

DUPLICATE ORIGINAL

QUITCLAIM DEED

THIS INDENTURE, made as of the 15th day of August, 1967, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare (herein called the Secretary), acting by and through the Regional Director for Region IX of the Department of Health, Education, and Welfare (herein called the Department), under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the Civil Rights Act of 1964 (78 Stat. 241), and regulations promulgated thereunder, GRANTOR, and WASHOE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada, acting by and through its Board of Trustees, under and pursuant to the powers and authority contained in section 393.140 of the Nevada Revised Statutes, GRANTEE;

WITNESSETH:

The said GRANTOR in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of the said GRANTEE faithfully to observe and perform the same, and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND QUITCLAIM unto the said GRANTEE, its successors and assigns, all of the right, title, interest, property and estate of the said GRANTOR in or to the real property and improvements thereon situate in Washoe County, State of Nevada, and particularly described as follows:

Beginning at a point common to Sections 5, 6, 7, and 8, T. 20 N., R. 19 E., M.D.B. & M., thence running North 89°0'0" East along the South line of Section 5, a distance of 300.06 feet to an iron stake; thence running North 9°56'0" West, a distance of 354.22 feet to a point on a pipe cap screwed onto an iron pipe set in concrete, this being the true point of commencement; the point of beginning also bears South 37°0'15" West,

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a distance of 427.21 feet from said point of commencement. Thence starting at the true point of commencement running North 1°4'30" East along a line parallel to the Base Entrance Road, a distance of 845.00 feet to a point; thence running South 88°55'30" East, a distance of 880.00 feet to a point; thence running South 1°4'30" West, a distance of 845.00 feet to a point; thence running North 88°55'30" West, a distance of 880.00 feet to the said point of commencement; all bearings being true and the area containing a calculated area of 743,600 square feet or approximately 17.07 acres, more or less.

Together with an easement for ingress and egress over the main entrance road of Stead Air Force Base.

SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the above-described property.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the above-described property for every part and parcel thereof, except as herein otherwise expressly provided and except as the same or any thereof are herein reserved, conditioned, limited or restricted.

TO HAVE AND TO HOLD the above-described property, together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the said GRANTEE, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the

Application of the GRANTEE dated January 19, 1966, as amended or supplemented by further communications from the GRANTEE to the Department, including the amendment to said Application dated June 26, 1967, and each and all of the letters, maps, drawings and other papers transmitted with or referred to in any of the foregoing, and for no other purpose.

2. That during the aforesaid period of twenty (20) years the said GRANTEE will resell, lease, mortgage or encumber, or otherwise dispose of the above-described property or any part thereof or interest therein, only as the Secretary, or his successor in function, in accordance with the applicable regulations may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Secretary, or his successor in function, otherwise directs, the GRANTEE will file with the Department, or its successor in function, reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above-identified program and plan.
4. That for the period during which the above-described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964

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(78 Stat. 241) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition subsequent numbered 1 above or under any other program or activity of the GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above-described property shall, at the option of the GRANTOR, revert to and become the property of the UNITED STATES OF AMERICA, which, in addition to all other remedies for such breach, shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right, title and interest in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary, or his successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or relinquishment of the future performance of any such conditions, but the obligations of the said GRANTEE, its successors and assigns, with respect to such future performance

shall continue in full force and effect; PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2 and 3 within twenty-one (21) years from the date of this conveyance, said conditions numbered 1, 2 and 3, together with all rights of the UNITED STATES OF AMERICA to re-enter for any breach thereof as in this paragraph provided, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER that the expiration of conditions subsequent numbered 1, 2 and 3 and the rights to re-enter shall not affect the obligation of the GRANTEE, its successors and assigns, with respect to condition subsequent numbered 4 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

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In the event title to the above-described property is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Secretary, or his successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above-described property not due to reasonable wear and tear, acts of God and alterations and conversions made by the said GRANTEE to adapt the property to the use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions subsequent numbered 1, 2 and 3 herein by:

- a. Obtaining the consent of the Secretary, or his successor in function; and
- b. Payment to the UNITED STATES OF AMERICA in accordance with the following conditions:

(1) If abrogation is requested by the GRANTEE for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current fair value, as of the date of any such requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of five (5) per cent of the public benefit allowance granted on the original fair market value for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above-identified program and plan.

(ii) If abrogation is requested by the GRANTEE for the purpose of making the property available as security for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, all for the purpose of further advancing or promoting the program specified in the above-identified program and plan, payment shall be based upon the public benefit allowance granted to the GRANTEE of one hundred (100) per cent from the market value of Twenty-seven Thousand Two Hundred Dollars (\$27,200.00) as of the date of this instrument, less a credit at the rate of five (5) per cent of the public benefit allowance granted for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the above-identified program and plan; provided, however, the GRANTEE shall execute such agreement, supported by surety bond or other security that may be deemed by the Secretary to be necessary or advisable, to assure that the proceeds of sale obtained by GRANTEE in any disposal of any portion of the property for effectuating

one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the above-identified program and plan.

