



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** April 20, 2023

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed resolution permitting Carson City to subordinate its interests—arising from a development agreement adopted as Ordinance No. 2023-6 (“Development Agreement”) for the second phase of an affordable housing project (“Phase 2 Project”) planned on 3.41 acres of land along Butti Way with Assessor’s Parcel Number (“APN”) 010-037-06 (“Phase 2 Property”)—in the Phase 2 Property to Zions Bancorporation, National Association (“Zions”) and Allianz Life Insurance Company of North America (“Allianz”) through a subordination agreement (“Subordination Agreement”) between the City, Zions, Allianz and Sierra Flats Family I LP (“Sierra Flats”). (Dan Stucky, DStucky@carson.org)

Staff Summary: The City’s Development Agreement with PalaSeek LLP, Oikos Development Corporation (“Oikos”), and Sierra Flats (collectively, “Developer”) provides that the City will convey the Phase 2 Property to Oikos at no cost, Developer will construct an affordable housing project on the Phase 2 Property and the Phase 2 Property must be used to provide affordable housing for at least 51 years. The City may subordinate its interest in the Phase 2 Property to a mortgage holder on that Phase 2 Property if the Board of Supervisors (“Board”) determines subordination is necessary to promote investment in the construction of the Phase 2 Project. Allianz and Zions seek the City’s assent to the Subordination Agreement to secure a loan for the Phase 2 Project.

**Agenda Action:** Resolution **Time Requested:** 15 minutes

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### Proposed Motion

I move to adopt Resolution No. 2023-R-\_\_\_\_\_.

### Board's Strategic Goal

Economic Development

### Previous Action

April 6, 2023 (Items 16A and 16B) - The Board approved the Development Agreement which was adopted as Ordinance No. 2023-6, and the Board approved Resolution No. 2023-R-5 to convey the Phase 2 Property in accord with the Development Agreement.

March 16, 2023 (Item 16E) – The Board introduced Bill No. 107, for the adoption of the Development Agreement, on first reading.

December 15, 2022 (Item 17A) – The Board approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property effective through December 31, 2023.

December 16, 2021 (Item 22A) – The Board adopted, on second reading, the development agreement for the Phase 1 Project. At this same meeting, the Board also approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property effective through December 31, 2022.

November 18, 2021 (Item 25B) – The Board introduced, on first reading, a proposed ordinance approving the development agreement for development of the Phase 1 Project.

### **Background/Issues & Analysis**

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several City departments and facilities including the Public Works Department and Corporate Yard; the Parks, Recreation and Open Space Department; the Nevada Humane Society and the Water Resource Reclamation Facility. Within that 127.7 acres is approximately 7.82 acres of real property, formerly designated as 3410 Butti Way, APN 010-037-04. On July 20, 2022, the City recorded Parcel Map 3045 with the Carson City Clerk-Recorder's Office, which created the Phase 1 Property (2.91 acres), the Phase 2 Property (3.41 acres) and a third parcel of 1.5 acres being reserved for future use by the City.

PalaSeek and its partners have commenced construction on the Phase 1 Project and have secured enough public and private funding and low-income housing tax credits to move forward with the development of the Phase 2 Project. The City and Developer successfully negotiated a Development Agreement for the Phase 2 Project which was adopted as Ordinance No. 2023-6 at the Board's April 6, 2023, meeting. The Development Agreement requires that a Declaration of Restrictive Covenants ("Restrictive Covenants") be concurrently recorded with any deed conveying the Phase 2 Property from the City to Oikos. Both the Development Agreement and the Restrictive Covenants require that the Phase 2 Property be used for affordable housing during a 51-year affordability period. The Development Agreement is effective once it is fully executed and recorded; therefore, it will encumber the Phase 2 Property once it is fully signed and recorded. The Restrictive Covenants will encumber the Phase 2 Property when the Phase 2 Property is conveyed to Oikos. The Development Agreement is designed to govern how the Phase 2 Project is developed, including providing deadlines for commencement and completion of construction, and it is designed to encumber the Phase 2 Property until a certificate of occupancy is issued for the Phase 2 Project. The Restrictive Covenants focus primarily on the long-term use of the Phase 2 Property and encumber the Phase 2 Property until the end of the 51-year affordability period.

In addition to the public funding Sierra Flats has secured, it has also applied to Allianz and Zions for a loan to help finance the Phase 2 Project. The loan is structured such that interest income generated by the loan will be tax exempt. To facilitate that, Allianz issued a loan to the Nevada Housing Division, which in turn, is prepared to issue a loan to Sierra Flats for the Phase 2 Project, subject to a mortgage on the Phase 2 Property ("Senior Loan & Mortgage"). However, the Nevada Housing Division is assigning its rights under the Senior Loan & Mortgage to Zions. Therefore, Allianz and Zions intend to secure the Senior Loan & Mortgage against the Phase 2 Property and have requested that the City subordinate the Development Agreement, but not the Restrictive Covenants, to secured interests held by Allianz and Zions through the Subordination Agreement.

While in effect, the Subordination Agreement would prevent the City from enforcing some rights under the Development Agreement, but would not impact the Restrictive Covenants. Further, the Subordination Agreement would allow Allianz and Zions to take the Phase 2 Property (e.g. foreclose) (1) subject to the Restrictive Covenants, but (2) free of any encumbrance imposed by the Development Agreement.

At the time this staff report is authored, the Phase 2 Property is still held in the City's name, but conveyance to Developer appears to be ripe. The Phase 2 Property is to be conveyed at no cost under NRS 244.287, and consistent with the terms of the Development Agreement and Resolution No. 2023-R-5.

Under NRS 244.287, the Development Agreement and the Restrictive Covenants, the Board has the discretion to enter into the Subordination Agreement, and subordinate its interest in the Phase 2 Property to interests held by Allianz and Zions, to the extent doing so is in the City's best interests and necessary to promote investment in the Phase 2 Project. Specifically:

- NRS 244.287(9) provides that “[a] board of county commissioners may subordinate the interest of the county in property conveyed pursuant to subsection 4 to a first or subsequent holder of a mortgage on that property to the extent the board deems necessary to promote investment in the construction of affordable housing.”

- The Development Agreement provides, at Section 2.3(C), “the Parties shall not cause or allow the [Development] Agreement or [Restrictive Covenants] to be subordinate to any other interest in the [Property], except that CARSON CITY, through its Board of Supervisors, may subordinate the [Development] Agreement and/or [Restrictive Covenants] through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the [Project].”

- The Restrictive Covenants provide, at Section 1.03, that the Restrictive Covenants “shall not be subject to subordination without approval by the City's Board of Supervisors,” and “the City's Board of Supervisors may subordinate this Declaration upon (1) finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.”

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 244.287

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:** N/A

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** N/A

**Alternatives**

Do not adopt the proposed resolution authorizing the subordination agreement and/or provide alternative direction to staff.

**Attachments:**

[1 - Resolution & Proposed Agreement, Phase 2 Subordination.pdf](#)

[2 - Ordinance 2023-6\\_Development Agreement.pdf](#)

[3 - RESOLUTION 2023R5.pdf](#)

[4 - PM 3045.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_

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(Vote Recorded By)

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**RESOLUTION NO. 2023-R-\_\_\_\_\_**

**A RESOLUTION PERMITTING CARSON CITY TO SUBORDINATE ITS INTERESTS IN 3.41 ACRES OF LAND ALONG BUTTI WAY WITH ASSESSOR'S PARCEL NUMBER ("APN") 010-037-06 ("PROPERTY") TO ZIONS BANCORPORATION, NATIONAL ASSOCIATION ("ZIONS") AND ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA ("ALLIANZ") THROUGH A SUBORDINATION AGREEMENT BETWEEN CARSON CITY, ZIONS, ALLIANZ AND SIERRA FLATS FAMILY I LP ("SIERRA FLATS")**

**WHEREAS**, NRS 244.287 allows Carson City's Board of Supervisors ("Board") to convey City-owned land without consideration to a non-profit organization if the nonprofit organization demonstrates to the Board's satisfaction that it, or its assignee, will use the land to develop affordable housing;

**WHEREAS**, on April 6, 2023 the Board passed Ordinance 2023-6, which is an ordinance to approve a development agreement ("Development Agreement") between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats for the conveyance of the Property to Oikos and the development of an affordable housing project on the Property ("Project");

**WHEREAS**, the Development Agreement requires that any conveyance to Oikos be subject to Restrictive Covenants requiring, among other things, that the Property be used for affordable housing for a period of at least 51 years;

**WHEREAS**, also on April 6, 2023, the Board approved Resolution 2023-R-5 allowing the Property to be conveyed to Oikos under NRS 244.287, when appropriate under the Development Agreement;

**WHEREAS**, Sierra Flats has pursued financing through Allianz and Zions for the Project to be built on the Property through the Development Agreement;

**WHEREAS**, Allianz and Zions seek a subordination agreement with the City to make the Development Agreement, but not the Restrictive Covenants, subordinate to the loan and mortgage Allianz and Zions propose to make to Sierra Flats for the Project;

**WHEREAS**, NRS 244.287(9) provides that "[a] board of county commissioners may subordinate the interest of the county in property conveyed pursuant to subsection 4 to a first or subsequent holder of a mortgage on that property to the extent the board deems necessary to promote investment in the construction of affordable housing";

**WHEREAS**, the Development Agreement, at Section 2.3(C), provides that "[t]he Parties shall not cause or allow the [Development] Agreement or [Restrictive Covenants] to be subordinate to any other interest in the [Property], except that CARSON CITY, through its Board of Supervisors, may subordinate the [Development] Agreement and/or [Restrictive Covenants] through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the [Project]";

**WHEREAS**, the Restrictive Covenants provide, at Section 1.03, that the Restrictive Covenants "shall not be subject to subordination without approval by the City's Board of Supervisors," and "[t]he

City's Board of Supervisors may subordinate [the Restrictive Covenants] upon (1) finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.”;

**WHEREAS**, as a condition to extending financing for the Project, Allianz and Zions seek Carson City's assent to a subordination agreement, attached as Exhibit A, to partially subordinate Carson City's interest in the Property to certain interests held by Allianz and Zions;

**NOW, THEREFORE**, the Board hereby resolves that:

1. Subordinating Carson City's interest in the Property to the extent described in Exhibit A is necessary to promote investment in the construction of the Project;
2. It is in the best interest of Carson City and its residents that the Property be used to develop affordable housing, and therefore, permitting subordination of the City's interest in the Property as described in Exhibit A is also in the City's best interest;
3. Carson City agrees to the terms of the subordination agreement attached as Exhibit A; and
4. The Mayor is authorized to execute the subordination agreement attached as Exhibit A.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this 20th day of April, 2023 by the following vote.

VOTE:

AYES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS:

\_\_\_\_\_

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

\_\_\_\_\_  
LORI BAGWELL, Mayor

ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, Clerk-Recorder

**EXHIBIT A**

**EXHIBIT A**

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**SUBORDINATION AGREEMENT**

**Among**

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,  
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA,  
CARSON CITY**

**and**

**SIERRA FLATS FAMILY I LP**

**Dated as of \_\_\_\_\_, 2023**

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This instrument Prepared By  
and after Recording Return To:

Kutak Rock LLP  
Two Logan Square  
100 North 18<sup>th</sup> Street, Suite 1920  
Philadelphia, Pennsylvania 19103  
Attention: Andrew P. Schmutz, Esquire



## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT dated as of \_\_\_\_\_, 2023 (as amended, modified, supplemented or assigned from time to time, this “**Agreement**”) by and among ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of the United States of America (together with its permitted successors and assigns, “**Fiscal Agent**”), ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, a Minnesota corporation (“**Funding Lender**”; Fiscal Agent and Funding Lender, each and collectively also “**Senior Lender**”), CARSON CITY, a consolidated municipality of the State of Nevada (together with its permitted successors and assigns, “**Subordinate Party**”), and SIERRA FLATS FAMILY I LP, a limited partnership duly organized and validly existing under the laws of the State of Nevada (together with its permitted successors and assigns, the “**Borrower**”),

### W I T N E S S E T H:

WHEREAS, the Borrower has applied to the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (the “**Governmental Lender**”) for a loan (the “**Borrower Loan**”), to finance the acquisition, construction and equipping of a multifamily apartment housing facility consisting of total of 80 units and related personal property and equipment, located in Carson City, Nevada on the land more particularly described on Exhibit A attached hereto (the “**Property**”) and known as “Sierra Flats Apartments Phase II” (such Property and the improvements described above are collectively referred to herein as the “**Project Facilities**”); all capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Funding Loan Agreement (defined below);

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement between Governmental Lender, Funding Lender, and Fiscal Agent dated as of the date hereof (the “**Funding Loan Agreement**”) under which the Funding Lender will make a loan (the “**Funding Loan**”) to the Governmental Lender, the proceeds of which will be loaned to Borrower pursuant to that certain Borrower Loan Agreement, dated as of the date hereof (as it may be supplemented or amended, the “**Borrower Loan Agreement**”) to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project Facilities;

WHEREAS, pursuant to the Borrower Loan Agreement, the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under the Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due;

