

APN: 008-211-50, 008-211-51, 008-21-47

When recorded please mail to:

Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89701

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND
FOR HOME MEANS NEVADA INITIATIVE**

Nevada Cares Campus Supportive Housing

This Declaration of Restrictive Covenants is entered into between the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (hereafter "Division") and Washoe County ("Grantee"); a political subdivision of the State of Nevada, with reference to the following facts:

A. The property which is the subject of and is to be bound by this Declaration of Restrictive Covenants is known as the Nevada Cares Campus Supportive Housing Project ("Project"), situated in Washoe County, Nevada and is located on the real property described in Exhibit "A" attached hereto and incorporated herein by reference. The real property described in Exhibit "A" shall be construed to include all fixtures and improvements located on such real property and the tenements, hereditaments and appurtenances thereto. Division and Grantee agree that the real property to be bound by this Agreement is the portion of the real property upon which the Project is situated on and not the entirety of the parcels described in Exhibit "A."

B. Grantee was awarded a Grant pursuant to the Home Means Nevada Initiative by the Division in the amount of \$21,900,000 for the Project.

C. Grantee and the Division agree to enter into this Declaration of Restrictive Covenants for the Project for the Period of Affordability.

BASED UPON THE FOREGOING, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Declaration of Restrictive Covenants shall have the following meanings:

A. "Agreement" means this Declaration of Restrictive Covenants, as the same may be amended, changed, modified or supplemented from time to time.

B. "Area Median Gross Income" means the median gross income of the area in which

the Project is located as determined by the Secretary in a manner consistent with the determination of area median gross income under Section 8 of the Housing Act, with adjustments for family size.

C. "Division" means the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada, or any successor to the Division.

D. "Grantee" means Washoe County.

E. "Gross Rent" means all rents paid by the Tenant, including the amount paid by the Tenant to the Grantee for utilities and any other mandatory fees paid by the Tenant to the Grantee, but excludes any payment under Section 8 of the Housing Act or any comparable federal rental assistance program and any other rental assistance program excluded from Gross Rent under 26 USC §42(g)(2). If the Tenant pays his or her utilities directly to a utility company, Gross Rent shall include any utility allowance prescribed by the Secretary.

F. "Housing Act" means the United States Housing Act of 1937, as amended, and any regulations pertaining thereto, as the same may be amended, changed, modified or supplemented from time to time.

G. "HUD" means the United States Department of Housing and Urban Development.

H. "Income" means the gross income of a Tenant determined in a manner consistent with the requirements of 26 USC §42(d)(2)(B). Income shall be determined at the time a Tenant begins occupancy and shall be re-determined at least annually.

I. "Period of Affordability" means 30 years beginning from the date the Project is available for occupancy.

J. "Project" means the multi-family residential housing project known as the Nevada Cares Campus Supportive Housing Project and located on the real property described in Exhibit "A," attached and incorporated herein.

K. "Qualified Low-Income Housing Project" has the meaning ascribed to it in 26 USC §42(g)(1).

L. "Secretary" means the Secretary of the Treasury of the United States.

M. "Tenant" means the individual or individuals entitled to occupy a unit in the Project by lease or other legal relationship with the Owner/Grantee.

N. "Unit" means any unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation. Provided, however, that single-room occupancy housing used on a non-transient basis may be treated as one or more units, even though the housing may provide eating, cooking and sanitation facilities on a shared basis.

ARTICLE II

COVENANTS RUNNING WITH THE LAND

A. Declaration of Covenants. The Grantee hereby declares that the Project is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions contained in this paragraph A of Article II, all of which are hereby declared to be in furtherance of the purpose of providing affordable low-income housing. All provisions contained in this paragraph shall be deemed to be covenants running with the land or as an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Owner/Grantee and its successors and assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be acquired. Accordingly, the following covenants, conditions, and restrictions are hereby imposed upon the Project:

1. Maintenance of the Project as a Qualified Low-Income Housing Project. During the Period of Affordability the Grantee shall maintain the Project as a Qualified Low-Income Housing Project for Tenants at or below 60% of the Area Median Gross Income. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement, Grantee shall repay all Funds to the Division.

