

R.P.T.T. - None

161200

DUPLICATE ORIGINAL

DEFERRED USE

QUITCLAIM DEED

THIS INDENTURE, made as of November 6, 1969, 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 the regulations promulgated thereunder, GRANTOR, and WASHOE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada, GRANTEE;

WITNESSETH:

The GRANTOR, for and in consideration of certain annual cash payments provided for herein and the due observance and performance of the covenants, conditions, reservations and restrictions hereinafter set forth, does hereby REMISE, RELEASE AND QUITCLAIM unto the GRANTEE, its successors and assigns, all of the right, title, interest, property and estate of the GRANTOR in and to the real property situate in the County of Washoe, State of Nevada, particularly described as follows:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 20 North, Range 19 East, M.D.B. & M.; thence running North 89 degrees 00'00" East along the South line of said Section 5, a distance of 300.06 feet to an iron stake; thence running North 9 degrees 56'00" 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 beginning; thence South 88 degrees 55'30" East 880.00 feet; thence North 1 degree 04'30" East 845.00 feet; thence North 88 degrees 55'30" West 880.00 feet; thence North 1 degree 04'30" East 170.73 feet; thence South 88 degrees 55'30" East 1103.61 feet; thence South 1 degree 09'15" West 1325.96 feet to a point on the South line of said Section 5; thence along said Section line South 89 degrees 00'00" West 1102.49 feet; thence North 1 degree 04'30" East 350.15 feet to the true point of beginning.

The above described parcel of land is situated in the SW 1/4 of said Section 5, and contains 17.0 acres more or less.

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97100-7-JR
Return to Title Insurance Trust
Grantee Address: 445 E 9th St, Reno

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 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;

PROVIDED, that the above-mentioned annual cash payments shall be made as follows:

- A. Until such time as the improvements contemplated by the approved program and plan set forth in the application of the GRANTEE identified below have been constructed and placed into utilization in conformance with the program and plan, the GRANTEE shall pay to the GRANTOR, through the Department, or its successor in function, within one year from the date of this deed and annually thereafter on or before each anniversary of said date a payment of principal in the sum of One Thousand Five Hundred Thirty Dollars (\$1,530.00), such sum being five (5) per cent of the total sum of Thirty Thousand Six Hundred Dollars (\$30,600.00), which the GRANTOR and the GRANTEE have agreed is the present fair value and sale price of the property hereby conveyed, together with interest at the rate of five and three-quarters (5-3/4) per cent per annum on the balance of the sale price from year to year remaining unpaid; except that the last payment need not be made if the improvements have been constructed and are ready for utilization on the anniversary date but immediate utilization is postponed for no longer than three (3) months from the anniversary

date because the GRANTEE is normally not in session during such three month period or any part thereof.

- B. At such time as the improvements shall have been constructed and placed into use in conformance with such program and plan, which may be prior to but not later than eight (8) years from the date of this deed, the GRANTEE shall not be obligated to make any further annual payments as above provided, and shall be entitled to a public benefit allowance of one hundred (100) per cent of the balance of the sale price of the property then remaining unpaid, such balance being computed by deducting from the original sale price the total amount of the annual principal payments theretofore made by the GRANTEE to the GRANTOR. Such public benefit allowance shall be earned by the GRANTEE in equal amounts each year of utilization for the remainder of the years that the conditions subsequent numbered 1, 2, 3, 4, and 5, below, are to be in force and effect.

TO HAVE AND TO HOLD the above-described property, together with the appurtenances, unto the 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 GRANTEE, its successors or assigns, and each of them, as follows:

1. That the GRANTEE shall pay the annual payments of principal and interest hereinabove provided on or before the dates upon which the same become due.
2. 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 approved program and plan as set forth in the Application of the GRANTEE dated August 27, 1968, as amended and supplemented by a further communication from the GRANTEE to the Department

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dated December 12, 1968, 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.