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Promissory Note dated the Closing Date (the “**Borrower Note**”) which is secured by, among other things, a first-priority mortgage lien on 3.41 acres of real property with Carson City Assessor’s Parcel Number 010-037-06 and described in the attached Exhibit A (the “**Property**”) granted pursuant to a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale) dated as of the date hereof (as amended, modified or supplemented from time to time, the “**Senior Mortgage**”, which, together with the Borrower Loan Agreement, the Borrower Note and all other agreements contemplated therein or evidencing or securing the Borrower’s obligations under the Borrower Loan Agreement are hereinafter collectively referred to as the “**Senior Loan Documents**” and the indebtedness evidenced and secured by the Senior Loan Documents is hereinafter collectively referred to as the “**Senior Indebtedness**”);

WHEREAS, the rights of the Governmental Lender under the Borrower Loan Agreement, the Senior Mortgage, the Borrower Note and the other Funding Loan Documents are being assigned

contemporaneously with the execution and delivery hereof to the Fiscal Agent for the benefit of the Funding Lender; and

WHEREAS, the Property is being acquired and constructed, in part, pursuant to a Development Agreement adopted by the Carson City Board of Supervisors as Ordinance 2023-6 and recorded with the Carson City Recorder's Office on \_\_\_\_\_, 2023 as document number \_\_\_\_\_ by and among Borrower, Subordinate Party, PalaSeek LLP, a Nevada limited liability partnership ("**PalaSeek**") and Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization ("**Oikos**") (as amended, modified or supplemented from time to time, the "**Subordinate Development Agreement**") and, together with all other agreements contemplated therein and evidencing or securing the obligations of PalaSeek, Oikos, Borrower, or some combination thereof to Subordinate Party are hereinafter referred to as the "**Subordinate Documents**");

WHEREAS, the Subordinate Development Agreement authorizes the Carson City Mayor to execute a Quitclaim Deed for the Property, which must be recorded concurrently with a fully executed copy of that certain Declaration of Restrictive Covenants by and among Borrower, Subordinate Party and Oikos ("**Declaration of Restrictive Covenants**"), and notwithstanding any term of this Agreement to the contrary, the term "Subordinate Documents" expressly excludes the Declaration of Restrictive Covenants, except with respect to the prohibition against amendments, modifications or supplements to any of the Subordinate Documents without the express prior written consent of Senior Lender described in Section 10 of this Agreement;

WHEREAS, it is a requirement of the Senior Loan Documents that the Senior Mortgage shall be and remain liens or charges upon the Property prior and superior to the lien or charge of the Subordinate Documents.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and intending to be legally bound hereby, it is hereby declared, understood and agreed by the parties as follows:

1. Subordination of Subordinate Documents. Subordinate Party declares, agrees and acknowledges that the Senior Mortgage, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor and all advances made pursuant to the Senior Mortgage, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Subordinate Documents. The Parties agree that the Declaration of Restrictive Covenants shall remain prior and superior to the Senior Mortgage.

2. Subordination of Obligations in the Subordinate Documents; Remitting Subordinate Loan Payments to Senior Lender; Reinstatement.

(a) Any monetary payments owed to Subordinate Party through the Subordinate Documents are hereby subordinated in right of payment to any and all of the Senior Indebtedness and shall be payable only from and to the extent of revenues of the Property available after payment of all amounts then due and owing under the Senior Loan Documents and all current operating expenses of the Property. Notwithstanding the foregoing, (1) Subordinate Party is entitled to have Borrower, Oikos, PalaSeek, or some combination thereof pay all title and other transfer costs associated with conveying the Property to Oikos ("**Transfer Costs**"); (2) Subordinate Party is entitled to receive payment for taxes, permits, utility service, and other similar costs that Subordinate Party imposes in the normal course of business ("**Development Costs**"); and (3) unless and until the Senior Lender gives Subordinate Party notice of the

occurrence of a default, an event of default or any event which, with the giving of notice or the passage of time (or both) will constitute a default or an event of default, under the Senior Loan Documents, Subordinate Party may receive and accept regularly scheduled payments on account of principal and interest payable under the Subordinate Documents to the extent of cash flow of the Borrower available after payment of current operating expenses of the Property and amounts then due and owing under the Senior Loan Documents.

(b) If Subordinate Party shall receive any payments or other rights in any property of the Borrower or any other obligor after the Senior Lender has given Subordinate Party notice of a default, an event of default or an event which with the giving of notice or the passage of time (or both) will constitute a default or an event of default, under the Senior Loan Documents, such payment or property shall be received by Subordinate Party in trust for Senior Lender and shall immediately be delivered and transferred to Senior Lender. Notwithstanding the foregoing, (1) Subordinate Party is entitled to have Borrower, Oikos, PalaSeek, or some combination thereof pay all Transfer Costs; and (2) Subordinate Party is entitled to receive payment for Development Costs.

(c) If at any time payment of all or any part of the Senior Indebtedness is rescinded or must otherwise be restored or returned by Senior Lender in connection with any bankruptcy, reorganization, arrangement, insolvency, liquidation or similar proceedings (a “**Proceeding**”) in respect of Borrower, General Partner or any other obligor, and Subordinate Party has received payment of all or any part of some debt owed by Borrower, other than Transfer Costs and Development Costs, Subordinate Party shall forthwith turn over the same to, and for the account of, Senior Lender, until Senior Lender has received indefeasible payment in full of any such payments on the Senior Indebtedness that have been so rescinded, restored or returned.

### 3. Exercise of Remedies.

(a) Subordinate Party declares, agrees, and acknowledges that it will not, without the prior written consent of Senior Lender: (i) sue the Borrower or any other obligor under the Subordinate Documents; (ii) commence any action to foreclose or exercise any power of sale under the Subordinate Documents; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof due to a default under the Subordinate Documents; (iv) seek or obtain a receiver for the Property or any part or portion thereof due to a default under the Subordinate Documents; (v) take possession or control of the Property, or collect or accept any rents from the Property, due to a default under the Subordinate Documents; (vi) take any action due to a default under the Subordinate Documents that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property; (vii) initiate or join any other creditor in commencing any Proceeding with respect to the Borrower or any other obligor due to a default under the Subordinate Documents; or (viii) exercise any other remedies under the Subordinate Documents.

(b) Subordinate Party agrees that Senior Lender shall have, as determined in accordance with and subject to the terms of the Senior Loan Documents, upon the occurrence of an Event of Default under and as defined in the Senior Loan Documents, the right to (i) accelerate or accept prepayment in full or in part of the Senior Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, and collect and accept rents from the Property; (vi) sue the Borrower or any other obligor under any of the Senior Loan Documents; (vii) exercise any rights of set-off or recoupment that Senior Lender may have against the Borrower or any other obligor; (viii) exercise any other remedies under the Senior Loan Documents; or (ix) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to

Subordinate Party with respect to the Property, the Borrower, the General Partner or any other obligor, except that any remedy exercised by Senior Lender cannot disturb Declaration of Restrictive Covenants, which remains senior and prior to the Senior Lender's interest in the Property.

(c) Subordinate Party agrees that Senior Lender shall have absolute power and discretion, without notice to Subordinate Party, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to Senior Lender, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided that Senior Lender cannot disturb Declaration of Restrictive Covenants, which remains senior and prior to the Senior Lender's interest in the Property.

(d) Subordinate Party further agrees that if at any time Subordinate Party should commence any action prohibited under Paragraph 3(a), Senior Lender shall (unless Senior Lender has consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as Senior Lender may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle Senior Lender to become a party to any proceedings at law or otherwise in or by which Senior Lender may deem it proper to protect its interests hereunder. This sub-section does not apply to action taken by Subordinate Party under the Declaration of Restrictive Covenants or in exercising its traditional powers as a municipal government and utility provider.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Subordinate Documents to the Senior Loan Documents as provided in this Agreement.

(f) Notwithstanding any provision in this Agreement to the contrary, the Parties recognize that the Subordinate Party is a consolidated municipality and political subdivision of the State of Nevada that is charged with enforcing an array of regulatory and other police powers, and nothing in this Agreement is intended to impair Subordinate Party's power, right, or obligation to enforce broadly applicable laws as to the Property or any activity upon or related to the Property.

4. No Marshaling of Assets. Subordinate Party specifically waives and renounces any right which it may have under any applicable statutes, whether at law or in equity, to require Senior Lender to marshal collateral or to otherwise seek satisfaction from any particular assets or properties of the Borrower or from any third party.

5. Bankruptcy Matters.

(a) The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Subordinate Documents and, insofar as Subordinate Party is concerned, notwithstanding the fact that the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower or any other obligor under the Bankruptcy Code or other applicable federal or state law. In the event of any Proceeding, the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Proceeding, except if the claim for such interest and/or fees is not allowed as against the Borrower or any other obligor pursuant to applicable law.

(b) Without the prior written consent of Senior Lender, Subordinate Party shall not, and Subordinate Party waives any and all right: (1) to request adequate protection (as that term is defined

in the Bankruptcy Code), (2) to request any post-petition interest, or (3) to request any sale of Borrower's assets.

(c) Subordinate Party agrees that Senior Lender does not owe any fiduciary duty to Subordinate Party in connection with the administration of the Senior Indebtedness and the Senior Loan Documents and Subordinate Party agrees not to assert any such claim. Subordinate Party acknowledges that Senior Lender shall have the sole discretion to exercise or not exercise the rights set forth in this Agreement from time to time; and that such rights may be exercised solely in the interest of Senior Lender and without regard to the interest of Subordinate Party in any action or proceeding, including in connection with any Proceeding.

6. Payment Set Aside. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

7. Casualty and Condemnation Proceeds. Subordinate Party agrees it shall have no right to participate in the adjustment of the proceeds of insurance payable as the result of any casualty to the Improvements, or to participate in any manner whatsoever in activities relating to restoration or reconstruction of the Improvements, and Senior Lender shall have the exclusive right to receive, administer and apply all such proceeds as set forth in the Senior Loan Documents. In the event Senior Lender shall release, for the purposes of restoration of all or any part of the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Subordinate Party shall simultaneously release for such purpose all of Subordinate Party's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Subordinate Party agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event such proceeds are not released for any such restoration pursuant to the Senior Loan Documents, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been indefeasibly paid in full, prior to being applied to the payment of any amounts due under the Subordinate Documents. If Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Subordinate Party agrees that Senior Lender shall also hold and monitor the disbursement of such proceeds, awards and compensation to which Subordinate Party is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lender, in any way whatsoever, to act for or on behalf of Subordinate Party or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Subordinate Party.

8. Indemnification and Subrogation. If Subordinate Party or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage and the other Senior Loan Documents as provided herein, and Subordinate Party or such affiliate hereby waives, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. However, notwithstanding any provision in this Agreement to the contrary, the Parties recognize that the Subordinate Party is a consolidated municipality and political subdivision of the State of Nevada that is charged with enforcing an array of regulatory and other police powers, and nothing in this Agreement is intended to impair Subordinate Party's power, right, or obligation to enforce broadly applicable laws as to the Property or any activity upon or related to the Property. Any lien, estate, right or other interest in the Property acquired by

Subordinate Party through the exercise of broadly applicable laws will not be subordinate to the Senior Mortgage or other interest in the Property held by Senior Lender.

9. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Senior Loan Document or the obtaining by Senior Lender or Subordinate Party of any additional document confirming, perfecting or otherwise affecting the Senior Loan Documents, or the Subordinate Documents, as the case may be.

10. Amendments of Subordinate Documents and Senior Loan Documents. The Borrower and Subordinate Party agree that they will not enter into any amendment, modification or supplement to any of the Subordinate Documents without the express prior written consent of Senior Lender (which consent shall not be unreasonably withheld). No consent of Subordinate Party shall be required for any amendment, modification or supplement to any of the Senior Loan Documents.

11. Notice of Defaults. Subordinate Party hereby agrees to give notice to Senior Lender of any default (or event that, with the giving of notice or passage of time, or both, would constitute a default) under the Subordinate Documents.

12. Cross Default. The Borrower and Subordinate Party agree that a default under the Subordinate Documents or Subordinate Party's default hereunder shall, at the election of Senior Lender, constitute a default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other default under the Senior Loan Documents. If Subordinate Party notifies Senior Lender in writing that any default under the Subordinate Documents has been cured or waived, as determined by Subordinate Party in its sole discretion, then provided that Senior Lender has not conducted a foreclosure or exercised its rights with respect to the power of sale of the Property pursuant to its rights under the Senior Loan Documents, any default under the Senior Loan Documents arising solely from such default under the Subordinate Documents shall be deemed cured, and the Senior Indebtedness shall be reinstated.

13. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

14. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief, or such other equitable relief as may be available, other than consequential or punitive damages.

16. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing

and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any other party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to Fiscal Agent:

Zions Bancorporation, National Association  
One South Main Street, Suite 1200  
Salt Lake City, Utah 84133  
Attention: Daniel Dixon

If to Subordinate Party:

Carson City  
City Manager's Office  
Attention: City Manager  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701

and

Carson City  
Carson City Public Works Department  
Attention: Real Property Manager  
3505 Butti Way  
Carson, City, Nevada 89701

If to Funding Lender:

Allianz Life Insurance Company of North America  
c/o R4 Capital Funding LLC  
780 Third Avenue, 16<sup>th</sup> Floor  
New York, New York 10017  
Attention: Tara Nussbaum

With copies to:

R4 Servicer LLC  
155 Federal Street, Suite 1400  
Boston, Massachusetts 02110  
Attention: Greg Doble

and

Kutak Rock LLP  
Two Logan Square  
100 N. 18<sup>th</sup> Street, Suite 1920  
Philadelphia, Pennsylvania 19103  
Attention: Andrew P. Schmutz

If to Borrower:

Sierra Flats Family I LP  
c/o Oikos Development Corporation  
1712 Main Street, Suite 206  
Kansas City, Missouri 64108  
Attention: Michael Snodgrass

With a copy to:

Ramsey Barhorst LLC  
117 West 20<sup>th</sup> Street  
Kansas City, Missouri 64108  
Attention: Chris Barhorst

Each Notice shall be effective the day delivered if personally delivered, the next business day if sent by overnight courier or three (3) days after being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. Each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

17. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

18. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

19. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective unless (i) the party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, has consented in writing to such amendment, supplement, modification, waiver or termination, and (ii) the Controlling Person has consented in writing to such amendment, supplement, modification, waiver or termination. All amendments shall be made in accordance with any applicable provisions of Article VI of the Funding Loan Agreement, and any amendment is not effective unless and until approved by the Carson City Board of Supervisors.

20. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.



21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada, without giving effect to its conflict of laws principles.

22. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

25. Obligors Unaffected. Notwithstanding that the Borrower is a party hereto and anything to the contrary contained herein, this Agreement shall not be deemed or interpreted so as to limit or expand or otherwise modify the rights and remedies of Senior Lender under the Senior Loan Documents or Subordinate Party under the Subordinate Documents or Declaration of Restrictive Covenants insofar as they relate to the Borrower or any other obligor, or to diminish or change the obligations of, the Borrower or any other obligor under any of the foregoing.

26. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Funding Loan Agreement.

[The remainder of this page is left blank intentionally.]







**SIERRA FLATS FAMILY I LP**, a Nevada limited partnership

By: Sierra Flats Family LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: \_\_\_\_\_  
Name: Michael Snodgrass  
Title: Executive Director

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, a Notary Public, personally appeared Michael Snodgrass, Executive Director of Oikos Development Corporation, the manager of Sierra Flats Family LLC, the general partner of Sierra Flats Family I LP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument as Executive Director of Oikos Development Corporation, the manager of Sierra Flats Family LLC, the general partner of, and on behalf of, Sierra Flats Family I LP.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**

The land referred to herein below is situated in the County of Carson City, State of Nevada, and described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS.

APN: 010-037-06

**Doc # 539079**

Recorded 4/7/2023 4:26 PM

Requested By: CARSON CITY CLERK  
TO THE BOARD

Carson City - NV

William "Scott" Hoen Clerk-Recorder

Pg 1 of 3 Fee: \$0.00

Recorded By:HP

FOR RECORDER'S USE ONLY

### ORDINANCE NO. 2023-6

Approving a development agreement concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information 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 personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

  
Signature

Hope Mills-Chief Deputy Clerk  
Print Name & Title

WHEN RECORDED MAIL TO:

Carson City  
885 E. Musser Street, suite 1032  
Carson City, NV 89701

Summary: An ordinance approving a development agreement concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that land with Assessor's Parcel Number 010-037-06.

BILL NO. 107

ORDINANCE NO. 2023-6

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND PALASEEK LLP, OIKOS DEVELOPMENT CORPORATION, AND SIERRA FLATS FAMILY I LP CONCERNING THE CONVEYANCE OF APPROXIMATELY 3.41 ACRES OF CITY-OWNED LAND AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT ON THAT LAND, LOCATED AT ASSESSOR'S PARCEL NUMBER ("APN") 010-037-06, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that 3.41 acres, which is located at APN 010-037-06 and depicted as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statutes 278.0203 and 244.287(5)-(6); and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan.

NOW, THEREFORE, the Board hereby approves by ordinance the development agreement, attached and incorporated herein as Exhibit 1, between Carson City and PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that land, which is located at APN 010-037-06 and depicted as Parcel 2 in Parcel Map 3045.

The Board further directs that the City Clerk shall cause a certified copy of this ordinance and original agreement to be filed with the Carson City Recorder.



PROPOSED on March 16, 2023 by Supervisor Lisa Schuette.

PASSED April 6, 2023.

VOTE:

AYES: Supervisor Stacey Giomi  
Supervisor Curtis Horton  
Supervisor Lisa Schuette  
Mayor Lori Bagwell

NAYS: Supervisor Maurice White

ABSENT: None

ABSTAIN: None

  
LORI BAGWELL, Mayor

ATTEST:

  
WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the 13th day of the month of April of the year 2023.

**APN 010-037-06**

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

Carson City Public Works Department  
c/o Real Property Manager  
3505 Butti Way  
Carson City, NV 89701

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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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among PalaSeek LLP, a Nevada limited liability partnership ("PALASEEK"), Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization ("OIKOS"), Sierra Flats Family I, LP, a Nevada limited partnership ("SFF," together with PALASEEK and OIKOS, "DEVELOPER"), as developer of that certain project known as PHASE 2 OF 3410 BUTTI WAY FOR AFFORDABLE/WORKFORCE HOUSING (the "SIERRA FLATS PHASE 2 PROJECT"), and Carson City, a consolidated municipality of the State of Nevada ("CARSON CITY"). PALASEEK, SFF, OIKOS, and CARSON CITY may be individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

1. CARSON CITY owned approximately 7.82 acres of land which was previously designated as Carson City Assessor's Parcel Number ("APN") 010-037-04 ("UNDIVIDED PARCEL").
2. CARSON CITY made approximately 6.32 acres making up the western end of the UNDIVIDED PARCEL, more particularly depicted as Parcel 1 and Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114

on July 20, 2022 (“Parcel Map 3045”), available for the development of affordable/workforce housing (the “AVAILABLE PROPERTY”).

3. The easternmost 1.5-acre portion of the UNDIVIDED PARCEL, more particularly depicted as Parcel 3 in Parcel Map 3045, is not part of this Agreement, and will continue to be CARSON CITY’s property.
4. Originally PALASEEK planned for a single apartment project originally named CARSON LOFTS to be built upon the AVAILABLE PROPERTY.
5. Since PALASEEK’s original proposal, DEVELOPER refined the development plan to include two apartment projects: the SIERRA FLATS 9% PROJECT, which is currently under construction, and a second project or phase, called the SIERRA FLATS PHASE 2 PROJECT, which will be rent restricted, and income restricted to take advantage of available low income housing tax credits.
6. Through Carson City Ordinance No. 2021-14, CARSON CITY entered into a development agreement with PALASEEK, OIKOS, and SFF—which was recorded with the Carson City Clerk-Recorder’s Office as Doc. No. 528321 on December 23, 2021—to construct the SIERRA FLATS 9% PROJECT on the westernmost 2.91 acres of the AVAILABLE PROPERTY, more particularly depicted as Parcel 1 in Parcel Map 3045 (“9% PROPERTY”).
7. CARSON CITY conveyed the 9% PROPERTY to OIKOS through a quitclaim deed recorded with the Carson City Clerk-Recorder’s Office as Doc. No. 534806 on August 18, 2022, and construction of the SIERRA FLATS 9% PROJECT has commenced on the 9% PROPERTY.
8. The Agreement provides the terms upon which DEVELOPER will build the SIERRA FLATS PHASE 2 PROJECT on the eastern 3.41 acres of the AVAILABLE PROPERTY, more particularly depicted as Parcel 2 in Parcel Map 3045 (“PHASE 2 PROPERTY”). A legal description of the PHASE 2 PROPERTY is attached as Exhibit “A”.

9. The 9% PROPERTY and the SIERRA FLATS 9% PROJECT are not part of this Agreement but are the subject of the previously-referenced development agreement approved as Carson City Ordinance No. 2021-14 and recorded as Doc. No. 528321 on December 23, 2021.
10. Therefore, this Agreement uses the following defined terms to describe the parcels depicted in Parcel Map 3045, which total approximately 7.82 acres of land:
  - The UNDIVIDED PARCEL comprises Parcels 1, 2, and 3 depicted in Parcel Map 3045, with a total approximate area of 7.82 acres.
  - The AVAILABLE PROPERTY comprises Parcels 1 and 2 depicted in Parcel Map 3045 and makes up the western 6.31 acres of the UNDIVIDED PARCEL. The Agreement divides the AVAILABLE PROPERTY into two categories: the 9% PROPERTY and the PHASE 2 PROPERTY.
  - The 9% PROPERTY is Parcel 1 in Parcel Map 3045 and makes up the western 2.91 acres of the AVAILABLE PROPERTY.
  - The PHASE 2 PROPERTY is Parcel 2 in Parcel Map 3045 and makes up the eastern 3.41 acres of the AVAILABLE PROPERTY. A legal description of the PHASE 2 PROPERTY is attached as Exhibit “A”.
11. On January 17, 2019, the Carson City Board of Supervisors directed staff to initiate due diligence to determine whether to convey the AVAILABLE PROPERTY under the provisions of NRS 244.287 for the development of affordable housing and to prepare a proposed Request for Proposals (“RFP”) to be reviewed by the Carson City Board of Supervisors in order to seek proposals from qualified developers through a competitive process.
12. On September 12, 2019, CARSON CITY released a RFP to invite qualified and experienced affordable housing and workforce housing development teams to submit proposals for the Development of the AVAILABLE PROPERTY.

13. On December 5, 2019, the Carson City Board of Supervisors reviewed the submitted proposals and selected PALASEEK to develop the AVAILABLE PROPERTY. PALASEEK's proposal included one-hundred and sixty (160) mixed income affordable/workforce housing units. The Board of Supervisors directed CARSON CITY staff to work with PALASEEK to further develop the project proposal, begin the land entitlement process, conduct community outreach, and negotiate a Development Agreement.
14. On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the AVAILABLE PROPERTY was changed from Public Regional (PR) to Multi-Family Apartment (MFA), which is incorporated herein by this reference. The 1.5-acres comprising Parcel 3 in Parcel Map 3045 remains zoned as Public Regional (PR).
15. On August 18, 2020, CARSON CITY and PALASEEK conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans as required by CCMC 18.02.100 for the projects.
16. On September 4, 2020, CARSON CITY provided PALASEEK with written Major Project Review Comments for MPR-2020-0023.
17. On March 2, 2021, CARSON CITY and PALASEEK conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map for PALASEEK's project. Parcel Map 3045 was subsequently approved and recorded, and it divided the UNDIVIDED PARCEL into three separate parcels. Parcel 3 of Parcel Map 3045 is being retained by CARSON CITY and will not be developed as part of the SIERRA FLATS 9% PROJECT or the PHASE 2 PROJECT.
18. On March 12, 2021, CARSON CITY provided PALASEEK with written Conceptual Map and Major Project Review Comments for PM-2021-0049.

19. On April 2, 2021, PALASEEK, together with OIKOS, caused SFF to be formed as a Nevada limited partnership by filing a certificate of limited partnership with the Secretary of State of the State of Nevada.
20. On April 15, 2021 CARSON CITY and PALASEEK entered into Exclusive Negotiating Rights Agreement providing that CARSON CITY would exclusively pursue a development agreement for affordable/workforce housing on the AVAILABLE PROPERTY with PALASEEK and its assigns through January 1, 2022.
21. SFF will be the owner of the SIERRA FLATS PHASE 2 PROJECT, which will be built on the PHASE 2 PROPERTY.
22. On December 15, 2022, CARSON CITY and PALASEEK entered into an Exclusive Negotiating Rights Agreement providing, among other things, that CARSON CITY would exclusively pursue a development agreement for affordable/workforce housing on the AVAILABLE PROPERTY with PALASEEK and its assigns through at least July 31, 2023, and at most December 31, 3023.
23. The Parties believe that it is mutually beneficial to enter into this Agreement and each mutually desire that the SIERRA FLATS PHASE 2 PROJECT be developed in accordance with this Agreement.
24. CARSON CITY, PALASEEK, OIKOS, and SFF desire to hereinafter have the provisions of this Development Agreement govern the development activities concerning the SIERRA FLATS PHASE 2 PROJECT.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions and promises herein contained, the Parties do agree as follows:

I.

PROJECT CHARACTERISTICS AND TENANCY REQUIREMENTS

This Agreement governs only the SIERRA FLATS PHASE 2 PROJECT. References to the 9% PROJECT and 9% PROPERTY are intended only to provide context for the rights and obligations this

Agreement creates in regard to the SIERRA FLATS PHASE 2 PROJECT. Unless this Agreement expressly states otherwise, it creates no rights or obligations for any Party in regard to the 9% PROJECT and 9% PROPERTY.