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The GRANTEE by the acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof -- which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the GRANTOR and its successors against the GRANTEE, its successors and assigns, and every successor in interest to the property, or any part thereof -- that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition subsequent numbered 1 above or under any other program or activity of the GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

The GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors and assigns, that in the event the property conveyed hereby, or any part or interest therein, is sold, leased, mortgaged, encumbered or otherwise disposed of, or is

used for purposes other than those set forth in the above-identified program and plan without the written consent of the Secretary, or his successor in function, all rents, royalties, revenues, receipts or the reasonable value, as determined by the Secretary, or his successor in function, of any other benefits to the GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Secretary, or his successor in function.

The GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors or assigns, that at all times during the period that title to said property is vested in the GRANTEE subject to conditions subsequent numbered 1, 2 and 3 hereinbefore set forth (except for any period during which the GRANTOR exercises the right to repossess, control and use the same as provided in the next succeeding paragraph hereof) the GRANTEE shall at its own sole cost and expense keep and maintain the property and the improvements thereon, including all buildings, structures and equipment, at any time situate upon said property, in good order, condition and repair, free from any waste whatsoever; and in the event any thereof shall need restoration or repair, or shall become lost, damaged or destroyed by any cause other than ordinary wear and tear, acts of God or alterations or conversions made by the GRANTEE to adapt the property to the use for which it is acquired, the GRANTEE will promptly repair and restore the same to their former condition. If the GRANTEE, its successors or assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period GRANTEE holds title to said property subject to conditions subsequent numbered 1, 2 and 3, said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or

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assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance.

The GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the twenty (20) year period of restricted use by the GRANTEE, such use may be either exclusive or nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear and Acts of God and the common enemy excepted. Subsequent to the expiration or termination of the twenty (20) year period of restricted use, the obligations of the Government shall be as set forth in the preceding sentence, and in addition the Government shall be obligated to pay a fair rental for all or any portion of the conveyed premises which it uses.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the Secretary
of Health, Education, and Welfare,
GRANTOR

Date: 9/5/67

By Charles D. Stene
Regional Director, Region IX
Department of Health, Education,
and Welfare

WASHOE COUNTY SCHOOL DISTRICT,
a political subdivision of the
State of Nevada, Acting by and
through its Board of Trustees,
GRANTEE

Date: 8/18/67

By H. Elizabeth Lenz
Clerk

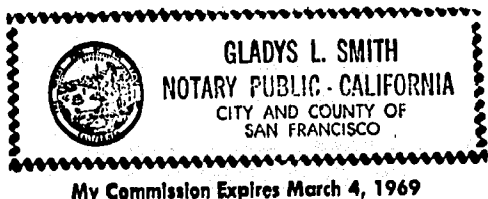
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STATE OF CALIFORNIA)
City and County of San Francisco) ss

On this 5th day of September, 1967,

before me, Gladys L. Smith, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared CHARLES H. SHREVE, known to me to be the Regional Director for Region IX, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the Secretary of Health, Education, and Welfare for the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the Secretary of Health, Education, and Welfare on behalf of the United States of America, and further that the United States of America executed the said instrument.

Witness my hand and official seal.



Gladys L. Smith
Notary Public in and for the City
and County of San Francisco,
State of California

My commission expires: 3/4/69

(SEAL)

STATE OF NEVADA)
County of Washoe) ss

On this 18th day of August, 1967,

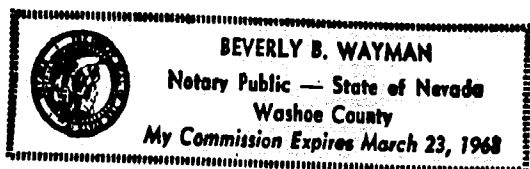
before me, Beverly B. Wayman, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared H. ELIZABETH LENZ, known to me to be the Clerk of the Board of Trustees of the Washoe County School District, the school district that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said school district for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Witness my hand and official seal.

Beverly B. Wayman
Notary Public in and for the
County of Washoe, State of Nevada

My commission expires: March 23, 1968

(SEAL)



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OFFICIAL RECORDS
WASHINGTON COUNTY, WASH.
RECORD REGISTERED BY
SEP 7 2 48 PM '67
WASHINGTON COUNTY
KELLY M. WILSON

DONALD QUESTA
COUNTY RECORDER
WORKER DEPT. 6-4

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