2. Prohibitions on Transfer of the Project. Grantee shall not sell, transfer, convey, exchange, or otherwise dispose of the Project to a third party, unless the Grantee's entire interest in the Project is conveyed to such third party, and the Division consents in writing to such a sale, transfer, conveyance, exchange or disposition. Upon approval of the transfer by the Division, the transferee agrees to be bound by the terms of this Agreement. Grantee hereby agrees that it shall not enter into an agreement whereby Grantee agrees to sell, transfer, convey, or exchange any interest in itself to another entity, unless the Division consents in writing to such sale, transfer, conveyance, or exchange.

3. Residential Rental Requirements. During the Period of Affordability the Grantee will hold all Units in the Project continuously open for rental purposes to Tenants with incomes at or below 60% of the Area Median Gross Income.

4. Tenant Protections; Housing Quality Standards. During the Period of Affordability, Grantee agrees to comply with applicable Tenant protections and housing quality standards for any additional federal housing programs that the Project is subject to.

ARTICLE III ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTEE

A. In addition to the covenants running with the land made by the Grantee and described in Article II of this Agreement, the Grantee further represents, covenants and warrants the following:

1. Grantee is political subdivision of the State of Nevada; has all necessary powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to do business and is in good standing in the State of Nevada.

2. The execution and performance of this Agreement by Grantee will not violate or has not violated any law, rule, regulation, or any order of any court or other agency or governmental body, and will not violate or has not violated any provision of any indenture, agreement, mortgage, mortgage note, deed of trust, or other instrument in which the Grantee is a party or to which the Project is subject.

3. This Agreement and all obligations of Grantee under the terms of this Agreement are legally binding on Grantee and enforceable in accordance with their terms.

4. There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Grantee threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Grantee's duty to carry out or perform its obligations under this Agreement.

5. If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Grantee shall use its best efforts to repair and restore the Project to substantially the same conditions as existed prior to the event causing such damage or destruction and thereafter to operate the Project in accordance with the terms of this Agreement.

6. The Grantee shall not execute any other agreement, contract or instrument with provisions contradictory to, or in opposition to, the provisions contained herein.

7. Grantee has good and marketable title to the Project.

8. At least annually, the Grantee shall determine and certify the Income of each Tenant and within a reasonable time thereafter provide such information to the Division.

9. At least annually, the Grantee shall furnish to the Division the Gross Rents that are charged by the Grantee with respect to each Unit.

10. The Grantee shall notify the Division if there is a determination by the United States Department of Treasury that the Project is no longer a Qualified Low-Income Housing Project. Such written notification to the Division shall be given within fifteen (15) days of the determination by the United States Department of Treasury.

11. The legal description attached hereto as Exhibit "A" is a true and correct copy of the legal description of the real property on which the Project is located.

12. The Grantee acknowledges that the Division is required to monitor the Project for noncompliance. The Grantee agrees to be obligated and to pay to the Division such amounts as are assessed against the Grantee by the Division from time to time to recover the Division's costs in connection with the monitoring of the Project.

ARTICLE IV
TERM OF AGREEMENT/PERIOD OF AFFORDABILITY

This Agreement shall commence on the first day that the Project is available for occupancy and shall continue for 30 years. This Agreement will not burden the property thereafter.

**ARTICLE V
ACCESS TO BOOKS AND RECORDS**

The Grantee shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Division to inspect all books and records of the Grantee relating to the Project including, but not limited to, records relating to the Income of Tenants and the Gross Rents charged with respect to the Low-Income Units. The Grantee shall also submit such further information, documents or certifications as may be requested by the Division, that the Division deems reasonably necessary to substantiate the Grantee's compliance with the provisions of this Agreement and the Code.

**ARTICLE VI
EFFECT OF COVENANTS IN AGREEMENT**

A. Covenants Running With the Land. Each promise, covenant, and agreement contained in this Agreement and the undertaking to comply with each provision contained in this Agreement: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Project, is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall be deemed a real covenant by the Grantee for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Project, as a real covenant and servitude for the benefit of the Project; (iii) shall, by virtue of acceptance of any right, title or interest in the Project by a successor in interest to the Grantee, be deemed accepted, ratified, adopted and declared as a personal covenant of such successor in interest to the Grantee, and, as a personal covenant, shall be binding on such successor in interest and such successor in interest's heirs, personal representatives, successors and assigns, and shall be deemed a personal covenant to, with and for the benefit of the Division and the Tenants (whether prospective, present or former occupants); and (iv) shall be deemed a covenant, obligation and restriction in favor of the Division and any Tenant (whether prospective, present or former occupant), burdening and encumbering the title to the Project in favor of the Division and each Tenant (whether prospective, present or former occupant) for the Period of Affordability.