The AVAILABLE PROPERTY encompasses 6.31 acres of real property, more or less, and is zoned Multi-Family Apartment (MFA). The SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT will consist of four 3-story buildings with a total of one hundred and sixty (160) units of mixed income affordable/workforce housing available for rent to income-qualified individuals. One of the buildings will be reserved as senior housing for households age 55 years or older. The other buildings will be targeted to families. The unit mix of the buildings is as follows:

<b>SIERRA FLATS 9% PROJECT</b>		
<b>Building</b>	<b>Population Type</b>	<b>Unit Mix</b>
Building 1 (40 units)	Senior	32 one bedroom/one bath (644 SF) 8 two bedroom/ one bath (845 SF)
Building 2 (40 units)	Family	28 one bedroom/one bath (644 SF) 12 two bedroom/one bath (845 SF)
<b>SIERRA FLATS PHASE 2 PROJECT</b>		
<b>Building</b>	<b>Population Type</b>	<b>Unit Mix</b>
Building 3 (50 units)	Family	6 one bedroom/one bath (536 SF) 24 two bedroom/one bath (808 SF) 20 three bedroom/two bath (985 SF)
Building 4 (30 units)	Family	6 one bedroom/one bath (536 SF) 24 two-bedroom/one bath (795 SF)

The SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT are intended to primarily house seniors and families whose income does not exceed sixty percent (60%) of the median gross income (as determined by the Department of Housing and Urban Development “HUD” for Carson City), compared to other families residing in Carson City; however, sixteen (16) of the eighty (80) units making up the SIERRA FLATS 9% PROJECT are not income restricted. The specific funding mechanisms for the PHASE 2 PROJECT are not yet settled. The SIERRA FLATS PHASE 2 PROJECT will receive a property tax exemption to contribute to the financial viability of the projects.

The SIERRA FLATS PHASE 2 PROJECT will provide affordable housing units through income and rent targets at least as low as indicated in the Area Median Income (AMI) target table below:

**SIERRA FLATS PHASE 2 PROJECT (80 units of family housing)**

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Family	1-bedroom	1	60% AMI	50% AMI
Family	1-bedroom	11	60% AMI	60% AMI
Family	2-bedroom	2	60% AMI	50% AMI
Family	2-bedroom	46	60% AMI	60% AMI
Family	3-bedroom	2	60% AMI	50% AMI
Family	3-bedroom	18	60% AMI	60% AMI

II.

ADMINISTRATION OF THE PROJECT

The SIERRA FLATS PHASE 2 PROJECT shall be developed in accordance with this Agreement, with the following characteristics and requirements:

2.1 PHASING. The SIERRA FLATS PHASE 2 PROJECT is the subject of this Agreement, it is expected to start in July 2023 with completion anticipated in October 2024, and it will be constructed on the PHASE 2 PROPERTY.

2.2 TERM OF AGREEMENT. This Agreement shall be effective upon the date that a fully executed original of this Agreement is recorded in the Carson City Clerk-Recorder's office ("Effective Date"). Pursuant to this Agreement, DEVELOPER agrees that the SIERRA FLATS PHASE 2 PROJECT must be diligently pursued. DEVELOPER further agrees that unless CARSON CITY agrees in writing to some modification, the Agreement shall expire if DEVELOPER fails to:

- A. Commence construction of the SIERRA FLATS PHASE 2 PROJECT on the PHASE 2 PROPERTY on or before July 1, 2023.



- B. Secure a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT on or before December 31, 2024.

If DEVELOPER timely commences and completes the SIERRA FLATS PHASE 2 PROJECT as described in subparts A and B of Section 2.2, and the PHASE 2 PROPERTY is encumbered by a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit “B” to the Agreement, then PALASEEK, SFF, and/or OIKOS may invoke subpart H of Section 2.3 of the Agreement and, if appropriate under subpart H of Section 2.3, CARSON CITY shall record a release and reconveyance for this Agreement.

2.3 LAND TRANSFER. Upon execution of the Agreement and completion of all formalities required by NRS 244.287 and any other law applicable to the conveyance of the PHASE 2 PROPERTY, CARSON CITY will convey the PHASE 2 PROPERTY to OIKOS, a tax-exempt organization under 26 U.S.C. § 501(c)(3). That conveyance shall be accomplished through a Deed that is the same as or substantially similar to Exhibit “C”, and that conveyance shall be restricted as follows:

- A. If, 5 years after the PHASE 2 PROPERTY is conveyed, one or more of OIKOS, SFF, or PALASEEK, or their lawful assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing, the PHASE 2 PROPERTY automatically reverts to CARSON CITY.
- B. If the Agreement expires under Section 2.2(A) or 2.2(B) because construction on the SIERRA FLATS PHASE 2 PROJECT did not commence on or before July 1, 2023 or because DEVELOPER failed to secure a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT on or before December 31, 2024 (and CARSON CITY has granted no extension), CARSON CITY may declare a default consistent with NRS 278.0205, NRS 278.02053, and Section 3.2 of this Agreement, and shall have the right to reenter and

reclaim the PHASE 2 PROPERTY and/or exercise its rights under NRS 278.0205 or NRS 278.02053 to cancel this Agreement.

- C. In addition, the PHASE 2 PROPERTY shall be encumbered by a restrictive covenant requiring that the PHASE 2 PROPERTY be used for affordable housing as described in Section I of the Agreement until either (1) December 31, 2075; or (2) the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the SIERRA FLATS PHASE 2 PROJECT, whichever occurs later (“AFFORDABILITY PERIOD”). Therefore, concurrent with conveyance of the PHASE 2 PROPERTY from CARSON CITY to OIKOS, a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit “B” to the Agreement shall be recorded to encumber the PHASE 2 PROPERTY such that it may only be used for affordable housing that meets the requirements of this Agreement during the AFFORDABILITY PERIOD. Any remedies provided in this Agreement shall be in addition to any remedies CARSON CITY is entitled to for breach of the Declaration of Restrictive Covenants. The Parties shall not cause or allow the Agreement or Declaration of Restrictive Covenants to be subordinate to any other interest in the PHASE 2 PROPERTY, except that CARSON CITY, through its Board of Supervisors, may subordinate the Agreement and/or Declaration of Restrictive Covenants through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY’s best interests and necessary to promote investment in the construction of the PHASE 2 PROJECT. Presently, DEVELOPER anticipates that its construction lender, permanent lender, the Nevada Housing Division, or some combination thereof may decline to participate in the SIERRA FLATS PHASE 2 PROJECT unless

the Agreement and/or Declaration of Restrictive Covenants are subordinated to some other interest.

- D. As a condition precedent to CARSON CITY's obligation to convey the PHASE 2 PROPERTY to OIKOS, DEVELOPER will provide CARSON CITY with an updated Exhibit "D," which lists all entities with an interest in SFF, each such entity's share of ownership in SFF, and all entities making up DEVELOPER's team for the SIERRA FLATS PHASE 2 PROJECT. This condition precedent for an updated Exhibit "D" also allows CARSON CITY, at its sole option and discretion, to demand the following information from DEVELOPER about entities with an interest in SFF: (1) For owners that are natural people, CARSON CITY may demand that Exhibit "D" contains the individuals' full name and ownership interest; (2) For any owner that is an artificial entity and a general partner of or a constituent of the general partner of SFF, CARSON CITY may demand that Exhibit "D" disclose ownership interests until all ownership interest can be traced to an identifiable natural person.
- E. The DEVELOPER agrees to pay all title and other transfer costs associated with conveyance of the PHASE 2 PROPERTY.
- F. The DEVELOPER shall pay all taxes imposed, including future and back taxes and liens (if any).
- G. OIKOS may assign its interest in the PHASE 2 PROPERTY to SFF, provided such assignment is subject to the limitations, re-entry rights, encumbrances, disclosures, and other terms set forth in Section 2.3 of this Agreement.
- H. PALASEEK, SFF, and/or OIKOS may request, in writing, that CARSON CITY record a release and reconveyance for this Agreement, provided that (1) the Parties have fully executed and recorded a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "B" of the

Agreement; (2) a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT has been issued by CARSON CITY; and (3) the requesting Party provides CARSON CITY with a proposed release and reconveyance for the Agreement which expressly states that the release and reconveyance does not apply to, or in any way impact, the aforementioned recorded Declaration of Restrictive Covenants. DEVELOPER may request that CARSON CITY record the release and reconveyance for the Agreement, and if the three prerequisites above are fulfilled, CARSON CITY shall record the requested document within thirty (30) days of receiving it from the requesting Party.

2.4 MUTUAL COOPERATION. CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of this Agreement. Nothing contained in this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPERS nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

Further, CARSON CITY may—through its Board of Supervisors, Development Engineering Division, Planning Division, or other City departments—require DEVELOPER to make improvements related to the SIERRA FLATS PHASE 2 PROJECT. Any such improvements shall be completed by DEVELOPER at its own expense and within the specified time, which must in all instances be at least before issuance of any certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT.

2.5 CONSTRUCTION. All construction will be performed by a general contractor (or a hired sub-contractor) possessing the appropriate licensure in the State of Nevada. Any contractors, or sub-contractors, employed during the project shall be in good standing with the Nevada State Contractor's Board, or other appropriate licensing authority. Additionally, all contractors or sub-contractors performing work in Carson City must have or obtain a Carson City business license if required by the CCMC.

2.6 FUNDING. SFF, and its agents, shall at all times be in good standing with all applicable federal funding entities. Should any concerns arise during the project, SFF shall immediately make corrective actions to comply with the requesting funding entity.

2.7 TIMELINESS. Time is of the essence for this Agreement. DEVELOPER shall timely and diligently cause construction of the SIERRA FLATS PHASE 2 PROJECT. If certificates of occupancy for the SIERRA FLATS PHASE 2 PROJECT are not completed by the dates specified in Section 2.2(B), then CARSON CITY shall have the right to the remedies set forth in this Agreement or the Declaration of Restrictive Covenants, or both. Any costs incurred by DEVELOPER, such as title transfer costs, will not be reimbursed by CARSON CITY if its right to reenter and reclaim the PHASE 2 PROPERTY is triggered.

### III.

#### DEFAULTS, REMEDIES, TERMINATION

3.1 GENERAL PROVISIONS. Failure or unreasonable delay in performing any term or provision of this Agreement shall constitute a default.

3.2 NOTICE OF DEFAULT OR BREACH & CURE PERIOD. Unless NRS 278.0205 and NRS 278.02053 apply, in the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit. The Parties may mutually agree, in writing, to provide more than thirty (30) days to the Party allegedly in default to cure that alleged default or breach ("CURE PERIOD"). Any lender or partner or member of DEVELOPER may, but shall not be obligated to, cure any alleged default. No default by DEVELOPER under this Agreement shall constitute a default under the development agreement for the SIERRA FLATS 9% PROJECT, which was approved as Carson City Ordinance No. 2021-14 and recorded as Doc. No. 528321 on December 23, 2021. The Parties

covenant and agree that the SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT shall be considered separate projects with separate owners and no cross default shall ensue, provided the non-defaulted project remains in compliance with its development agreement.

After notice of default or breach and expiration of the CURE PERIOD, the non-defaulting Party to this Agreement, at its option, may pursue any remedies permitted by the Agreement, Deed, Declaration of Restrictive Covenant, or any other lawful remedy, including proceedings to terminate or amend this Agreement.

If CARSON CITY elects to terminate or amend this Agreement after PALASEEK, OIKOS, SFF, a lawful assignee or agent of any such Party, or some combination thereof has failed to timely cure any breach or default under this Agreement, such termination or amendment shall conform with NRS 278.0205 and NRS 278.02053, including the notice and public hearing requirements set forth in those statutes.

In the event CARSON CITY does not accept, review, approve or issue necessary permits for use in a timely fashion, or as otherwise agreed by the Parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete the SIERRA FLATS PHASE 2 PROJECT, nor shall resulting delays in DEVELOPER performance constitute grounds for default, termination, or cancellation of this Agreement.

3.3 FORCE MAJEURE. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

If written notice of such delay is given by one Party to the other Party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

3.4 LIMITATIONS ON LIABILITY. CARSON CITY does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; nevertheless, in no event will CARSON CITY be liable to any Party for damages (actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

3.5 WAIVER OF RIGHTS. No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a Party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

#### IV.

#### MISCELLANEOUS

4.1 CONFLICTS WITH THIS AGREEMENT. Should any provision of this Agreement be deemed to be in conflict with any exhibit or attachment to this Agreement, or the RFP, PALASEEK's proposal, or an Exclusive Negotiating Rights Agreement, then the terms in this Agreement shall prevail. In the event a conflict exists between the rights and obligations set forth in the Agreement and the fully executed and recorded Declaration of Restrictive Covenants, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects CARSON CITY's interest in seeing the PHASE 2 PROPERTY used for affordable housing during the full AFFORDABILITY PERIOD shall govern.

4.2 CARSON CITY CODE. The SIERRA FLATS PHASE 2 PROJECT shall be built and maintained in accordance with all ordinances adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY, including, but not limited to Chapter 17.08 of the CCMC.

4.3 APPLICABLE LAW, VENUE & ATTORNEYS' FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. Should any legal action be brought by a Party against another Party relating to this Agreement, the PHASE 2 PROPERTY, or the SIERRA FLATS PHASE 2 PROJECT, that legal action will be brought pursuant to the choice of law and choice of forum provisions provided in this section. The prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed \$125 per hour.

4.4 SUCCESSORS AND ASSIGNS. The Parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefits of the Parties' successors and assigns. No Party may assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party. CARSON CITY's consent may be given only by the Carson City Board of Supervisors.

4.5 ENTIRE AGREEMENT. This Agreement, together with any Exhibits, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter. The Parties understand and intend that, subsequent to this Agreement, the Parties will execute and record a Declaration of Restrictive Covenants that will be the same or substantially similar to Exhibit "B" of this Agreement. The Agreement does not supersede the fully executed and recorded Declaration of Restrictive Covenants, and the Agreement and Declaration of Restrictive Covenants must be construed in accordance with Section 4.1 of the Agreement.



