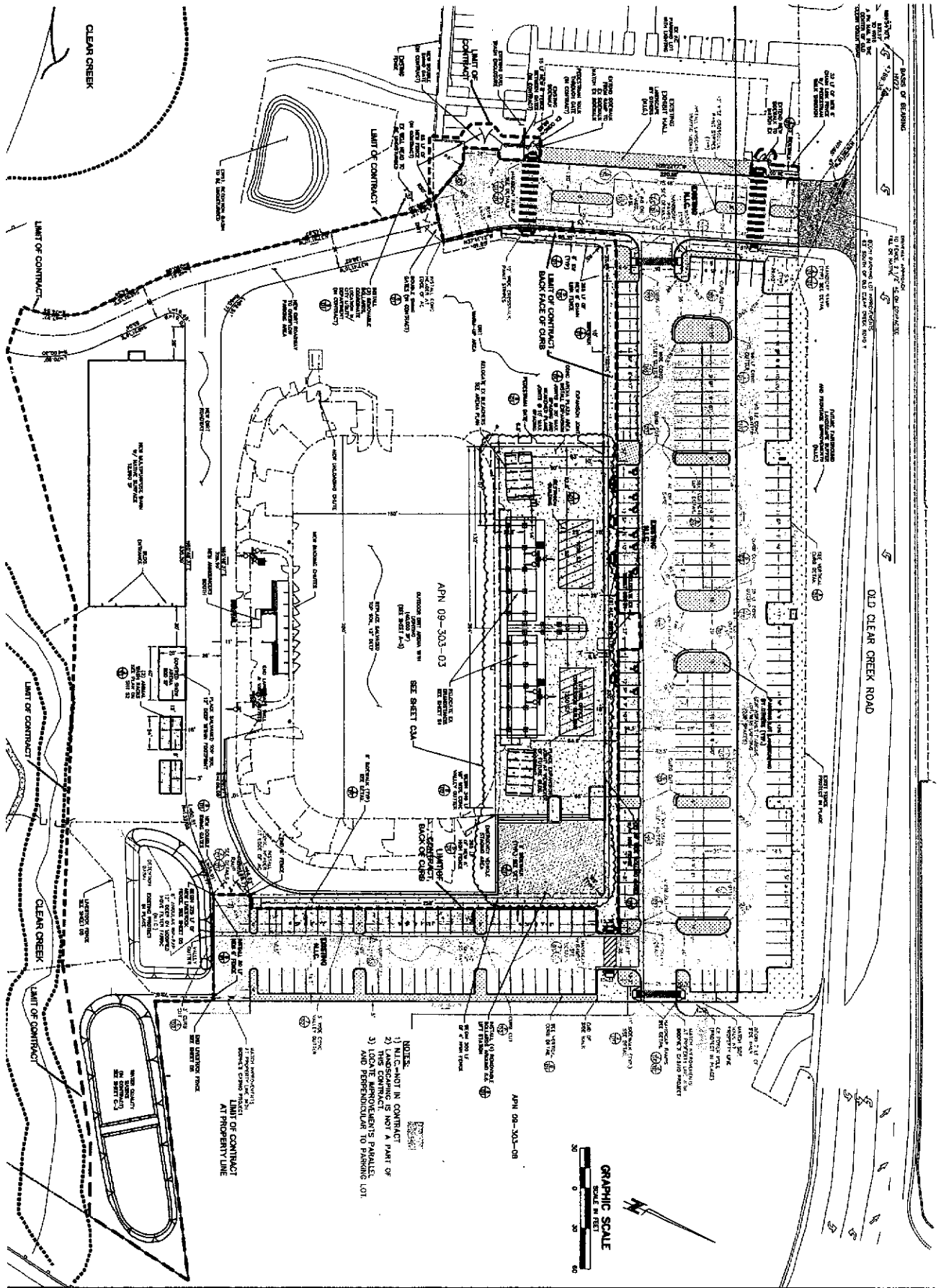
ATTEST:

Alan Glover, Clerk Recorder

APPROVED AS TO FORM:

District Attorney

Dated this _____ day of _____, 200_____.