B. Personal Covenants. Each covenant, representation, agreement, promise and warranty contained in this Agreement and any undertaking to comply with such provisions shall be deemed a personal covenant by the Grantee and shall be binding on the Grantee's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with, and for the benefit of the Division.

**ARTICLE VII
ENFORCEMENT AND REMEDIES**

In addition to any other remedies provided by law, each provision of this Agreement with respect to the Grantee or successor in interest to the Grantee shall be enforceable by the Division and/or the Tenants (whether prospective, present or former occupants), as the case may be, by a

proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, legal fees and/or costs in a court of the State of Nevada.

ARTICLE VIII RECORDING AND FILING

A. Recordation of Agreement and Amendments. Upon execution of this Agreement by the Division and the Owner/Grantee, the Grantee shall cause this Agreement, and all amendments hereto, to be recorded and filed in the official records of the office of the County Recorder in the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recordation of this Agreement, and all amendments hereto, the Grantee shall immediately furnish the Division an executed original of the recorded Agreement showing the date, book and page numbers of record.

B. Recordation of Instrument Terminating Agreement. Upon the termination of this Agreement, the Division and the Grantee shall execute and thereafter record in the official records of the County Recorder in which the Project is located, an instrument or such other documents necessary to notify third parties of the effective date of the termination of this Agreement and that the Project and the Grantee are no longer bound by the terms and provisions of this Agreement. The Grantee shall be responsible for paying all fees, costs, or charges, including attorneys' fees, incurred in connection with the preparation and recordation of such instrument.

ARTICLE IX AMENDMENTS

A. This Agreement may not be amended, changed, modified, altered or terminated unless a written instrument is executed and acknowledged by each of the parties hereto or their successors and is duly recorded in the official records of the County Recorder in the county in which the Project is located.

ARTICLE X MISCELLANEOUS

A. Attorneys' Fees. If any Party brings an action or proceeding to enforce, protect, or establish any right or remedy under the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

B. Severability. In the event that any one or more of the foregoing covenants, conditions, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, all of the remaining covenants, conditions and restrictions not so expressed or declared to be invalid shall continue in full force and effect.

C. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any portion of the Project is hereby declared to be a violation of this Agreement and subject to any and all of the enforcement procedures herein set forth.

D. No Waiver. The failure to enforce any provisions of this Agreement shall not operate as a waiver of any such provision or of any other provision of this Agreement, nor shall such failure constitute a waiver of the right to enforce the same or any other provision of this Agreement for any subsequent violation.

E. Notices. All notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be considered given (a) upon personal delivery of a copy to the party to be served or by standard overnight mail delivery; or (b) forty-eight (48) hours after mailing such notice by certified or registered mail, postage pre-paid, properly addressed and deposited in the United States mail. The addresses for notices shall be as follows:

To Division: Nevada Housing Division
1830 E. College Parkway, Suite 200
Carson City, Nevada 89706

To Grantee: Washoe County
1001 E 9th Street
Building A, Attn: Housing and Homeless Services
Reno, Nevada 89512

Any change in the address of either Division or Grantee shall be made by giving to the other party written notice of such change in the manner provided for above. Therefore, all such notices shall be given in accordance with the Notice of Change. Notices given before the actual receipt of the Notice of Change shall not be affected by the change.

F. Interpretation of Agreement. In interpreting and applying provisions of this Agreement, it is not the intent of this Agreement to interfere with the provision of any law or ordinance or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to a law relating to the use of the Project; nor is it the intention of this Agreement to interfere with or abrogate covenants or other agreements between parties; provided, however, that where this Agreement imposes a greater restriction upon the use or occupancy of the Project, or upon the construction or rehabilitation of the Project, or in connection with matters other than are imposed or required by such provisions of law or ordinances, by such rules, regulations or permits or by such covenants and agreements, then, in that case, the provisions of this Agreement shall control.