#### 4.6 HOLD HARMLESS AND INDEMNIFICATION.

4.6.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section. However, in no event shall CARSON CITY indemnify DEVELOPER or hold it harmless in a dispute arising under a sub-contract for the SIERRA FLATS PHASE 2 PROJECT.

4.6.2 Except as otherwise provided in Subsection 4.6.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

4.6.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

4.6.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

4.6.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through

which the indemnified party might voluntarily choose to participate in its defense of the same matter.

4.6.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorneys' fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

4.7 PROJECT AS PRIVATE UNDERTAKING. It is specifically understood and agreed by and between the Parties hereto that the SIERRA FLATS PHASE 2 PROJECT is a private development and no partnership, joint venture or other association of any kind is formed, except as defined by this Agreement.

4.8 FURTHER ASSURANCES. In the event of any legal action instituted by any third party or other government entity or official challenging this Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

4.9 MODIFICATION. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing, signed by the Parties, and approved by the Carson City Board of Supervisors.

4.10 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

4.11 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

4.12 PUBLIC RECORDS REQUESTS MADE TO CITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. CARSON CITY will have

the duty to disclose particular information or documents unless they are made confidential by law or a common law balancing of interest.

EXHIBITS:

- A. Legal Description for PHASE 2 PROPERTY
- B. Declaration of Restrictive Covenant for PHASE 2 PROPERTY
- C. Deed for PHASE 2 PROPERTY
- D. Development Team Organization Chart

**[Counterpart Signature Pages Follow]**

**DEVELOPER – PALASEEK**

**PALASEEK:**

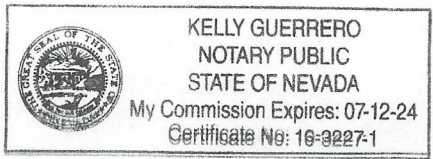
PALASEEK LLP, a  
Nevada limited liability partnership

By: Michael A. Schneider *Managing PARTNER*  
Michael A. Schneider, Managing Partner

STATE OF NEVADA            )  
                                          ) ss.  
COUNTY OF Clark        )

This instrument was acknowledged before me on April 10, 2023 by Michael Schneider  
as Managing Partner of PalaSeek LLP.

Notary Signature: Kelly Guerrero (Notary Seal)





**CARSON CITY**

APPROVED:

CARSON CITY, a consolidated municipality

By: Lori Bagwell  
Lori Bagwell, Mayor

Date: 4/6/23

APPROVED AS TO FORM:

Carson City District Attorney

By: Adam Tully

Date: 4/6/23

ATTEST:

Carson City Clerk-Recorder

By: William Scott Hoen  
William Scott Hoen

Date: 4/6/23

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR PHASE 2 PROPERTY**

## **EXHIBIT A**

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS



**EXHIBIT B**

**DECLARATION OF RESTRICTIVE COVENANTS FOR PHASE 2 PROPERTY**

APN 010-037-06

Mail Tax Statements To:

Oikos Development Corporation  
1712 Main Street, Ste. 206  
Kansas City, MO 64108  
Attention: Michael Snodgrass

Recording requested by:

Carson City  
Public Works Department  
3505 Butti Way  
Carson City, NV 89701

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040
----------------------------------------------------------------------------------------------------------

**DECLARATION OF RESTRICTIVE COVENANTS**  
(Sierra Flats Phase 2 Project)

**TABLE 1**

<i>Project</i>	Sierra Flats Phase 2 Project, which is an affordable housing project to place improvements on the Land more fully described in the Development Agreement.
<i>Developer</i>	Sierra Flats Family1, LP Attn: Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108
<i>Grantee</i>	Oikos Development Corporation Attn: Michael Snodgrass 1712 Main Street, Ste. 206 Kansas City, MO 64108

<i>Authorized Representative for Developer &amp; Grantee</i>	Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108			
<i>City</i>	Carson City, a consolidated municipality and political subdivision of the State of Nevada  City Manager's Office Attn: City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701  AND  Carson City Public Works Department Attn: Real Property Manager 3505 Butti Way Carson City, NV 89701			
<i>Authorized Representative for City</i>	City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701			
<i>Land (Ex. A)</i>	All that land located in Carson City, State of Nevada, more particularly depicted as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022 ("Parcel Map 3045"), and as shown and described in the attached Exhibit A.			
<i>Affordability Period (§2.01)</i>	Until December 31, 2075, or the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the Project, whichever occurs later.			
<i>Rent Restricted Units (§2.02)</i>	Targeted Population: Family			
	# Units	# Bedrooms	Tenant Eligibility (AMI Limit)	AMI for Maximum Rent Calculation
	1	1	60% AMI	50% AMI
	11	1	60% AMI	60% AMI

	2	2	60% AMI	50% AMI
	46	2	60% AMI	60% AMI
	2	3	60% AMI	50% AMI
	18	3	60% AMI	60% AMI

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**RECITAL**

Developer, Grantee, and PalaSeek LLP entered into a Development Agreement with the City, where City agreed to transfer the Land upon which the Project will be built, which is fully described at Exhibit A and depicted as and Parcel 2 of Parcel Map No. 3045, to Grantee for the purpose of constructing the Project with Developer. In connection with the transfer of the Land, the City and NRS 244.287 require that the Land, including the Project to be built upon the Land, be rent restricted for the Affordability Period. In consideration of the transfer of the Land from the City, Grantee, for itself and its assignees and successors in interest, hereby covenants and agrees that the Land shall be encumbered during the Affordability Period stated above by these covenants, and the City, Grantee, Developer, and PalaSeek LLP specifically intend that these covenants shall run with the Land and be binding on all Owners and Occupiers of the Land during the Affordability Period.

## DEFINITIONS

“**Affordability Period**” has the same meaning set forth at Table 1.

“**Authorized Representative**” means: (1) Michael Snodgrass when the term is used in reference to Grantee, Developer, Owner, and/or Occupier, unless some other individual is subsequently identified in a written notice to the City by the chief executive of such entity’s assign or successor; and (2) the City Manager when used in reference to the City.

“**City**” means Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada.

“**Developer**” means Sierra Flats Family I, LP, a Nevada limited partnership.

“**Development Agreement**” means the Development Agreement executed by the City, Grantee, Developer, and PalaSeek LLP and enacted as an ordinance whereunder, subject to certain restrictions, the City commits to transfer and convey the Land to Grantee for Developer and Grantee to complete the Project, which is an affordable housing project. The executed and recorded Development Agreement is attached as Exhibit B.

“**Grantee**” means Oikos Development Corporation, a Missouri nonprofit corporation authorized to do business in Nevada, and exempt from federal taxation as an I.R.S. tax-exempt 501(c)(3) organization.

“**Land**” has the same meaning set forth at Table 1.

“**Occupier**” or “**Occupiers**” means the entity or entities that own the Project on the Land, which at the time of the Development Agreement and this Declaration is Developer. Occupier does not include Qualified Renters or any other residential tenant of the completed Project.

“**Owner**” or “**Owners**” means the entity or entities that own the interest in the Land conveyed by the City to Grantee through the Development Agreement.

“**Party**” means City, Owner, or Occupier, individually.

“**Parties**” means City, Owner, and Occupier, collectively.

“**Project**” has the same meaning set forth at Table 1.

“**Qualified Renters**” means a person or persons constituting a household who have a combined annual income that does not exceed the Area Median Income (“AMI”) percentages for Rent Restricted Units in Table 1, with AMI determined by the U.S. Department of Housing and Urban

Development (“HUD”) and, adjusted for family size at the time of the lease of the unit, who otherwise meet the requirements for eligibility set forth in the Declaration. HUD rules, regulations, and guidance will be used to determine whether an individual is considered part of a household for the purposes of determining annual income.

“**Rent Restricted Units**” means the 80 units shown in Table 1.



**Art. 1 COVENANT RUNNING WITH THE LAND; TERM OF DECLARATION; NO SUBORDINATION WITHOUT CONSENT OF CITY**

**§1.01 *Covenant Running with the Land.***

CITY AND GRANTEE HEREBY DECLARE that the Land is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner, subject to the provisions contained in this Declaration as a restrictive covenant, which shall burden the Owner and Occupier, as well as their respective successors and assigns, and all persons hereafter acquiring or owning any interest in the Project or Land, however such interest may be acquired.

**§1.02 *Term of Declaration.***

All provisions in this Declaration shall remain in force and effect for the duration of the Affordability Period. Upon the expiration of the Affordability Period, City shall prepare and record a notice of termination of this Declaration.

**§1.03 *No Subordination without City Consent.***

This Declaration shall not be subject to subordination without approval by the City's Board of Supervisors. Developer and Grantee anticipate that the construction lender and permanent lender will require subordinations of this Declaration to their deeds of trust. Developer anticipates that it will enter into a declaration of restrictive covenants in connection with the low income housing tax credit program and another declaration of restrictive covenants in connection with the HOME Investment Partnerships Program. These additional declarations of restrictive covenants will impose income and rent restrictions on the Project, and the Nevada Housing Division might require that this Declaration be subordinated to one or more of the aforementioned declarations of restrictive covenants.

The City's Board of Supervisors may subordinate this Declaration upon (1) finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.

**Art. 2 AFFORDABILITY REQUIREMENTS**

**§2.01 *Affordability Period.***

a. Affordability Period. It is agreed that the Affordability Period for this Project and the Land under this Declaration is as stated above in Table 1. This period may be amended by agreement of the Parties *provided however* that (1) any reduction must be consistent with NRS 244.287 and approved by City’s Board of Supervisors in its sole and absolute discretion for good cause shown and based on a determination that a reduction is in the best interests of the public, and (2) except as described by § 6.03, any extension in this period must be approved by Owner (or its successor or assign) in its sole and absolute discretion and without any obligation to do so.

**§2.02 *Income and Rent Restrictions; Units Selected on Floating Basis.***

a. During the Affordability Period, Rent Restricted Units shall be set aside and rented to Qualified Renters with the income limits stated in Table 1. The Rent Restricted Units to be occupied by Qualified Renters may be selected on a floating basis so long as the total number of Rent Restricted Units is continuously maintained.

b. The maximum rents that can be charged on Rent Restricted Units shall be calculated using the AMI for Maximum Rent Calculation in Table 1, subject to §§ 2.02(c), 2.03.

c. If HUD requires a utility allowance for the Project, that utility allowance shall be provided to Qualified Renters in Rent Restricted Units throughout the entire Affordability Period. Utility allowances will be deducted from the maximum rents permitted for Qualified Renters in Rent Restricted Units. Utility allowances will be calculated for the full duration of the Affordability Period using HUD rules, regulations, and guidance.

**§2.03 *Rent Calculations and Adjustments.***

a. Annual Updates of Utility Allowances. Owner and Occupier shall be jointly and severally responsible for updating the maximum allowance for utilities annually (if applicable), using the HUD Utility Schedule or otherwise determining the utility allowance for the Project based on the type of utilities based on HUD rules, regulations, and guidance.

b. Annual Approval of Rent Schedules. Owner and Occupier shall be jointly and severally responsible for submitting rent schedules for the Rent Restricted Units annually to the City. The rent schedules must provide the formula used for calculating rent schedules and an explanation of all data incorporated into the formula when performing the calculations to produce the rent schedules.

c. Subsequent Rents During the Affordability Period.

1. The maximum rent limits shall be annually recalculated to incorporate material changes to HUD's determinations on area fair market rents and AMI.

2. Owner and Occupier shall be jointly and severally responsible for providing the City with HUD maximum rent adjustments as they are announced.

d. Maximum Rent Formula. The maximum rents charged shall not exceed those permitted by the following formula:

$[(\text{Table 1 AMI for Maximum Rent Calculation} / 12 \times 30\%) - \text{utility allowance}] = \text{Maximum Rent}$

e. Rent Increases. Maximum rent increases with respect to the Rent Restricted Units must be approved by the City whenever the proposed rent increase would be in excess of ten percent (10%). Owner and Occupier shall be jointly and severally responsible for providing a minimum of sixty (60) days written notice to impacted tenants and City of an increase in rent with respect to the Rent Restricted Units.

**Art. 3 TENANT SELECTION AND PROTECTIONS**

**§3.01 *Tenant Selection.***

a. Affirmative Marketing; Nondiscrimination. Owner and Occupier shall be jointly and severally responsible for adopting and following written tenant selection policies in accordance with U.S. and Nevada anti-discrimination laws, including but not limited to the Fair Housing Act and NRS 118.010–120.

**§3.02 *Tenant Leases; Termination of Tenancy.***

- a. Tenants must sign an initial one (1) year lease, unless otherwise mutually agreed by tenant and Occupier (or Occupier’s agent).
- b. Tenant leases are governed by NRS 118A.200-230.
- c. Occupier (or Occupier’s agent) may not terminate tenancy or refuse to renew a lease of Rent Restricted Units except for serious or repeated violation of the terms and conditions of the lease.

**§3.03 *Maintain Unit Habitability and Comply with NRS Chapter 118A.***

- a. Owner and Occupier shall be jointly and severally responsible for maintaining all units in a habitable condition as defined in NRS 118A.290.
- b. Owner and Occupier shall be jointly and severally responsible for complying with all applicable provisions of Nevada Landlord-Tenant law as it applies to dwellings, including NRS Chapter 118A.