3. That not later than eight (8) years from the date of this deed the GRANTEE shall have completed construction of the proposed improvements contemplated by such program and plan and shall have commenced utilization of the same for the purposes therein set forth.
4. That during the aforesaid period of twenty (20) years from the date of this deed the GRANTEE shall 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.
5. 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 shall file with the Department, or its successor in function, reports on the progress of the proposed construction and, thereafter, on the operation and maintenance of the above-described property as improved and shall furnish, as requested, such other pertinent data evidencing continuous use of the property for the purposes specified in the above-identified program and plan.
6. 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 (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 2 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 the 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 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, including any annual principal payments, interest, or other payments against the sale price of the property conveyed; 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 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, 3, 4, and 5 within twenty-one (21) years from the date of this conveyance, said conditions numbered 1, 2, 3, 4, and 5, 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, 3, 4, and 5 and the rights to re-enter shall not affect the obligation of the GRANTEE, its successors and assigns, with respect to condition subsequent numbered 6 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

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 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 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.

After the proposed improvements have been constructed and placed in use as provided in the above-identified program and plan, the GRANTEE may secure abrogation of the conditions subsequent numbered 1, 2, 4, and 5 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:

(i) If abrogation is requested by the GRANTEE for the purpose of making the property available to serve the needs or purposes of a third party, payment shall be based upon the current fair value of the property as of the date of any such requested abrogation. Credit will be given for all annual payments of principal made by the GRANTEE while

utilization was deferred. Credit will also be given for the amount of the public benefit allowance which has been earned by the GRANTEE according to the formula set forth in paragraph B, page 3, above.

(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 original sale price as of the date of this deed. Credit will be given for all annual payments of principal. Credit will also be given for the amount of the public benefit allowance which has been earned by the GRANTEE according to the formula set forth in paragraph B, page 3, above; 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 the 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.

(iii) If abrogation is requested on only a portion of the property conveyed herein, payment shall be determined on the formulas set forth above but shall be made on that proportion which the portion to be abrogated bears to the whole of the property conveyed.

If at any time the GRANTEE is unable to construct the proposed improvements or place them in use as provided in the above-identified program and plan because of circumstances beyond the GRANTEE'S control, as determined by the Secretary, or his successor in function, the GRANTEE may secure abrogation of all conditions subsequent by:

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- a. Obtaining the consent of the Secretary, or his successor in function; and
 - b. Payment to the UNITED STATES OF AMERICA of the current fair market value of the property conveyed at the time abrogation is requested, or the sale price as of the date of the deed, whichever is greater, less credit for annual principal payments thereafter made by the GRANTEE to the GRANTOR.

In the event that the GRANTEE obtains abrogation of any of the conditions subsequent, GRANTEE understands and agrees that all interest payments and payments of administrative costs of the conveyance are and shall be forfeited to the GRANTOR.

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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 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 2 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 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

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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.

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

By Carl D. Monroe
Acting Regional Director, Region IX
Department of Health, Education,
and Welfare

WASHOE COUNTY SCHOOL DISTRICT, a
political subdivision of the State of
Nevada, GRANTEE

By Marvin Pucall
Superintendent of Schools

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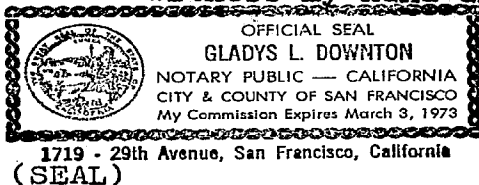
STATE OF CALIFORNIA)
City and County of San Francisco) ss

On this 7th day of November, 1969, before me,

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

appeared Carl L. Monroe, known to me to be the Acting 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. Downton
Notary Public in and for the City and County of San Francisco, State of California

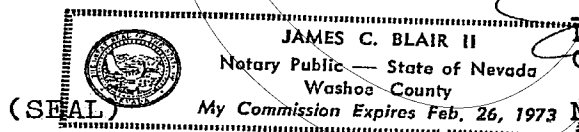
My commission expires: 3/3/73

STATE OF NEVADA)
County of Washoe) ss

On this 4 day of December, 1969, before me,

James C. Blair II, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared MARVIN E. PICOLLO, known to me to be the Superintendent of Schools of the Washoe County School District, a political subdivision of the State of Nevada, and known to me to be the person who executed the within instrument on behalf of said school district, and acknowledged to me that he executed the same as the free act and deed of said school district by authority of the governing board thereof.

Witness my hand and official seal.



James C. Blair II
Notary Public in and for the County of Washoe, State of Nevada

My commission expires:

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OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
Title Ins. & Trust Co.

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ARDIS BROWN
COUNTY RECORDER

FEE _____ DEP. JK

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