G. Limited Liability. The Division and any member, officer, agent, or employee of the Division, shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Grantee will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Grantee shall not be subject to punitive damages.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Division, the Tenants, the Grantee, and their respective heirs, personal representatives, successors and assigns.

I. Captions. The captions and headings in this Agreement are for convenience only and should not be considered in construing any provision of this Agreement.

J. Gender and Number. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

K. Supervening Law. The Parties recognize that this Agreement is at all times to be subject to the applicable local, state and federal laws. The Parties further recognize that this Agreement may be subject to amendments to such laws and regulations under new legislation that may require amendments or alterations of this Agreement in order to comply with any such amendments or new legislation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both of the Parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible and consistent with the requirements of the law.

L. Governing Law. This Agreement shall be governed by the laws of the State of Nevada and, where applicable, the laws of the United States of America.

M. Effect on Existing Mortgages. Any provision of this Agreement which is deemed to impair, reduce, or otherwise effect any right, title or interest of a mortgagee or beneficiary of a deed of trust under a mortgage or deed of trust recorded prior to the date of this Agreement shall not be effective or enforceable against such mortgagee or beneficiary unless the mortgagee or beneficiary shall have consented thereto in writing.

N. Mortgage Protection. Upon foreclosure of any mortgage, deed of trust or other lien affecting the Project, where such holder thereby assumes title to the Project or any portion thereof, such holder shall not be required to correct past violations hereof with respect to the Project so long as the Project is neither occupied nor used for any purpose by such holder, but is merely held for prompt resale. Any purchaser on foreclosure shall, however, take subject to this Agreement except that violations or breaches of, or failures to comply with, any provisions of this Agreement by prior legal owners shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, or his heirs, personal representative, successors or assigns.

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

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Dated this _____ day of _____ 2023.

GRANTEE:

Washoe County

By: _____

Name: _____

Title: _____

STATE OF NEVADA)

)

WASHOE COUNTY)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Dated this ____ day of _____ 2023

NEVADA HOUSING DIVISION

By: _____

Name: Steve Aichroth

Title: Administrator

STATE OF NEVADA)
 :ss.
CITY OF CARSON CITY)

On _____, 2023, Steve Aichroth personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Administrator for the Nevada Housing Division.

Notary Public

EXHIBIT A
Legal Description

PARCEL 1:

A PORTION OF PARCEL A: PARCEL A—A PORTION OF PARCEL B AS SHOWN ON PARCEL MAP NO. 3372, FILED AS DOCUMENT NO. 2224336 ON JUNE 25, 1998 IN THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA TOGETHER WITH A PORTION OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736, FILED AS DOCUMENT NO. 4588609 ON MAY 18, 2016 IN THE OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA. SAID PORTIONS ARE SITUATE WITHIN THE SOUTHEAST ¼ OF SECTION 1 AND THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736 AS MARKED BY A 5/8" REBAR WITH A PLASTIC CAP (ILLEGIBLE);
THENCE ON THE WESTERLY BOUNDARY OF SAID PARCEL 1 NORTH 0°15'12" EAST,
196.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
THENCE, CONTINUING ON SAID WESTERLY BOUNDARY, ON SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 61°59'43", AN ARC DISTANCE OF 94.14 FEET, AND A CHORD BEARING NORTH 31°15'04" EAST, 86.61 FEET;
THENCE, CONTINUING ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 1, ON A TANGENT BEARING FROM THE PREVIOUS CURVE, NORTH 62°14'55" EAST, 386.84 FEET;
THENCE, CONTINUING ON THE NORTHERLY BOUNDARY OF SAID PARCEL 1, SOUTH 89°15'05" EAST, 155.53 FEET;
THENCE, LEAVING SAID NORTHERLY BOUNDARY, SOUTH 0°15'43" WEST, 453.98 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL B AS SHOWN ON PARCEL MAP NO 3372;
THENCE, ON THE SOUTHERLY BOUNDARY OF SAID PARCEL B AND THE SOUTHERLY BOUNDARY OF SAID PARCEL 1, NORTH 89°44'48" WEST, 543.15 FEET TO THE POINT OF BEGINNING.**

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THE BOUNDARYLINE ADJUSTMENT DEED RECORDED MAY 28, 2021 AS INSTRUMENT NO. 5186448, OF OFFICIAL RECORDS WASHOE COUNTY, NEVADA.