**Art. 4**

**PROPERTY MANAGEMENT**

**§4.01**            *Maintenance.*

Owner and Occupier shall be jointly and severally responsible for keeping the Project in a clean, well maintained condition, reasonable wear and tear excepted. Owner and Occupier shall be jointly and severally responsible for maintaining the Project in accord with the Carson City Municipal Code. The following is a non-exhaustive list of such maintenance obligations. Landscaping shall be watered and groomed, and free of debris. Sidewalks shall be kept free of snow and clutter. Buildings shall be kept painted and roofs shall be maintained. Trash shall be kept in appropriate enclosures.

**§4.02**            *Compliance with Laws.*

Owner and Occupier shall be jointly and severally responsible for obtaining and keeping current all permits and licenses to construct, repair, operate and maintain the Project and shall comply in all material respects with all federal, state, and local laws and regulations, including the Carson City Municipal Code.

**§4.03**            *Safe and Quiet Environment.*

Owner and Occupier shall be jointly and severally responsible for providing and reasonably enforcing regulations to assure that tenants have a safe, secure, and quiet environment in which to live.

**§4.04**            *Taxes.*

Owner and Occupier shall be jointly and severally responsible for paying all taxes imposed on the Land and Project, including future and back taxes and liens (if any).

**Art. 5 RECORDS; ANNUAL REPORTS**

**§5.01 Records.**

a. Sufficiency. Records must be sufficient to determine compliance with the requirements and objectives of this Declaration and the Development Agreement.

b. Record retention. Owner and Occupier shall be jointly and severally responsible for maintaining records for the most recent five-year period, except as provided herein:

(i) Records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the Affordability Period terminates.

(ii) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition; and,

(iii) *Provided, however,* that if any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation or claims involving the records have been resolved, or audit findings involving the records have been received.

c. Public records. Owner and Occupier understand that, pursuant to NRS 239.010, information or documents regarding the Project may be open to public inspection and copying. If the City’s documents for the Project are requested, it will have the duty to disclose such documents, unless they are made confidential by law or a common law balancing of interest.

**§5.02 Annual Reporting.**

During the Affordability Period, Owner and Occupier shall be jointly and severally responsible for providing the City’s Authorized Representative with a copy of annual low income housing tax credit compliance monitoring reports regarding the Project that are submitted to the State of Nevada Housing Division (“NHD”). Such copies are due to the City within 30 days of submission to NHD.

In the event that NHD no longer requires such reports for the Project, Owner and Occupier remain jointly and severally responsible for providing the City with some other substantially similar reporting, also due annually.

If any items are shown on the report as deficient and in need of curing, a copy of any cure

notices or additional information sent to NHD will also be delivered to the City.

If, at any time during the Affordability Period, Owner and Occupier, or their assigns or agents, fails to provide Rent Restricted Units to Qualified Renters within the income and maximum rent limits set forth in this Declaration, the City shall be entitled to pursue remedies as described in § 6.03 of the Declaration.

## **Art. 6 ENFORCEMENT AND REMEDIES**

### **§6.01 *Default.***

A default under this Declaration occurs if there occurs a breach of this Declaration, subject to applicable force majeure, notice and cure period provisions herein.

### **§6.02 *Notice and Opportunity to Cure.***

If City believes that a default under this Declaration has occurred, it shall give Owner and Occupier notice in writing, and Owner and Occupier shall have thirty (30) business days to cure the default. If Owner, Occupier, or a limited partner (1) has commenced and is diligently pursuing a cure for the default, and (2) demonstrated the ability to cure within a reasonable period of time, such cure period shall be extended as reasonably necessary to complete such cure.

### **§6.03 *Remedies.***

If a default occurs and remains uncured after written notice is provided to Owner and Occupier and the cure period specified in Section 6.02 has elapsed, City may exercise any rights and remedies herein, or otherwise available by law or equity. All such remedies are cumulative so that the identification of any particular remedy in this Declaration or the Development Agreement does not preclude the existence or exercise of any other remedy, and the actual exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default. City remedies for default shall include:

- a. Seeking injunctive relief for specific performance of rent restrictions or other obligations under this Declaration;
- b. Disgorgement of profits gained through the breach of this Declaration, either for the benefit of, depending on context and equity, over-charged Qualified Renters or Carson City itself, which conveyed the Land at no cost to Grantee for the sole and express purpose of developing and maintaining an affordable housing project throughout the entire Affordability Period;
- c. Seeking a declaratory or other judgment from a Court of competent jurisdiction tolling (and therefore extending) the Affordability Period for the duration of any period during which rent restrictions or other obligations under this Declaration were not appropriately complied with; and/or



- d. If the default is related to the condition of the Project's improvements or the treatment of tenants, City may expend funds to correct the default which shall constitute a lien on the Project or Land under the provisions of NRS 108.221 through 108.246.

Notwithstanding anything to the contrary in this Declaration, City agrees that any cure of any default made or tendered by any member or partner of Owner or Occupier shall be deemed to be a cure by Owner/Occupier and shall be accepted or rejected by City on the same basis as if made or tendered by Owner or Occupier.

**§6.04            *Waivers.***

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Declaration, any failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a Party only if expressed in writing, signed by the Authorized Representative of the waiving Party, except that any waiver by the City's Authorized Representative is not binding where the Declaration, Development Agreement, or Nevada law require such waiver to be approved by the City's Board of Supervisors.

**§6.05            *Attorney's Fees and Costs.***

If any Party brings any action or proceeding against another Party regarding a dispute arising from the Land, Project, or to enforce the provisions of this Declaration, the prevailing Party shall be entitled to reasonable attorney's fees and costs; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed \$125 per hour.

**§6.06            *Force Majeure.***

In addition to specific provisions of this Declaration, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

If written notice of such delay is given by one Party to the other Party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

**Art. 7**                      **GENERAL TERMS**

**§7.01**                      ***Time Frames and Deadlines.***

The Parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Declaration. Unless otherwise specified: (i) the term “days” means calendar days; (ii) the term “business days” means calendar days, excluding weekends and holidays recognized by the State of Nevada; (iii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day; and (iv) performance is due by 5 p.m. PST on the day of deadline.

**§7.02**                      ***Assignment, Transfer of Project; Binding Effect.***

a.        This Declaration is a covenant running with the land and shall be binding on all Owners and Occupiers of the Land and their heirs, successors, trustees, representatives and permitted assigns.

b.        No Party may assign, transfer, delegate, or subordinate any rights, obligations, or duties under this Declaration without the prior written consent of the other Parties. The City’s consent may be given only by the Carson City Board of Supervisors. Notwithstanding the forgoing, the Parties agree that Grantee may assign or convey its interest in the Land to Developer, provided such assignment or conveyance remains subject to the terms of this Declaration.

**§7.03**                      ***Standards for Approvals; Further Acts and Assurances.***

a.        Unless otherwise specified (such as with the words "sole discretion") wherever this Declaration requires the approval of a Party, or any of a Party’s officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

b.        The Carson City Board of Supervisors is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or arbitrary, capricious or an abuse of discretion.

c.        The Parties shall take all reasonable actions and enter into, execute, and deliver all documents reasonably required by the other Parties to carry out the terms of this Declaration, provided that no such action or documentation shall result in (1) a material change to the terms and conditions of this Declaration, or, if applicable, the Development Agreement, or any document

executed in connection therewith, or (2) any greater liability of the other Parties. This provision survives the termination of this Declaration.

d. In the event of any legal action instituted by any third party or other government entity or official challenging this Declaration, the Parties and/or their agents, assigns, and successors shall cooperate and use their best efforts in defending any such action.

**§7.04 Notices.**

Notices provided under this Declaration must be in writing which shall be mailed or personally delivered to each Authorized Representative at the address specified in Table 1 or to any successor of Grantee or Developer (i.e., Owner or Occupier) at the Project address on Butti Way in Carson City, NV. Notice is deemed received by the other Party upon the earlier of (i) when actually received; (ii) five business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail; or (iii) two business days after having been submitted for delivery by reputable overnight courier. Failure to provide copies of additional notices as set forth herein does not affect the validity of notices.

**§7.05 Limitations on Liability; Hold Harmless and Indemnification.**

a. Limitations on liability. City does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

b. Hold harmless and indemnification.

(i) To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. However, in no event shall the City indemnify Owner or Occupier or hold it harmless, in a dispute arising under a contract or sub-contract for the Project.

(ii) Except as otherwise provided in Subsection (b)(iv) below, the indemnifying Party shall not be obligated to provide a legal defense to the indemnified Party, nor reimburse the indemnified Party for the same, for any period occurring before the indemnified Party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying Party, along with:

(1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified Party believes that the claim or cause of action asserted against the indemnified Party implicates the culpable conduct of the indemnifying Party, its officers, employees, and/or agents.

(iii) After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the same matter.

(iv) After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall be obligated to reimburse the reasonable attorneys' fees and costs incurred by the indemnified Party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**§7.06           *Severability.***

In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending portion shall be deemed, from the very beginning, to have been modified to the extent necessary to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this Declaration. In either event (modification or severance), all remaining words, phrases, clauses, and provisions herein remain fully enforceable.

**§7.07           *Applicable Law; Jurisdiction.***

The Parties' rights and obligations concerning the Land, the Project, and the interpretation and enforcement of this Declaration shall be governed by the laws of Nevada. The Parties consent to the jurisdiction of—and agree that disputes concerning the Parties' rights and obligations in connection with the Land, the Project, and the interpretation and enforcement of this Declaration will be resolved by—the courts of the First Judicial District Court of the State of Nevada in Carson City.

**§7.08           *Interpretation of This Agreement.***

Titles and headlines of this Declaration are intended for editorial convenience and are not to be construed as a part of this Declaration. The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.” Unless otherwise specified, the word “herein” means anywhere in this Declaration or the attachments. Any term in the

singular includes, where appropriate in the context, the plural. The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any Party are appropriate based on who drafted this Declaration or any provision herein. The Development Agreement, even if released and reconveyed, may be used to help ascertain the Parties' intent regarding the Declaration.

**§7.09            *Warranties of Authority.***

Each Party representative who signs this Declaration represents and warrants that he or she has obtained all necessary approvals and has actual authority to execute this Declaration with the effect of binding his or her principal.

**§7.10            *Modifications; Authority to Administer and Approve Changes.***

a.        Unless otherwise expressly authorized by the terms of this Declaration, no modification or amendment to this Declaration is binding upon the Parties unless the same is in writing, signed by the Parties, and approved by the Carson City Board of Supervisors.

b.        Each Authorized Representative, acting alone on behalf of his or her principal only, shall have the authority to:

- 1.        Execute all deeds, escrow instructions, settlement statements, title insurance instructions, agreements, notices and other instruments necessary to effectuate the purposes of this Declaration;
- 2.        Accept all performances, and waive or negotiate remedies for defaults and implement this Declaration *provided, however that* Authorized Representatives *do not* have authority to take any such action that materially or substantially changes the uses or development permitted on the Land, affects the Affordability Period, subordinates this Declaration, or reduces an amount owed or adds to the cost incurred by a Party.

For example, each Authorized Representative, acting alone on behalf of his or her principal, *shall* have the authority to (i) issue interpretations and/or grant waivers regarding this Declaration on behalf of his or her principal; (ii) agree to loan assumptions, contract assignments, or substitution of Parties impacting only the interests of the Authorized Representative's principal; (iii) execute other documents as reasonably requested by any tax credit investor or senior financing lender in order to effect a closing of the financing of the Project on behalf of his or

her principal; (iv) waive or modify any insurance requirements set forth herein on behalf of his or her principal; and (v) extend times of performance under this Declaration on behalf of his or her principal.

**§7.11      *Entire Agreement; Conflict with Development Agreement; Counterparts.***

a.     This Declaration shall be effective on the date it is duly executed by all of the Parties. The Parties agree that this Declaration, together with its attachments, including the Development Agreement, contains the entire agreement of the Parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Declaration.

b.     In the event a conflict exists between the rights and obligations set forth in this Declaration and the Development Agreement, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects the City’s interest in seeing the Land used for affordable housing during the full Affordability Period shall govern. This rule of construction applies even if the Development Agreement has been released and reconveyed.

c.     This Declaration may be executed in counterparts and is effective when each Party receives a complete set of counterpart signature pages.

////////////////////////////////////counterpart signature pages follow////////////////////////////////////





Declaration of Restrictive Covenants  
(Sierra Flats 9% Project)

**Counterpart Signature Page**

**DEVELOPER:**

SIERRA FLATS FAMILY I, LP, a Nevada limited partnership

By: Sierra Flats Family LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: \_\_\_\_\_  
Michael Snodgrass, its Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, Notary Public, personally appeared Michael Snodgrass, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

Declaration of Restrictive Covenants  
(Sierra Flats Phase 2 Project)

**Counterpart Signature Page**

**CITY:**

CARSON CITY, a consolidated municipality

APPROVED:

CARSON CITY, a consolidated municipality

APPROVED AS TO FORM:

Carson City District Attorney

By: \_\_\_\_\_  
Lori Bagwell, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Carson City Clerk-Recorder

By: \_\_\_\_\_  
William Scott Hoen

Date: \_\_\_\_\_

EXHIBIT A  
LAND LEGAL DESCRIPTION

---

Declaration of Restrictive Covenants

EXHIBIT B  
DEVELOPMENT AGREEMENT

---

Declaration of Restrictive Covenants

**EXHIBIT C**  
**DEED FOR PHASE 2 PROPERTY**

APN 010-037-06

AFTER RECORDING RETURN TO:  
Attention: Michael Snodgrass  
Oikos Development Corporation  
1712 Main Street, Ste. 206  
Kansas City, MO 64108

QUITCLAIM DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called GRANTOR and OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation and I.R.S. tax-exempt 501(c)(3) organization, hereinafter called GRANTEE,

WITNESSETH:

That said GRANTOR, pursuant to Resolution 2023-R-\_\_\_\_\_ (Exhibit B) and NRS 244.287, for good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of NRS 244.287, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and fee interest of said GRANTOR in and to that certain real property located at 3320 Butti Way, Carson City, Nevada (APN 010-037-06) as shown on Exhibit A ("PROPERTY").