- NOTES:
- 1) NOT-NOT IN CONTRACT
 - 2) THIS CONTRACT NOT A PART OF
 - 3) LOT IMPROVEMENTS PARALLEL AND PERPENDICULAR TO PARKING LOT

GRAPHIC SCALE
FOOT IN FEET

REV	DATE	DESCRIPTION
1	11/18/07	CONFORMED FOR CONSTRUCTION
2	11/18/07	PLAZA CHANGE
3		
4		

C2

DATE: SEPTEMBER 2009
DRAWN BY: [Name]
CHECKED BY: [Name]
JOB NO.: 946-143

CARSON CITY PARKS AND RECREATION DEPARTMENT

FAIRGROUNDS / FUJI PARK
RODEO ARENA IMPROVEMENTS, PHASE IV-PART 2
SITE PLAN

CARSON CITY CONFORMED FOR CONSTRUCTION NEVADA

LUMOS ASSOCIATES

REGISTERED PROFESSIONAL ARCHITECTS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS

1000 S. GARDNER AVENUE
SUITE 100
CARSON CITY, NV 89401
TEL: 795.633.1111
WWW.LUMOSASSOCIATES.COM

DATE: SEPTEMBER 2009
DRAWN BY: [Name]
CHECKED BY: [Name]
JOB NO.: 946-143

ORIGINAL

JOINT USE PARKING AGREEMENT

This Agreement (the "Agreement"), is made and effective as of this 7th day of December, 2006, by and between the City and County of Carson City, a political subdivision of the State of Nevada (hereinafter referred to as "City") and Michael Pegram or assignee with an office located at 6010 N. Inver Gordon Road, Paradise Valley, AZ 85253 (hereinafter referred to as "Developer").

RECITALS

WHEREAS, the City is the owner in fee simple of certain real property located in Carson City, Nevada on Carson Street and Old Clear Creek Road commonly referred to as Carson City Fairgrounds at Fuji Park and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Lot A"); and

WHEREAS, the Developer or assignee is in escrow to purchase, in fee simple, certain real property located in Carson City, Nevada on Carson Street and Old Clear Creek Road, commonly referred to as Bodines, and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Lot B"); and

WHEREAS, the said parcels are adjacent parcels of land; and

WHEREAS, the Developer has adequate parking according to Carson City Municipal Code for the anticipated use on Lot B; and

WHEREAS, upon the close of the aforementioned escrow, the Developer desires to provide the design, engineering, demolition, purchase of materials, grading, paving, curbing, landscaping, lighting and all other improvements necessary for the construction of a new parking lot around and

365314

adjacent to the Carson City Fairgrounds' Arena, more particularly described in "Exhibit C" attached hereto and incorporated herein by reference ("Parking Lot") that the City will own; and

WHEREAS, the Developer desires to utilize the newly constructed Parking Lot as overflow parking for his adjacent business; and

WHEREAS, the City finds that allowing the Developer to make said improvements and utilize the proposed newly constructed Parking Lot will increase the use and enjoyment of Carson City Fairgrounds and will provide additional amenities to visitors of Carson City Fairgrounds; and

WHEREAS, the City desires to have a new parking lot constructed at the Carson City Fairgrounds' Arena; and

WHEREAS, the City finds that providing improved parking at the Carson City Fairgrounds' Arena will increase the use of the Arena and will enhance the experience to residents, visitors and tourists to the City; and

WHEREAS, as an express condition to the Developer's right to utilize the Parking Lot, the City has required certain conditions, one of which is an agreement to fully indemnify the City as more particularly described in this Agreement; and

WHEREAS, it is the intent of the parties to enter into a separate maintenance agreement for the Parking Lot; and

WHEREAS, the Developer considers it to be in his best interest to comply with such conditions as required by the City.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, the City and the Developer agree as follows:

1. The Developer agrees to make said improvements including, but not limited to, the design, engineering, demolition, purchase of materials, grading, paving, curbing, landscaping and

lighting associated with the construction and completion of the Parking Lot more specifically described in "Exhibit C."

2. The City agrees to cooperate and coordinate with the Developer with the construction of the Parking Lot including, to the greatest extent possible, the securing of all necessary permits and licenses.

3. The City agrees to provide all demolition and relocation of the arena and horse barns on or before September 1, 2007. If the City fails to complete this work by said deadline, it will refund the portion of the donation, more particularly described in the "Offer and Acceptance to Donate One Million Dollars to Carson City for Carson City Fairgrounds at Fuji Park," of even date herewith, attributable to the arena lighting, to the Developer. The Developer agrees to provide all demolition, grading, and construction associated with the shared Parking Lot on or before September 1, 2007. If the Developer does not completed its work by the date specified, the balance of said One Million Dollar (\$1,000,000.00) donation, will be paid to the City by the Developer.

4. The City agrees to allow the Developer to use the Parking Lot as overflow parking for an initial term of 40 years. The Developer may request an extension of this Agreement by providing a written request to the City not less than 120 days prior to the termination date of this Agreement. The Board of Supervisors may approve the extension requests to commence immediately following the then existing term, so long as the Board finds, by majority vote, that the Developer is in substantial compliance with all the terms and conditions stated herein including any other agreements between Developer and the City provided however, that the parties may negotiate such additional and reasonable consideration to be paid by the Developer or his successors to the City and such other terms the parties deem reasonable and necessary to this Agreement at the time of each extension which extensions shall not be unreasonably withheld. At no time shall said extensions alter

the provisions of paragraphs 9 and 10 stated herein.

5. The Developer agrees to protect, defend by counsel approved by the City, indemnify and hold the City as well as any of its employees, agents, representatives and invitees, harmless from and against any and all costs, actions, suits, orders, expenses, damages, judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise (including, without limitation, the payment of damages, both actual and consequential, and the payment of the actual fees and expenses of experts and attorneys), arising out of or in connection with any of the uses or activities of the Developer, or any of its successors, assigns, tenants, operators, shareholders, affiliates, divisions, subsidiaries, employees, agents, representatives and invitees, on or about the Parking Lot. The City shall have the right, at its option, to participate in any action or to be defended by counsel approved by the City. Said approval of counsel by the City shall not be unreasonably withheld from the Developer.

6. The amount of the indemnity granted by the Developer to the City hereunder shall be in the aggregate sum of Five Million Dollars (\$5,000,000.00), which shall be adjusted for inflation every five (5) years, and the requirement that such indemnity be required of all future transferees, successors and assigns. In no event shall there be any joint or several liability amongst the Developer and any of the other parties indemnifying the City pursuant to separate agreements. Each such party indemnifying the City shall be solely liable for any claims of indemnity by the City due to the use, in any manner whatsoever, by any such party, or any of its successors, assigns, tenants, operators, shareholders, affiliates, divisions, subsidiaries, employees, agents, representatives and invitees, of the rights granted to any such party and its successors and assigns by the use of the Parking Lot.

7. In the event of any future assignment or transfer of Lot B by the Developer, the City

shall, in order for the continuation of certain rights granted to the Developer for the use of the Parking Lot, be provided with a new indemnity agreement in the amount of Five Million Dollars (\$5,000,000.00), which shall be adjusted for inflation every five (5) years, from any such future successor, assign or transferee from the date any such transferee, successor or assign of said parcel takes title to Lot B until the termination of this Agreement. Said adjustment for inflation shall be based on the cumulative increases in the cost of living, if any, and shall be calculated based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Western Urban Area, Subgroup "all items" (1982-84=100) (the "Index"). The Index published as of the month of the effective date of this Agreement shall be considered the "Base Index". Such adjustment shall reflect a percentage equal to the cumulative percentage increase, if any, in the Index over the Base Index as of the month prior to the date of transfer of title to any such parcel. Notwithstanding any subsequent decrease in the Index, the amount of the new indemnity agreement shall be no less than as expressly set forth herein. In the event said index is changed or discontinued, the most nearly comparable official price index of the United States Government shall be used for computing the foregoing adjustment to the amount of the indemnity, after converting the existing index as of the base date of the new index,

8. The City shall not, in any manner whatsoever, be liable for any consequences, injuries, damages, costs, expenses (including payment of reasonable attorneys' fees and costs) or causes of action, of any nature whatsoever, arising out of or suffered by the Developer or its parent corporation, or any of its affiliates, divisions, subsidiaries, employees, agents' representatives, invitees, vendors, service providers or any other entity or person affiliated, in any manner whatsoever, with the Developer as a result, whether direct or indirect, from the use, in any manner whatsoever, by the Developer, or any of its successors, assigns, tenants, operators, shareholders,

affiliates, divisions, subsidiaries, employees, agents, representatives and invitees of the rights granted to the Developer and its successors and assigns of the Parking Lot.

9. This Agreement does not control or address the use, scheduling of events or any other activities at Carson City Fairgrounds, however, the use, scheduling of events or any other activities should not prohibit Developer's ability to use the Parking Lot subject to reasonable capacity limitations.

10. At all times during the course of this Agreement, said Parking Lot shall be available to all persons free of charge.

11. The Developer agrees the Parking Lot shall never be used to meet the minimum City parking requirements for the Developer's project.

12. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same are either oral or in writing, or express or implied, between the parties hereto with respect to the subject matter hereof. No change to or modification of this Agreement shall be valid or binding unless the same shall be in writing and signed by a duly authorized representative of City and a duly authorized representative of the Developer.

13. A waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future. Furthermore, the failure of a party to insist upon strict adherence to any term of this Agreement, or to object to any failure to comply with any provision of this Agreement, shall not be a waiver of that term or provision by laches. The receipt of a party of any benefit from this Agreement shall not

effect a waiver or estoppel of the right of that party to enforce any provision of this Agreement.

14. If any provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable or (ii) if it cannot be so modified, be deemed not to be part of this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

15. Subject to the provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and assigns, and wherever a reference in this Agreement is made to either of the parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the heirs, executors, legal representatives, administrators, successors and assigns of such party, as if in every case so expressed.

16. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

17. This Agreement may be executed in counterparts with the understanding that so long as each of the parties signs one or more such counterpart, this Agreement shall have the same force and effect as though all signatures appeared on one document. The parties expressly agree that a facsimile signature shall be deemed to have the same validity, force, and effect as an original signature.

18. This Agreement shall be governed and construed under the laws of the State of Nevada.

19. The exhibits to this Agreement consist of the following:

Exhibit "A" - Lot A - the City's Carson City Fairgrounds at Fuji Park

365314

Exhibit "B" - Lot B - the Developer's property commonly referred to as Bodines

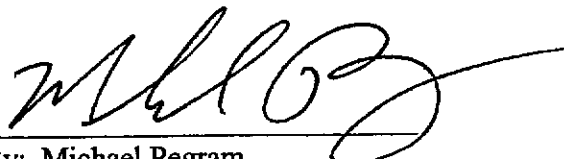
Exhibit "C" the Parking Lot

In witness whereof the parties have caused this Agreement to be effective as of the day and year of the signature of the Mayor of Carson City indicated below.

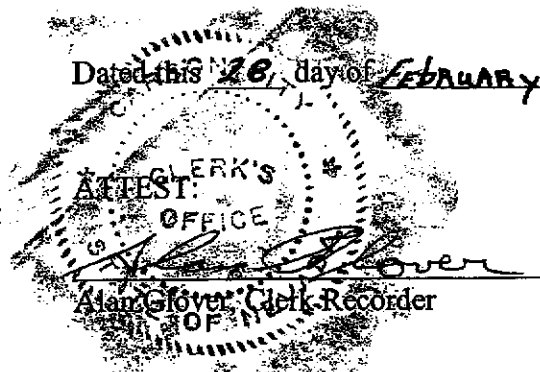

CARSON CITY, a Consolidated
Municipality of the State of Nevada



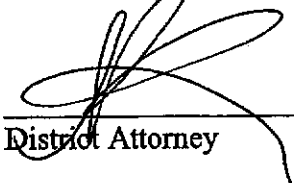
Marv Teixeira, Mayor


By: Michael Pegram

Dated this 28 day of FEBRUARY, 2007.


CLERK'S
OFFICE
ATTEST:

Alan Glover, Clerk-Recorder

APPROVED AS TO FORM:



District Attorney

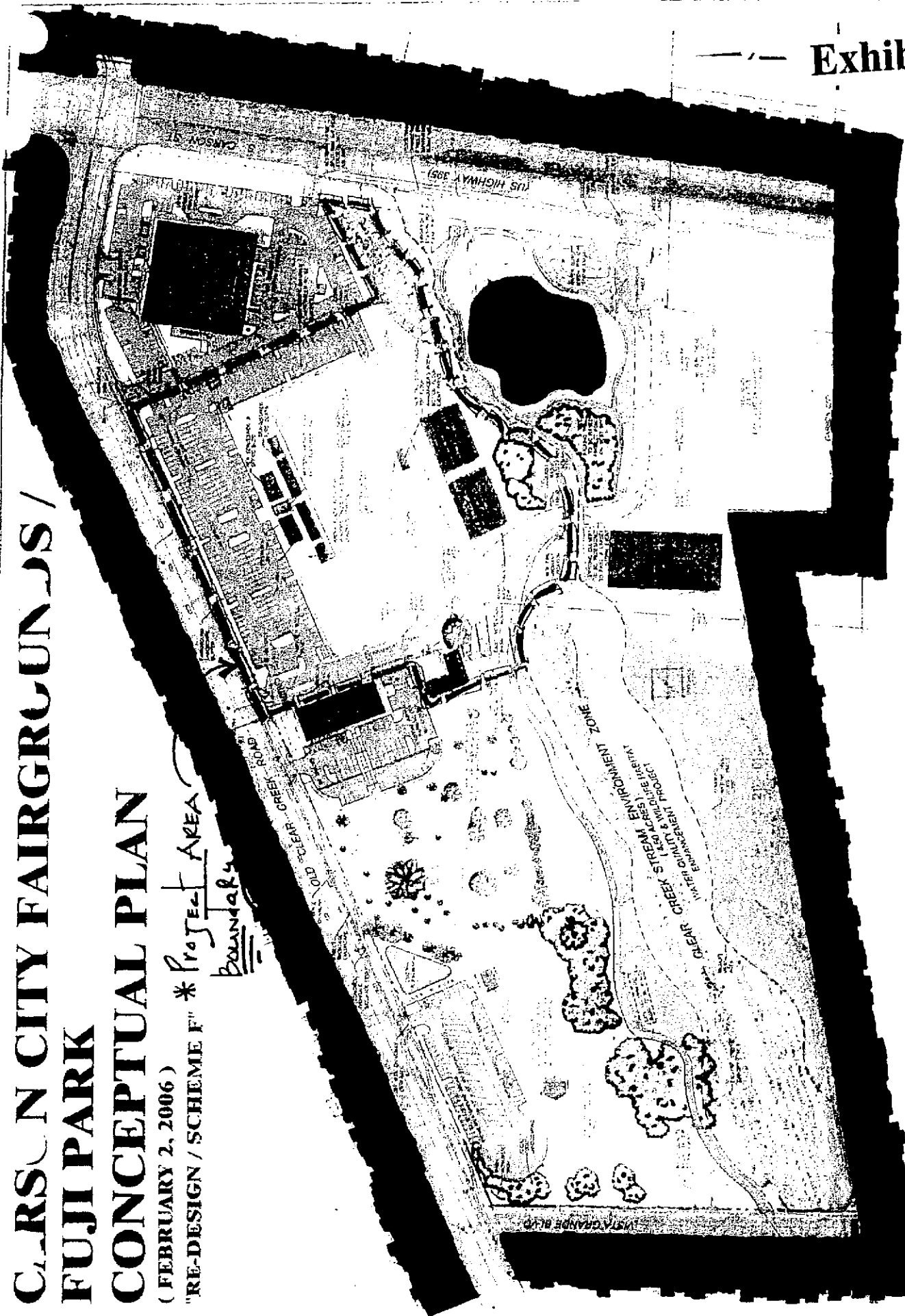
Dated this 28 day of February, 2007.

CARSON CITY FAIRGROUNDS / FUJI PARK CONCEPTUAL PLAN

(FEBRUARY 2, 2006)

"RE-DESIGN / SCHEME F" * PROJECT AREA

Boundary



*Carson City Fairgrounds / Fuji Park User Coalition approved Conceptual Plan on February 2, 2006

APN None
APN _____
APN _____

RECORDED AT THE
REQUEST OF
**CARSON CITY CLERK TO
THE BOARD**

2007 MAR -8 PM 2:23

FILE NO. 365314

ALAN GLOVER
CARSON CITY RECORDER
FEES MC DEP Pa

FOR RECORDER'S USE ONLY

Joint Use Parking Agreement
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law. State specific law: _____

Katherine McLaughlin
Signature

Katherine McLaughlin
Print Name & Title
Recording Secretary

WHEN RECORDED MAIL TO:

365314