ALSO KNOWN AS:

PARCEL 1, RECORD OF SURVEY 6262 RECORDED AS DOCUMENT NO. 5186449 ON MAY 28, 2021, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

A PORTION OF PARCEL B: PARCEL B—A 60' WIDE EASEMENT OVER A PORTION

OF PARCEL B AS SHOWN ON PARCEL MAP NO. 3372, FILED AS DOCUMENT NO. 2224336 ON JUNE 25, 1998 IN THE OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA TOGETHER WITH A PORTION OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736, FILED AS DOCUMENT NO 4588609 ON MAY 18, 2016 IN THE OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA. SAID PORTIONS ARE SITUATE WITHIN THE SOUTHEAST ¼ OF SECTION 1 AND THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL B FROM WHICH ITS SOUTHEAST CORNER BEARS SOUTH 89°44'48" EAST, 2.81 FEET;
THENCE, NORTH 0°15'43" EAST, 272.21 FEET;
THENCE, SOUTH 89°44'17" EAST, 60.00 FEET;
THENCE, SOUTH 0°15'43" WEST, 272.20 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 1;
THENCE, ON SAID SOUTHERLY BOUNDARY,
THENCE, NORTH 89°44'48" WEST 60.00 FEET TO THE POINT OF THE BEGINNING.**

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THE BOUNDARYLINE ADJUSTMENT DEED RECORDED ON MAY 28, 2021 AS INSTRUMENT NO. 5186448, OF OFFICIAL RECORDS WASHOE COUNTY, NEVADA.

Subject to:

- 1. All general and special taxes for the current fiscal year.**
- 2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.**

Together with all tenements, hereditaments and appurtenances, including, easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues of profits thereof.

PARCEL 2:

A PORTION OF PARCEL 2: A PORTION OF PARCEL B SHOWN ON PARCEL MAP NO. 3372, FILED AS DOCUMENT NO. 2224336 ON JUNE 25, 1998 IN THE OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA TOGETHER WITH A PORTION OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736, FILED AS DOCUMENT NO. 4588609 ON MAY 18, 2016 IN THE OFFICIAL RECORDS OF THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, NEVADA. SAID PORTIONS ARE SITUATE WITHIN THE SOUTHEAST ¼ OF SECTION 1 AND THE NORTHEAST OF ¼ OF SECTION 12,

TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12 AS MARKED BY A BRASS CAP IN CONCRETE;

THENCE, ON THE EASTERLY BOUNDARY OF SAID PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736, SOUTH 0°36'46" WEST, 193.30 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 1;

THENCE, ON SAID SOUTHERLY BOUNDARY OF SAID PARCEL 1, NORTH 89°44'48" WEST, 406.07 FEET;

THENCE, SOUTH 0°36'46" WEST, 97.89 FEET;

THENCE, SOUTH 89°36'22" WEST, 10.00 FEET;

THENCE, NORTH 0°36'46" EAST, 98.00 FEET;

THENCE CONTINUING ON THE SOUTHERLY BOUNDARY OF SAID PARCEL 1 AND THE SOUTHERLY BOUNDARY OF SAID PARCEL A, NORTH 89°44'48" WEST, 62.81 FEET;

THENCE, LEAVING SAID SOUTHERLY BOUNDARY, NORTH 0°15'43" EAST, 453.98 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 1 AS SHOWN ON RECORD OF SURVEY MAP NO. 5736;

THENCE, ON THE NORTHERLY BOUNDARY OF SAID PARCEL 1 SOUTH 89°15'05" EAST, 62.58 FEET;

THENCE, NORTH 0°13'55" EAST, 12.33 FEET;

THENCE, NORTH 86°25'27" EAST, 194.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, ON SAID CURVE, CONCAVE SOUTHWESTERLY, FROM A TANGENT BEARING OF SOUTH 47°05'48" WEST, HAVING A RADIUS OF 2,000.00 FEET, A CENTRAL ANGLE OF 9°28'49". AN ARC DISTANCE OF 330.92 AND A CHORD BEARING SOUTH 42°21'24" EAST, 330.55 FEET;

THENCE, SOUTH 0°30'28" WEST, 42.17 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 4.64 ACRES MORE OR LESS.

THE BASIS OF THIS BEARING FOR THIS DESCRIPTION IS THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE AS ESTABLISHED BY GPS OBSERVATIONS.