SUBJECT TO:

- (1) Section 2.3(A) of the Development Agreement with GRANTOR (Exhibit C) and NRS 244.287(8) requiring the PROPERTY to automatically revert to GRANTOR if within 5 years after this conveyance GRANTEE or its lawful agents, partners, successors, or assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing.
- (2) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not commenced on the PROPERTY on or before July 1, 2023.
- (3) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not been completed on the PROPERTY on or before December 31, 2024.
- (4) The Declaration of Restrictive Covenants attached as Exhibit D.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
LORI BAGWELL, Mayor

STATE OF NEVADA )

CARSON CITY )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Lori Bagwell.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

Carson City District Attorney

By: \_\_\_\_\_

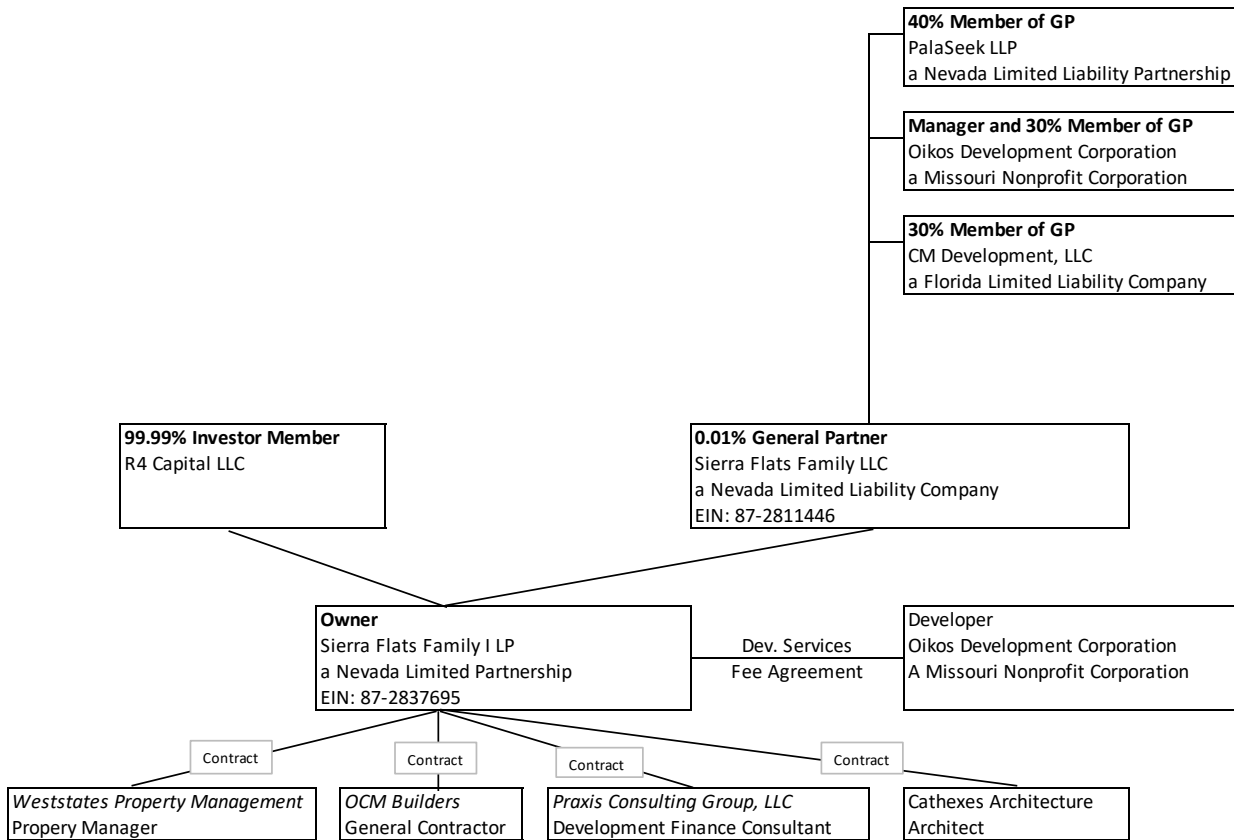
Date: \_\_\_\_\_

**EXHIBIT D**  
**DEVELOPMENT TEAM ORGANIZATION CHART**



**4% Sierra Flats Apartments  
Carson City, NV**

**Organizational Chart**  
(rev. 9.13.21)



Proposed Signature Block

Sierra Flats Family I LP, a Nevada limited partnership

By: Sierra Flats Family LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: Michael Snodgrass, Executive Director

**Doc # 539149**

Recorded 4/12/2023 2:21 PM  
Requested by CARSON CITY CLERK TO THE BOARD  
Carson City - NV  
William "Scott" Hoen Clerk - Recorder  
Pg 1 of 6 Fee: \$0.00  
Recorded By: CM

APN: 010-037-06

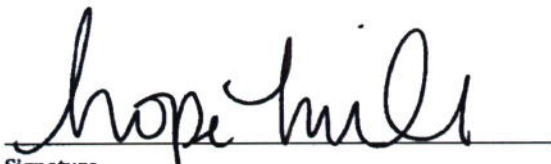
FOR RECORDER'S USE ONLY

**RESOLUTION NO. 2023-R-5**

Resolution regarding the conveyance, without consideration, of 3.41 acres for  
the development of affordable housing

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby  
submitted for recording does not contain personal information 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 personal information of a person or persons as required by  
law. State specific law: \_\_\_\_\_

  
Signature

**Hope Mills- Office Specialist**  
Print Name & Title

WHEN RECORDED MAIL TO:

**Carson City**  
**885 E. Musser Street, suite 1032**  
**Carson City, NV 89701**

**RESOLUTION NO. 2023-R-5****A RESOLUTION REGARDING THE CONVEYANCE, WITHOUT CONSIDERATION, OF 3.41 ACRES WITH APN 010-037-06 TO OIKOS DEVELOPMENT CORPORATION UNDER NRS 244.287 FOR THE DEVELOPMENT OF AFFORDABLE HOUSING**

**WHEREAS**, NRS 244.287 allows Carson City's Board of Supervisors ("Board") to convey City-owned land without consideration to a non-profit organization if the nonprofit organization demonstrates to the Board's satisfaction that it, or its assignee, will use the land to develop affordable housing;

**WHEREAS**, Carson City acquired 127.7 acres of land by donation from the State of Nevada through Chapter 503 of the 1959 Statutes of Nevada and a deed dated September 12, 1960 and recorded with the Ormsby County Recorder on September 13, 1960 as Document No. 34996 at Book 89, Page 158 ("1960 Deed");

**WHEREAS**, through the 1960 Deed, Carson City owned 7.81 acres of land that was previously designated as APN 010-037-04 ("Undivided Parcel");

**WHEREAS**, Parcel Map 3045 was recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022 ("Parcel Map 3045") and divided the Undivided Parcel into three parcels;

**WHEREAS**, Parcel 2 on Parcel Map 3045 is 3.41 acres, with APN 010-037-06, which is described and shown in Exhibit A ("Land");

**WHEREAS**, on March 16, 2023, the Board introduced Bill No. 107 on first reading, which is an ordinance to approve a development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats Family I LP for the conveyance of the Land to Oikos and the development of an affordable housing project on the Land ("Development Agreement");

**WHEREAS**, the Development Agreement requires that any conveyance to Oikos be subject to a Restrictive Covenant requiring, among other things, that the Land be used for affordable housing for a period of at least 51 years;

**WHEREAS**, on March 16, 2023, the Board also reviewed an application for Carson City to convey the Land to Oikos under NRS 244.287 for the development of an affordable housing project;

**WHEREAS**, Oikos is a tax-exempt non-profit organization under 26 U.S.C. § 501(c)(3);

**WHEREAS**, conveying to Oikos under NRS 244.287 does not violate any condition from the 1960 Deed;

**WHEREAS**, Carson City provided notice that a public hearing would be held on April 6, 2023 on the issue of Oikos' application by:

1. Publishing notice in the Nevada Appeal on March 22, 2023 and March 25, 2023;
2. Dispatching notice on March 23, 2023 via U.S. mail to all owners of record of real property within 300 feet of the Land;

- 3. Posting notice on large sign, visible from the street, on the Land on March 22, 2023; and
- 4. Posting notice on the City’s website and at the City’s Community Development Office, City Hall, Community Center, Library, and Courthouse, on March 22, 2023;

**WHEREAS**, at its April 6, 2023 meeting, the Board voted to adopt Bill No. 107 on second reading, thereby approving the Development Agreement; and

**WHEREAS**, the Board is satisfied that Oikos, or its assignee, will use the Land to develop affordable housing;

**NOW, THEREFORE**, the Board hereby resolves that:

- 1. It is in the best interest of Carson City and its residents that the Land be used to develop affordable housing;
- 2. Oikos’ application under NRS 244.287 to receive the Land, without consideration, for the development of an affordable housing project is approved; and
- 3. The Mayor is authorized to execute a deed conveying the Land to Oikos once conveyance is required by the terms of the Development Agreement.

Upon motion by Supervisor Stacey Giomi, seconded by Supervisor Lisa Schuette, the foregoing Resolution was passed and adopted this 6th day of April, 2023 by the following vote.

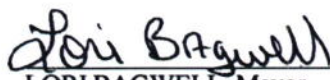
**VOTE:**



**AYES:** Supervisor Stacey Giomi  
 Supervisor Curtis Horton  
 Supervisor Lisa Schuette  
 Mayor Lori Bagwell

**NAYS:** Supervisor Maurice White

**ABSENT:** None

**ABSTAIN:** None

  
 \_\_\_\_\_  
 LORI BAGWELL, Mayor

  
 ATTEST:  
  
 \_\_\_\_\_  
 WILLIAM SCOTT HOEN, Clerk-Recorder

## **EXHIBIT A- Legal Description and Parcel Map 3045**

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

**THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:**

**PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS**









Doc # 534114  
 Recorded 7/20/22 8:57 AM  
 Requested by CC PLANNING  
 Carson City, NV  
 Aubrey Rowlatt, Clerk - Recorder  
 Recorded By: CM

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT CARSON CITY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THAT ALL EASEMENTS SHOWN HEREON ARE GRANTED FOR THE STATED PURPOSES. WE DECLARE THAT WE EXECUTE THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS/HER NAME. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

CARSON CITY  
 Lori Bagwell 7/19/22  
 MAYOR DATE  
 Lori Bagwell, MAYOR  
 (PRINT NAME/TITLE)  
 Aubrey Rowlatt 7/20/22  
 CLERK DATE  
 Aubrey Rowlatt/Clerk-Recorder  
 (PRINT NAME/TITLE)

**NOTARY CERTIFICATE**  
 STATE OF Nevada }  
 COUNTY OF Carson City } SS  
 THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,  
 ON THIS 19 DAY OF July, 2022.  
Lori Bagwell  
 OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC,  
 WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.  
 WITNESS MY HAND AND OFFICIAL SEAL.  
 Alexis Philippi  
 NOTARY PUBLIC  
 PRINT NAME

**NOTARY CERTIFICATE**  
 STATE OF Nevada }  
 COUNTY OF Carson City } SS  
 THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,  
 ON THIS 20<sup>th</sup> DAY OF JULY, 2022.  
Aubrey Rowlatt  
 OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC,  
 WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.  
 WITNESS MY HAND AND OFFICIAL SEAL.  
 Cassandra Jo Macias  
 NOTARY PUBLIC  
 PRINT NAME

**UTILITY COMPANIES CERTIFICATE**  
 THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

Chris Robinson 7/6/2022  
 SIERRA PACIFIC POWER COMPANY, DATE  
 D/B/A NV ENERGY  
 CHRIS ROBINSON RIGHT OF WAY AGENT

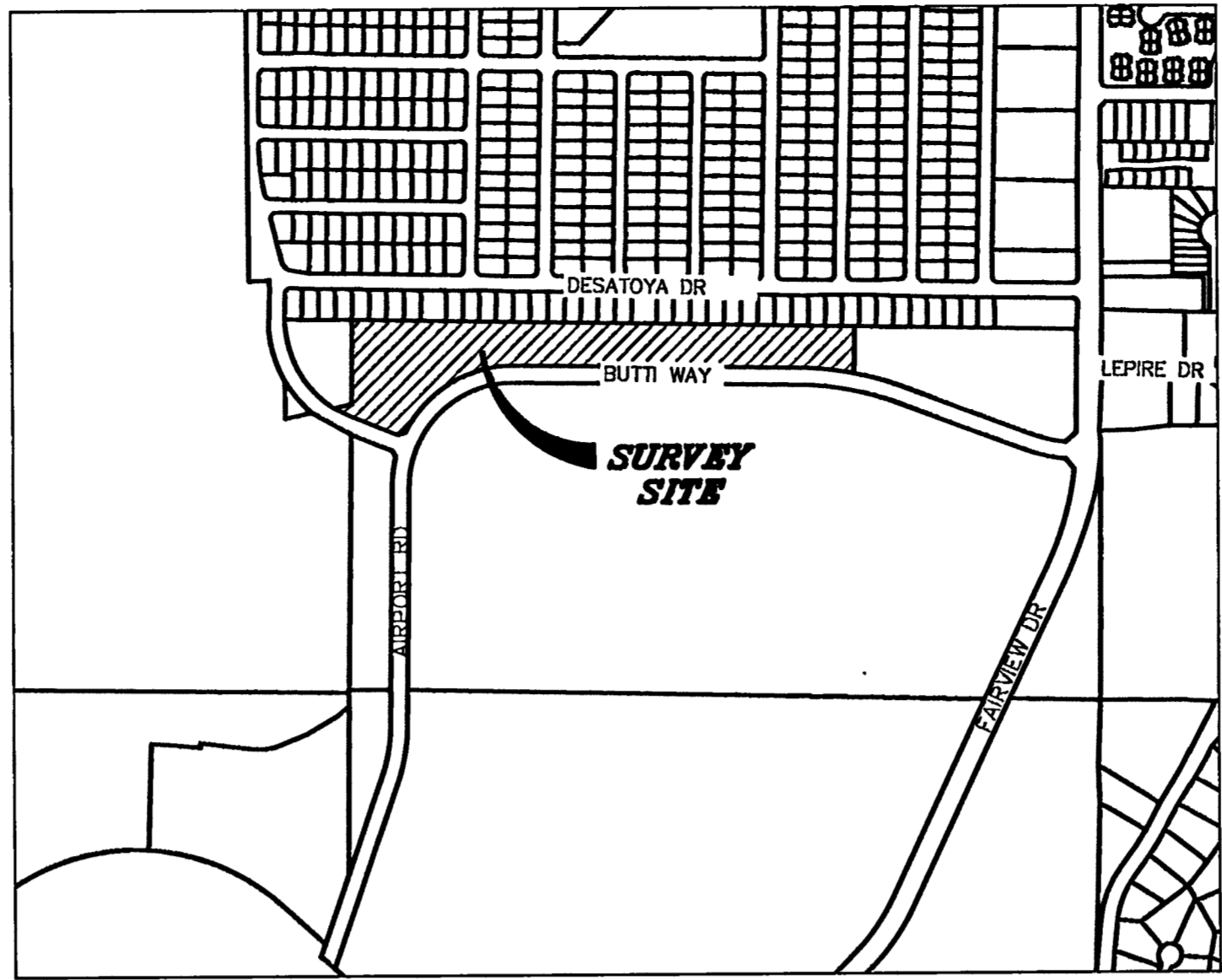
Armando Espino 7/5/22  
 CHARTER COMMUNICATIONS DATE  
 Armando Espino Manager

Stephen Pottey 7/18/2022  
 CARSON CITY UTILITIES DATE  
 STEPHEN POTTEY  
 SENIOR PROJECT MANAGER

Cliff Cooper 7/6/2022  
 NEVADA BELL TELEPHONE COMPANY DATE  
 D/B/A NEVADA AT&T  
 CLIFF COOPER MGR OSP PLANNER

**SOUTHWEST GAS CORPORATION CERTIFICATE**  
 A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

Clarence Ramsay 7/14/22  
 SOUTHWEST GAS CORPORATION DATE  
 Clarence Ramsay Eng Tech



VICINITY MAP  
 NOT TO SCALE

- NOTES**
1. PUBLIC UTILITY EASEMENTS GRANTED INCLUDE USE BY CABLE TELEVISION COMPANIES.
  2. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
  3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
  4. THERE ARE NO APPARENT WELLS OR SEPTIC SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE SURVEY.
  5. THIS PARCEL MAP LOT CONFIGURATION CONFORMS TO THE CARSON CITY MUNICIPAL CODE PURSUANT TO CCMC 18.04.190 AND 18.04.195.
  6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC REGIONAL (PR).
  7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 1987-25.
  8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHADED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE INSURANCE MAP (FIRM) PANEL 3200010111H EFFECTIVE JUNE 19, 2019.
  9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH COINCIDENT WITH EXTERIOR BOUNDARIES, AND 10 FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
  10. AS THE PARCELS DEVELOP, EACH INDIVIDUAL LAND OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPMENT'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TURF AREAS ASSOCIATED WITH EACH PARCEL.
  11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

**TITLE COMPANY CERTIFICATE**  
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE RECORD OWNER OF SAID LAND, AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS/IF SHOWN BELOW:

Nicole Howell 7/1/2022  
 Nicole Howell State Escrow Manager DATE File # 2424079  
 (PRINT NAME/TITLE)

**TOTAL AREA**  
 7.82 A.C. ±

**CITY ENGINEERS'S APPROVAL**

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO PARCEL MAP PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Randall Rice 7.18.22  
 RANDALL RICE, P.E. DATE  
 CARSON CITY ENGINEER

**PARCEL MAP REVIEW COMMITTEE**

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2022-0109) REVIEWED AND APPROVED ON APRIL 6, 2022 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

Hope Sullivan July 15, 2022  
 CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT DATE  
 HOPE SULLIVAN AICP, COMMUNITY DEVELOPMENT DIRECTOR

**TREASURERS CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, APN 010-037-04, FOR THE FISCAL YEAR HAVE BEEN PAID.

CARSON CITY TREASURER  
 APN: 010-037-04  
Jason V. Mandel July 15, 2022  
 TREASURER DATE

**SURVEYOR'S CERTIFICATE**

- I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
  2. THE LANDS SURVEYED LIE WITHIN BEING A PORTION OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
  3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
  4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

LEE H. SMITHSON P.L.S.  
 NEVADA CERTIFICATE NO. 5097



**RECORDER'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 20<sup>th</sup> DAY OF JULY, 2022  
 AT 27 MINUTES PAST 8 O'CLOCK A.M.  
 IN THE OFFICIAL RECORDS OF CITY OF CARSON, NEVADA.

RECORDING FEE: 0  
 BOOK: 11  
 PAGE: 3045  
 FILE NO: 534114

Aubrey Rowlatt  
 COUNTY RECORDER - Aubrey Rowlatt  
 BY: Cassandra Macias

PM-2022-0195

PARCEL MAP FOR  
**CARSON CITY**  
 BEING A PORTION OF THE NORTH 1/2  
 OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST  
 M.D.M.

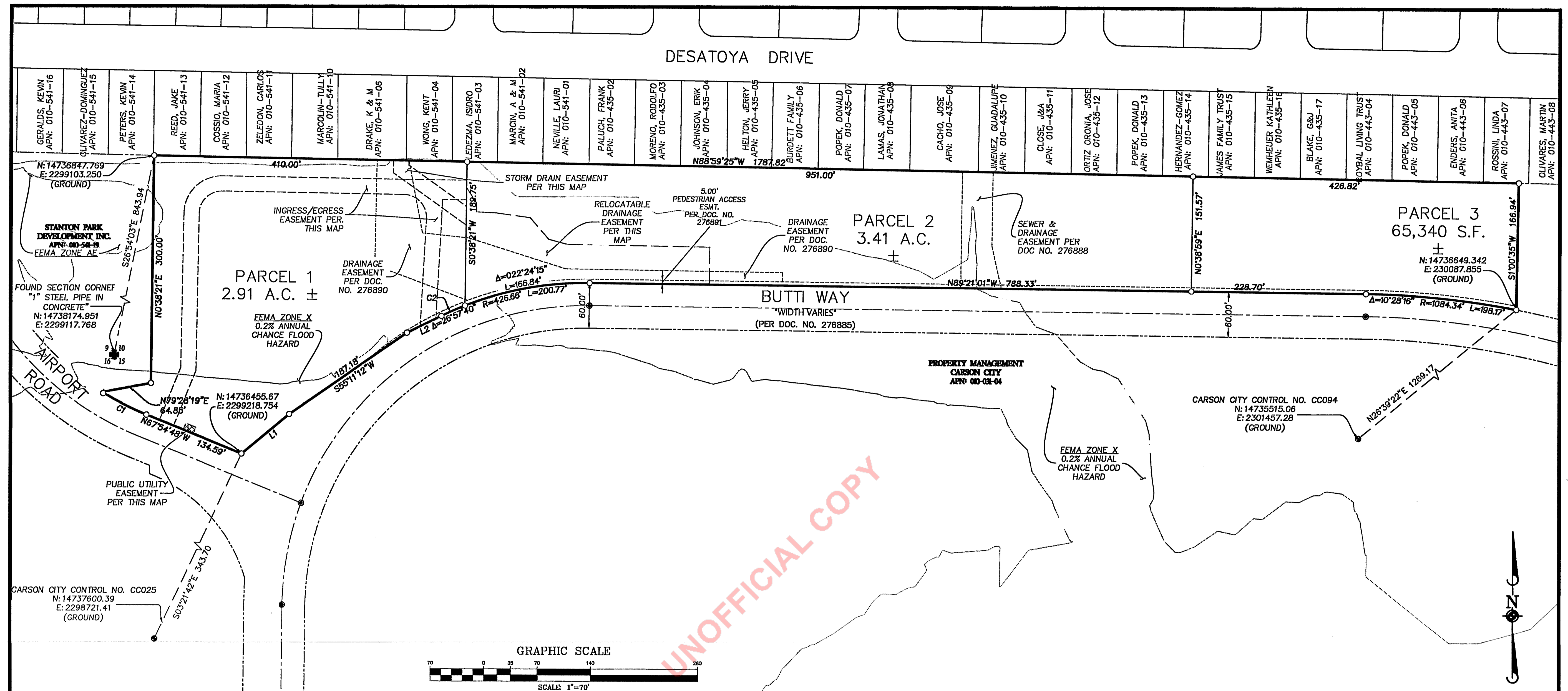
CARSON CITY NEVADA

**Manhard CONSULTING LTD**

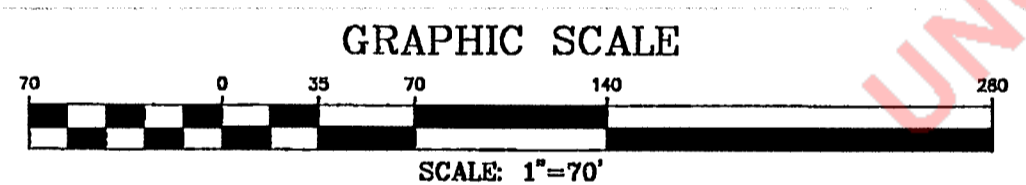
241 Ridge Street, Suite 400, Reno, NV 89501 ph: 775-749-9500 fax: 775-749-9500 manhard.com  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY: HFF  
 DATE: MARCH 2022  
 PROJ. CODE: CAARENV01  
 PROJ. #: ##  
 SHEET 1 OF 2





UNOFFICIAL COPY



**BASIS OF BEARINGS**

BASIS OF BEARINGS: GRID NORTH, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS OF THE 2010 CARSON CITY CONTROL NETWORK CONTROL POINT NUMBERS BEING CC024, & CC025 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010, AS FILE NO. 403435 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA.

**TOTAL AREA**  
7.82 A.C. ±

- REFERENCES**
- RECORD OF SURVEY NO. 2784 "BUTTI WAY & AIRPORT ROAD" RECORDED AS FILE NO. 729214 OFFICIAL RECORDS CARSON CITY, NEVADA.
  - PUBLIC ROADWAY DEDICATION DOCUMENT RECORDED AS DOCUMENT NUMBER 276885, OFFICIAL RECORDS CARSON CITY, NEVADA.
  - RECORD OF SURVEY RECORDED MAY 5, 2002 AS MAP NUMBER 2454, FILE NUMBER 278917 IN THE OFFICIAL RECORDS CARSON CITY, NEVADA.

- LEGEND**
- EX. PROPERTY LINE
  - - - EX. EASEMENT LINE
  - - - EX. RIGHT OF WAY LINE
  - - - EX. CENTERLINE OF ROADWAY
  - - - EX. FLOOD ZONE LINE
  - APN = ASSESSORS PARCEL NUMBER
  - DOC. NO. = DOCUMENT NUMBER

- MONUMENT LEGEND**
- = CARSON CITY CONTROL MONUMENT AS NOTED
  - = FOUND MONUMENT AS NOTED
  - = FOUND CENTERLINE WELL MONUMENT
  - = SET NO. 5 REBAR AND CAP STAMPED "PLS 5097"

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S50°08'29"W	81.25'
L2	S63°41'20"W	50.52'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C1	10°05'12"	370.00'	65.14'
C2	4°33'25"	426.66'	33.93'

Lee H. Smithson  
7/16/2022

PM-2022-0195

PARCEL MAP FOR  
**CARSON CITY**  
BEING A PORTION OF THE NORTH 1/2  
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST  
M.D.M.  
NEVADA

**Manhard CONSULTING LTD**

DRAWN BY: HHF  
DATE: MARCH 2022  
PROJ. CODE: CAAREN001  
SHEET 2 OF 2

PARCEL MAP 3045-A