Pursuant to NRS 111.312(6) the above legal description was taken from the previously recorded Document no. 5186448, recorded in the Official Records of Washoe County, State of Nevada, on May 28, 2021.

SAFE CAMP PARCEL:

A PORTION OF THE SAFE CAMP PARCEL:

SITUATE, LYING AND BEING IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA AND MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THE S ½ OF THE SE ¼ OF SECTION 1, T. 19 N., R. 19 E., M.D.M.; AND FURTHER DESCRIBED AS BEING A PORTION OF PARCEL 380 DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED ON MAY 5, 1970 IN BOOK 460, AT PAGE 462, AS DOCUMENT NO. 173098, IN THE OFFICIAL RECORDS OF THE COUNTY OF WASHOE, STATE OF NEVADA, AND MORE FULLY

DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NEVADA DEPARTMENT OF TRANSPORTATION PROPERTY LINE SOUTH OF IR-80, 240.33 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "LE" 268+11.06 P.O.T.; SAID POINT OF BEING FURTHER DESCRIBED AS BEARING N. 66°50'30" w. A DISTANCE OF 1,309.60 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 1; SAID CORNER IS FURTHER DESCRIBED AS BEING A 1 ½ INCH BRASS CAP SET IN A CONCRETE FILLED 8 INCH DIAMETER STEEL CASING WITH NO STAMPING; THENCE ALONG SAID PROPERTY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) N. 87°56'54" e. – 195.06 FEET;**
- 2) FROM A TANGENT WHICH BEARS THE LAST DESCRIBED COURSE, CURVING TO THE RIGHT WITH A RADIUS OF 740.00 FEET, THROUGH AN ANGLE OF 30°03'38", AN ARC DISTANCE OF 388.25 FEET;**
- 3) S. 61°59'28" e. – 333.87 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION;**

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL THE FOLLOWING EIGHT (8) COURSES AND DISTANCES;

- 1) S. 86°25'27" W.- 76.06 FEET;**
- 2) S. 0°13'55" W. – 12.33 FEET;**
- 3) N 89°15'05" W. – 299.84 FEET;**
- 4) S. 62°14'55" W. – 400.00 FEET;**
- 5) N 89°15'05" W. – 31.17 FEET;**
- 6) S. 12°48'55" W. – 22.72 FEET;**
- 7) S. 84°47'57" W. – 95.32 FEET;**
- 8) N. 4°01'12" W – 296.19 FEET TO A POINT THAT IS 3.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SEVENTH STREET AS SHOWN ON THAT CERTAIN TRACT MAP KNOWN AS THE DOWNTOWN SERVICE CENTER, RECORDED ON APRIL 19, 1973 AS DOCUMENT NO. 283250, TRACT MAP NO. 1379, IN THE OFFICIAL RECORDS OF THE COUNTY OF WASHOE, STATE OF NEVADA;**

THENCE S. 89°12'59" E., ALONG A LINE THAT IS PARALLEL WITH AND 3.00 FEET NORTHERLY OF SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.99 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THAT LEASE PARCEL DESCRIBED IN THAT CERTAIN MULTI-USE COMMERCIAL LEASE RECORDED ON OCTOBER 17, 1989, AS DOCUMENT NO. 1356225, IN THE OFFICIAL RECORDS OF THE COUNTY OF WASHOE, STATE OF NEVADA, THENCE N. 1°41'09" W., ALONG THE SOUTHERLY EXTENSION, THE EASTERLY LINE OF SAID MULTI-USE COMMERCIAL LEASE, AND THE NORTHERLY EXTENSION OF SAID EASTERLY LINE, A DISTANCE OF 170.73 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS AN AREA OF 5.15 ACRES (224,513 SQUARE FEET).

EXCEPTING THEREFROM ANY AND ALL WATER RIGHTS APPURTENANT TO SAID PARCEL.

SUBJECT TO ANY AND ALL EXISTING UTILITIES, WHETHER RECORDED OR NOT.

THE ABOVE DESCRIBED PARCEL IS IDENTIFIED AS PARCEL I-080-WA-014.55 XS1, ON EXHIBITS "B" AND "C", ATTACHED HERETO AND MADE PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94 AS DETERMINED BY THE STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION.