

**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

By and between

**CITY OF RENO**, a municipal corporation

(the "City")

and

**RENO REAL ESTATE DEVELOPMENT, LLC** and

**RENO PROPERTY MANAGER, LLC**

(together, the "Master Developer")

Dated as of October 19, 2021

**EXHIBITS:**

Exhibit A-1	Property Description
Exhibit A-2	Property Map
Exhibit B	Assessor's Maps
Exhibit C	District Map
Exhibit D	Streetlights
Exhibit E	Existing Pedestrian Amenities
Exhibit F	Existing Sewer Connection Fee Credits
Exhibit G	Pedestrian Walkway Concept Plan
Exhibit H	Proposed Area Identification Signs Location and Design

**Art. 1 PARTIES AND DEFINITIONS.**

**§1.01 Parties and Property.**

THIS AGREEMENT is by and between and involves the following properties:

a.	<b>Master Developer</b>	Reno Real Estate Development, LLC, a Delaware limited liability company  and  Reno Property Manager, LLC, a Delaware limited liability company  (together, “ <b>Master Developer</b> ”)  Authorized Agent: Jeff Jacobs or assignee
b.	<b>City</b>	City of Reno, a municipal corporation One East First Street P.O. Box 1900 Reno, Nevada 89509  Authorized Agent: City Manager
c.	<b>Property/ APN</b>	See Exhibit “A”
d.	<b>Project</b>	A mixed-used, entertainment district that the Master Developer is calling Reno’s Neon Line District in downtown Reno, Nevada.
e.	<b>Effective Date</b>	The date this Agreement is recorded with the Washoe County Recorder’s Office.

**Art. 2 RENO’S NEON LINE DISTRICT: FILING REQUIREMENTS (RMC 18.08.805(e))**

**§2.01 Legal Description and Assessor’s Maps**

a. The Master Developer owns or controls the properties listed on **Exhibit “A-1”** (the “**Property**”). A map of the Property is attached as **Exhibit “A-2”**. The most recent assessor's maps with the Property highlighted is attached as **Exhibit “B”**.

**§2.02**            *Description of the proposed development, and statement of objectives and reasons for the request*

a.            Reno's Neon Line District (the "**District**") is anticipated to be a dynamic, mixed-use entertainment district located within an area bounded by Keystone Street to the west, I-80 to the north, West Street to the east, and West Second Street to the south in downtown Reno, Nevada. A map of the District is attached as **Exhibit "C"**.

Master Developer represents that it has invested over \$150 million into the District, including the acquisition of over seventy properties including the Sands Regency Casino Hotel, Gold Dust West, Renova Flats, the historic Nystrom House, and the Chapel of the Bells. The District will include the construction of 2,000-3,000 residential units, the expansion, renovation, and rebranding of the Sands Regency Casino Hotel, world class artwork from both local and international artists, and an array of other commercial, retail, plaza, green space, convention and entertainment venues. Reno's Neon Line District will become a new world class entertainment and modern residential district located in downtown Reno.

The Sands Regency Casino Hotel is a resort hotel located in the southwest quadrant of the Arlington Avenue and West Fourth Street intersection (the "**Sands**"). The Sands currently consists of 847 hotel rooms located in three towers - the North, South and West Towers. The Master Developer proposes to expand and remodel the Sands including expansion of the gaming areas and adding a spa, pool area, food and beverage venues, banquet kitchens, conference spaces, showroom ballrooms, vestibule and a parking garage.

b.            The reason for this Agreement is to secure certain financial incentives and regulatory adjustments for the Master Developer on Property within the District and associated construction of the Project.

**§2.03**            *Duration of Agreement*

a.            This Agreement shall expire twenty (20) years from the Effective Date, or at an earlier date in the event of an uncured default, termination, or cancellation of this Agreement. The Master Developer shall have the right to seek approval from the City Council to extend or modify this Agreement, consistent with notice and public hearing provisions in effect at the time that such extension may be sought. The City has no obligation to approve any extension request.

**Art. 3 RENO’S NEON LINE DISTRICT: CONTENTS  
(RMC 18.08.805(e))**

**§3.01 *Permitted Uses on the Property; Density and Intensity; Maximum Size and Height***

a. The Property is located within the current boundaries of the Mixed-Use Downtown Northwest Quadrant (“MD-NWQ”) and Mixed-Use Downtown Entertainment (“MD-ED”) Zoning Districts. The permitted uses on the Property are those uses that are allowed in the applicable Zoning Districts at the time of permit application; except that Real Estate Sales Offices shall be permitted as a temporary use within the District, and any maximum intensity, density, or building height requirement for temporary structures shall be replaced with maximum intensity, density, and requirements for permanent structures.

**§3.02 *Laws, ordinances, codes, resolutions, regulations, design and improvement standards***

a. Streetlights. The standard for streetlights on the north and south sides of West Fourth Street between Keystone Avenue to the west and West Street to the east shall be consistent with the conceptual design shown on **Exhibit “D”**. The streetlights may be provided and installed by the Master Developer or its assignee (e.g., the Regional Transportation Commission of Washoe County pursuant to the RTC Capital Improvements Plan, 6<sup>th</sup> Edition).

b. Pedestrian Amenities. RMC Section 18.04.1003(a)(6) requires pedestrian amenities exceeding minimum code standards in an amount equal to one percent of the entire project's costs exclusive of land and financing for buildings.

The Master Developer has constructed and installed art installations and associated amenities (“**Existing Pedestrian Amenities**”) to identify Reno’s Neon Line along the south side of West Fourth Street. The cost of qualifying improvements and the cost of future qualifying improvements on the Property shall count toward the pedestrian amenities requirement for any development that occurs on the Property. The Master Developer has identified \$2,327,534.18 in expenses that may qualify as Existing Pedestrian Amenities as shown on **Exhibit “E”**, attached hereto, and incorporated herein by reference.

To administer these Existing Pedestrian Amenities credits, the Master Developer shall document the location, design, and itemized cost of their proposed Existing Pedestrian Amenities - along with supporting documentation for all costs - within six months following the Effective Date. Credits that have been used (if any) shall also be identified on the list. Such information shall be reviewed by City staff for form and for conformance with RMC Section 18.04.1003(a)(6). The

resulting list of qualifying Existing Pedestrian Amenities shall be set forth in **Exhibit “E”**, which shall be attached to and incorporated herein by reference and will replace the existing **Exhibit “E”** upon approval by City staff. Such costs shall operate as a credit to the Master Developer against the pedestrian amenity requirement set forth in RMC Section 18.04.1003(a)(6) and shall expire upon expiration or termination of this Agreement. Master Developer may transfer credits to other developers who are constructing developments on the Property.

Some of the Existing Pedestrian Amenities may be discontinued or relocated. Amenities identified on **Exhibit “E”** shall not be removed without qualifying replacements being approved by the City.

The Master Developer shall maintain and update **Exhibit “E”** for the duration of this Agreement. Proposed updates to **Exhibit “E”** shall be submitted with any application proposing to use the Existing Pedestrian Amenity credits.

c. Sewer Connection Fee Credit Policy. RMC Section 12.16.155 outlines provisions for Sewer Connection Fee credits. In general, credits toward sewer connection fees are granted (capacity permitting) for redevelopment on a site or on an adjacent property that is under common ownership and in the same collection system. Credits expire five years following the date a structure was demolished or destroyed.

The Master Developer demolished numerous motels and residential structures within the District and accumulated a considerable number of sewer connection fee credits with expiration dates beginning in 2022 (“**Existing Sewer Connection Fee Credits**”). The Master Developer has identified \$1,568,261 in credits that may qualify as Existing Sewer Connection Fee Credits, as listed in **Exhibit “F”**, attached hereto, and incorporated herein by reference.

To administer Existing Sewer Connection Fee Credits, the Master Developer shall review the information in **Exhibit “F”**, address outstanding questions about the proposed credits, and submit a verified list of Existing Sewer Connection Fee Credits within six months following the Effective Date. Such information shall be reviewed by City staff for form and for conformance with RMC Section 18.16.155, as modified by this Development Agreement. The resulting list of qualifying Existing Sewer Connection Fee Credits shall be set forth in **Exhibit “F”**, which shall be attached hereto, and incorporated herein by reference and will replace the existing Exhibit “F” upon approval by City staff. Existing Sewer Connection Fee Credits may not exceed \$1,568,261 in total value for the properties listed on **Exhibit “F”**.

The Master Developer shall maintain and update **Exhibit “F”** for the duration of this Agreement. Proposed updates to **Exhibit “F”** shall be submitted with any application proposing to use any Existing Sewer Connection Fee Credits.

The Existing Sewer Connection Fee Credits may be used for any development that occurs on the Property regardless of proximity to the demolished structure or the relationship between owners. Existing Sewer Connection Fee Credits shall expire on the date that is greater from 5 years from the date of demolition or 5 years from the effective date of this Agreement. The Master Developer may transfer the Existing Sewer Connection Fee Credits to other developers who are constructing developments on the Property, which transferred credits remain subject to the expiration schedule.

d. Pedestrian Walkway. RMC Title 18 and RMC Appendix B – Skyway Design Guidelines outline a framework for the review of pedestrian walkway proposals in Reno.

The Master Developer’s large scale Project concept anticipates construction of a pedestrian walkway (the “**Pedestrian Walkway**”) to connect the Sands with the proposed buildings located on the block south of ReTRAC bounded by Arlington to the east, West Second Street to the south and Ralston Street to the west. The approximate location of the Pedestrian Walkway is located on **Exhibit “G”**. The Master Developer acknowledges that the Pedestrian Walkway will require the approval of a discretionary conditional use permit by the City Council. Review of a skyway application shall be subject to applicable standards in place at the time of application.

e. Area Identification Signage. RMC Chapter 18.09, Article 4 provides definitions for types of signs, including Area Identification Signs:

*A permanent, decorative sign used to identify a neighborhood, subdivision, commercial or office complex, industrial district or similar distinct area of the community.*

An area identification sign is not regulated as an “off-premises advertising display” or “billboard”.

The Master Developer intends to propose three (3) area identification signs to identify the District as shown on **Exhibit “H”** (the “**Area Identification Signs**”). Area identification sign applications shall be subject to applicable standards in place at the time of application, as modified by this Development Agreement. One sign is proposed as an archway sign located on West Fourth Street between Keystone Avenue to the west and Vine Street to the east, with support structures located on APN 006-224-06 and in the public right of way (the “**Archway Sign**”). The location and proposed design for the Archway Sign are shown with more particularity on **Exhibit “H”** as “AC-1”.

The Archway Sign location and design shall be generally consistent with design standards for on-premises signs in the Gaming Overlay District. The City may provide design flexibility to the extent that on-premises design standards would be unfeasible or undesirable for the Archway Sign. Sign design and roadway clearances shall be coordinated and approved by the City Engineer and Regional Transportation Commission staff.

The other proposed locations and designs of the Area Identification Signs, and additional signs not described in this Agreement, shall be subject to applicable standards in place at the time of application.

Prior to construction, the Master Developer shall establish mechanisms to privately fund the maintenance, repair, and operational costs of the Area Identification Signs in perpetuity.

f. Street Closures. The Master Developer desires to temporarily close West Third Street between Arlington Street and Vine Street when construction occurs within the District. The Master Developer may request temporary closures with requests submitted to the City Engineer no less than sixty (60) days prior to the requested closure. Requests shall include traffic control and detour plans to minimize the duration and impact of public road disruptions. Once the planned Cycle Track is constructed, detour plans shall include a direct and protected detour for the Cycle Track.

The Master Developer desires to close portions of West Fourth Street between West Street and Keystone Avenue for a maximum of thirty (30) days per year in order to provide special events. The Master Developer may request temporary closures with requests submitted to the City Engineer no less than sixty (60) days prior to the requested closure. Requests shall include traffic control and detour plans to minimize the duration and impact of public road disruptions. Regional Transportation Commission transit service shall be addressed in the traffic control and detour plans.

The City shall endeavor in good faith to accommodate periods of street closure to facilitate construction and special events but is not obligated to approve future street closure requests.

g. Fee Deferral. For residential building permit applications on the Property submitted in the period extending from the Effective Date of this Agreement to ten (10) years following the Effective Date, the City agrees to defer collection in full (interest free) of the following fees, including, but not limited to, deferring the following fees until the 5<sup>th</sup> anniversary date after the issuance of a Certificate of Occupancy, provided that 1/5<sup>th</sup> of Fees are paid on each anniversary date prior thereto and a promissory note and lien is executed for the entire amount of the deferred fees:

(i) Sewer Connection Fees. The Sewer Connection Fees set forth in Reno Municipal Code (RMC) 12.16.290, as may be amended from time to time.

(ii) Building Permit Fees. Pursuant to NRS 278.580(2), the City of Reno has adopted a schedule of fees for the issuance of building permits, as may be amended from time to time. Not all building permit fees are eligible. Fees such as Police Facility Impact Fees (PFIF), Regional Road Impact Fees (RRIF), and others are not eligible for deferral. The City shall review

all building permits with the Master Developer or other developers to itemize eligible building permit fees.

No more than \$1,500,000 in fees may be held in deferral at any given time in accordance with this Agreement.

To maintain the validity of fee deferrals, construction shall commence within 18 months of building permit issuance and Certificates of Occupancy shall be issued within 42 months of building permit issuance.

h. Residential Construction Tax. RMC Section 18.04.1204 requires that permits for residential dwelling units be subject to a payment equal to one percent to the nearest dollar of the value or valuation, or \$1,000.00, whichever is less.

The City and Master Developer agree that residential construction tax that is collected for the construction of any residential unit on the Property should be expended for the establishment or expansion of neighborhood parks, improvements, and facilities within the District. Within the first five years following the Effective Date of this Development Agreement, the Master Developer may propose expenditures and improvements for Residential Construction Tax to be located on Property to be provided by the Master Developer or alternative property owner, without compensation, for public use. Expenditures shall be consistent with RMC Section 18.04.1204 and with NRS 278.497 through 278.4987. The City shall endeavor in good faith to approve facilities that are proposed consistent with this section but is not obligated to approve specific park facilities or improvements that may be proposed by the Master Developer.

i. Sustainability. New construction on the Property shall strive to apply the design principles for sustainable development from the Reimagine Reno Master Plan (“**Master Plan**”) where feasible. Sustainability efforts should specifically seek to further the following Master Plan policies: SD.1 (preserve natural features), SD.4 (tree preservation), SD.8 (urban heat island effect mitigation), SD.12 (stormwater management), SD.13 (stormwater infrastructure), SD.17 (avoid usage of invasive and noxious plant species), SD.18 (adaptive use of historic and cultural resources), SD.23 (energy efficiency), SD.25 (usage of building materials that sustainably sourced, recycled, or reused), SD.27 (daylighting as source of interior lighting), SD.28 (provide electric vehicle charging stations), SD.29 (provide bicycle parking and/or storage), and SD.30 (incorporate pedestrian and bicycle connections).

Projects shall provide electric vehicle charging station(s) with dedicated 40-amp, 208/240-volt dedicated branch circuits. At a minimum, projects shall provide one (1) charging station for every fifty (50) parking spaces, with a minimum of one space provided on each project that has ten (10) or more parking spaces.

j. Historic Preservation. Prior to approval of any demolition permit on Property subject to this Agreement, the Master Developer (or alternative property owner) shall seek to preserve or relocate valued historic resources to be demolished. If preservation or relocation is not

feasible, historic resource documentation shall be completed to City standards that are in place at the time of application.

k. Public Safety. Development on the Property subject to this Development Agreement shall participate in impact fee programs, or alternative funding programs, for Police and/or Fire services that are applicable at the time of permit application.

## **Art. 4 REVIEW OF DEVELOPMENT**

### **§4.01 *Frequency of Review***

Developer shall appear before the City Council to review Developer's compliance with the terms of this Agreement pursuant to NRS 278.0205. The Parties agree that the first review shall occur no later than twelve (12) months after the Effective Date of this Agreement, and Developer shall provide an updated report every twenty-four (24) months on the anniversary date of that first review thereafter, unless sooner requested by City upon thirty (30) days' written notice to Developer.

For any such review, Developer shall provide, and City shall review, a report submitted by Developer documenting the extent of Developer's and City's material compliance with the terms of this Agreement during the preceding reporting period. The report shall contain information regarding the progress of the Project, including without limitation, the status of development within the Project and the anticipated phases of development for the next two calendar years.

In the event Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Developer shall be in default of this provision, and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Developer for its reasonable expenses and fees incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review may, at the request of either Party, be continued to afford reasonable time for response.

### **§4.02 *Opportunity to be Heard***

The report required by this Section shall be considered solely by the City Council. Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement.

**§4.03**            *Action by the City Council*

At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205, NRS 278.02053 and/or this Agreement.

**Art. 5**            **DEFAULT AND REMEDIES**

**§5.01**            *Excuse due to Force Majeure.*

a.            Except as provided elsewhere herein, if an event of force majeure makes performance of an obligation or cure of a breach or default impossible, such performance or cure is deferred for the duration of the event of force majeure provided that the obligated party (i) within a reasonable time after the commencement of the force majeure notifies the other party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other party immediately when it becomes possible to commence efforts to cure the default.

b.            An event of force majeure is defined as (i) without the fault of and beyond the reasonable control of the obligated party, a war; insurrection; riot; flood; earthquake; fire; casualty; act of God; act of a public enemy; quarantine restriction or other effect of epidemic or disease; freight embargo; delay caused by unusually severe or extreme weather; lack of transportation attributable to any of these; or (ii) labor strikes, boycotts or picketing (unless the labor action is taken because of an alleged violation of the prevailing wage provisions in this Agreement, if any); (iii) provided, however, that if the breach or default is the failure to pay money, the force majeure must actually prevent access to or payment from a bank account or payment mechanism, such as during a banking holiday, moratorium, or sabotage of wire or automated transfer systems. A force majeure does not include general economic or market conditions, or the financial condition of a party even if they are influenced by any of the foregoing.

c.            A force majeure is deemed to cease for purposes of this Agreement and a party is deemed to be in breach of an obligation or cure on the earlier of (i) five business days after it becomes possible for the obligated party to commence to perform the obligation or cure and the obligated party fails to so commence the obligation to perform or cure, or (ii) one year from the commencement of the event of force majeure.

**§5.02**            *Default.*

a.            A party shall be in default hereunder in any of the following events or circumstances (subject to force majeure and notice and opportunity to cure if specified):

(i) Within the first 12 months of the Effective Date of this Agreement, Developer fails to submit a building permit for a 63-unit condominium to be built within the District.

(ii) The party repudiates, breaches, or fails to promptly and fully perform any covenant, condition or agreement contained in this Agreement (subject to force majeure and notice and opportunity to cure).

(iii) Any representation of a material fact expressed herein was false at the time it was made, or, if a continuing representation becomes false as a result of a subsequent event or occurrence; or any warranty made herein is breached at the time made or, if a continuing warranty, is breached as a result of a subsequent event or occurrence (subject to force majeure and notice and opportunity to cure).

(iv) A party attempts to rescind this Agreement in bad faith or when a material failure of a condition precedent to the party's obligations hereunder has not occurred (subject to force majeure and notice and opportunity to cure).

(v) An event required to occur does not occur by the time required due to the lack of diligence or fault of a party (subject to force majeure and notice and opportunity to cure).

(vi) A party makes an assignment for the benefit of creditors or files or suffers the involuntary filing of a petition for appointment of a receiver, or for relief under the U.S. Bankruptcy Code or any federal or state law that provides relief to debtors from creditors and such petition is not rescinded or resolved within sixty (60) days from the date of filing (not subject to force majeure and notice and opportunity to cure).

(vii) Any interest in the Project or any improvements on the Project, or any right to receive funds under the Project become an asset in a receivership or bankruptcy estate or become the subject of any proceedings (a) relating to prejudgment attachment of assets, (b) a judgment lien, (c) a mechanics lien or any claim for payment of amounts owed for the provision of services or materials to the Property or any Improvements thereon; (d) any execution proceedings for the enforcement of judgments; (e) any foreclosure or enforcement of a security interest; (f) any forfeiture action; or (g) any other action where a party may lose possession thereof (subject to force majeure and notice and opportunity to cure).

(viii) Any other circumstance or event constituting a breach of this Agreement (subject to force majeure and notice and opportunity to cure unless otherwise specified).

**§5.03            *Notice and Opportunity to Cure; Remedies.***

For those events or circumstances of default listed above which are expressly subject to the notice and cure, and unless otherwise specified in this Agreement, the party intending to declare a default shall first provide written notice in accordance with §7.06 to the defaulting party of such event or circumstance and the specific action required to cure it and the defaulting party shall have thirty (30) days from the date that the notice is deemed given to cure the default. If a party has commenced to and diligently pursues to cure the default, one or more extensions in time may be granted which may be revoked without advance notice if the defaulting party abandons the attempt to cure or if cure becomes impossible.

If the material default is corrected, then no default shall exist, and the noticing Party shall take no further action. If the material default is not corrected within the relevant cure period, the defaulting Party is in default, and the Party alleging material default may elect any one or more of the following courses:

a.        Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Developer to correct the alleged material default, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material default has occurred by Developer and remains uncured, City may amend or terminate this Agreement. Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section.

b.        Termination by Developer. In the event City materially defaults under this Agreement, Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy.

**§5.04            *Limitation on Monetary Damages***

The Parties agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the Parties (or their permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person or entity for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

**§5.05**            *Attorney Fees and Costs.*

Each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceedings brought to enforce or interpret this Agreement. In no event shall any prevailing Party in such a legal proceeding be entitled to an award of attorney's fees.

**§5.06**            *Venue and Applicable Laws*

Jurisdiction for judicial review under this Agreement shall rest exclusively with the Second Judicial District Court, County of Washoe, State of Nevada or the United States District Court, District of Nevada. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

**Art. 6**            **AMENDMENT OR CANCELLATION**

**§6.01**            *Mutual Consent*

a.        This Agreement may be amended by mutual consent of the parties or their successors in interest under the same process as it was entered into.

b.        This Agreement may be amended or cancelled unilaterally by the City pursuant to the laws and procedures set forth in NRS 278.0205 and NRS 278.02053, as may be amended from time to time.

c.        If the Agreement is cancelled pursuant to § 6.01(b), neither the City nor the Master Developer shall have any further rights against or liability to the other under this Agreement.

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

**§7.01**            *Warranties of Authority and Valid Obligation.*

a.        Each party who signs this Agreement represents and warrants that he/she has obtained all necessary approvals and has actual authority to execute this Agreement with the effect of binding his/her principal.

b.        Each party represents and warrants to the other that it is duly organized and in good standing and authorized to do business in Nevada with full power and authority to enter into, deliver and perform this agreement and that this agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms.

**§7.02            *Time Frames and Deadlines.***

The parties agree to accomplish the actions within the time frames or deadlines stated herein. Time is of the essence in the performance of the obligations in this Agreement. Unless otherwise specified: (i) the term “days” means calendar days; (ii) the term “business days” means days that both parties are open for business –generally 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 of the recipient of the performance; and (iv) performance is due by 5 p.m. on the day of deadline.

**§7.03            *Assignment, Binding Effect.***

Neither party may sell, assign or transfer any of its rights or obligations under this Agreement without the express written consent of the other Party, which may refuse consent for any reason in its sole discretion. Subject to the foregoing, this Agreement shall be binding on the heirs, successors, trustees, representatives and permitted assigns of the parties.

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

a. Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement 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 City Council of the City of Reno 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 it provided, however, that decisions are not procured by fraud or bribery, or are arbitrary, capricious or an abuse of discretion.

c. Each party agrees to take all reasonable actions and enter into, execute and deliver all documents reasonably required by the other party to document and carry out the terms of this Agreement. This provision survives the termination of this Agreement.

d. Termination For Non-Appropriation. Pursuant and subject to NRS 354.626, any of City’s obligations herein that would require City to expend any money or incur any liability in excess of amounts appropriated for that function or obligation are subject to annual appropriations by the City Council in its sole discretion, and the obligation shall terminate as of the first day of any fiscal year for which funds have not been appropriated in an amount sufficient to pay for the obligation. Upon such termination, City shall not be obligated to make any further expenditures hereunder with respect to the fiscal year commencing on or after the termination date.

**§7.05            *Indemnity; Hold Harmless***

Except as expressly provided in this Agreement, Developer shall hold City, its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of Developer or those contractors, subcontractors, agents, employees or other persons acting on Developer's behalf that relate to the development of the Project. Developer agrees to and shall defend City and its officers, agents, employees and representatives from actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the development of the Project other than any challenges by Developer to the validity of this Agreement or City's approval of related entitlements. Except as set forth in Section 3.02(e), the Parties agree to equally pay all costs for a defense in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement but shall each bear the Parties' own attorney's fees in such action. The provisions of this Section shall not apply to the extent such damage, liability or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees or representatives. This Section shall survive any termination of this Agreement.

**§7.06 Notices.**

Each notice, consent, request, or other communication required or permitted hereunder must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested) by email (with electronic confirmation of receipt), or by recognized international courier, and addressed as specified below. Notice is deemed received by the other party (i) when actually received if sent by first class mail or personally delivered, or (ii) three business days after the date of mailing if delivered by certified or registered mail; (iii) on the date of transmission if delivered by email; or (iv) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Notices by mail or personal delivery shall be addressed as follows:

To City: City of Reno  
Attn: City Manager  
1 E. 1<sup>st</sup> Street  
Reno, Nevada 89501

To Developer: Reno Real Estate Development, LLC  
c/o Jacobs Entertainment, Inc.  
17301 W. Colfax Ave., Ste 250  
Golden, Colorado 80401

And Reno Property Manager, LLC  
c/o JI Gaming Real Estate Fund Management, LLC  
11770 US Highway One, Ste 600  
North Palm Beach, Florida 33408

**§7.07            *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 provision shall be deemed, from the very beginning, to have been modified to the extent to bring it within the limits of validity or enforceability, so long as it is reasonably consistent with the Parties' intent. If, however, such offending provision cannot be so modified, then it shall be severed from this agreement. In either event (modification or severance), all remaining words, phrases, clauses and provisions herein remain fully enforceable.

**§7.08            *Relationship of Parties***

It is understood and agreed that the contractual relationship between City and Developer is such that Develop is not an agent of City for any purpose and City is not an agent of Developer for any purpose. Nothing contained in this Agreement shall be construed as creating a joint venture or partnership.

**§7.09            *Interpretation of this Agreement.***

Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. 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 Agreement or the attachments. Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. 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 Agreement or any provision herein.

**§7.10            *Entire Agreement; Signature in counterparts.***

a.        This Agreement may be executed in counterparts and shall be effective on the last date it is duly executed by all Parties. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

b. The Parties agree that this Agreement, together with its attachments, 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 Agreement.

**§7.11 Waiver**

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Developer or approved by the City Council, as the case may be. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy and shall not be construed as in any manner estopping any party from enforcing in full the provisions hereof. A waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. A party's acceptance of partial performance shall not be deemed to be an accord and satisfaction or a waiver of or change to any term, covenant or condition of this Agreement.

**§7.12 Recording; Amendments**

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing, signed by the appropriate officers of City and Developer in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion shall be signed by the appropriate officers of the City and Developer and shall be recorded in the Official Records of Washoe County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Developer and shall be recorded in the Official Records of Washoe County, Nevada.

*[End of Agreement – Signature Pages Follow]*

**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**Counterpart Signature Page**

**Master Developer :**

**Reno Real Estate Development, LLC, a Delaware limited liability company**

By: [Signature]  
Name: Brett A. Kramer  
Its: CFO  
Date: 10/18/2022

Colorado  
State of ~~Nevada~~ )  
County of ~~Washoe~~ )  
Jefferson

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on 10/18/2022 by Brett Kramer as CFO of **Reno Real Estate Development, LLC, a Delaware limited liability company**

[Signature]  
Notary Public



**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**Counterpart Signature Page**

**Master Developer :**

**Reno Property Manager, LLC, a Delaware limited liability company**

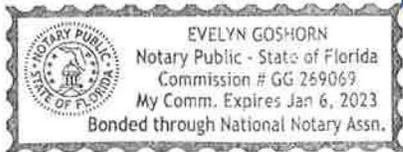
By: \_\_\_\_\_  
Name: THOMAS B. HAMILTON  
Its: CFO  
Date: 10-18-22

State of ~~Nevada~~ FLORIDA )  
County of ~~Washoe~~ PALM BEACH )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on October 18, 22 by Thomas Hamilton as CFO of **Reno Property Manager, LLC, a** Delaware limited liability company

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



**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**Counterpart Signature Page**

**City**  
City of Reno, a municipal corporation

By: *Hillary Schieve*  
Hillary Schieve, Mayor

Date 11/17/2022

Attest:

By: *Mikki Huntsman*  
Mikki Huntsman, City Clerk

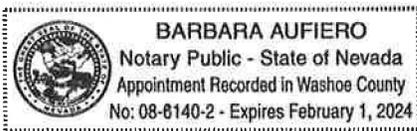
Date 11/17/2022

*FOR*

State of Nevada )  
County of Washoe )

**Acknowledgement in representative capacity**  
(NRS 240.1665)

This instrument was acknowledged before me on *Hillary Schieve*  
by HILLARY SCHIEVE as Mayor of the City of Reno.



*Barbara Aufiero*  
Notary Public

Approved as to Form  
KARL HALL, City Attorney

By: *[Signature]*  
Deputy *or JM*

**DEVELOPMENT AGREEMENT**

(Reno's Neon Line District)

**EXHIBIT "A-1"**

**[PROPERTY DESCRIPTION]**

**LAND DESCRIPTION  
OF  
JACOBS ENTERTAINMENT  
OWNED AND CONTROLLED PROPERTIES**

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) and the West One-Half of Section Eleven (11), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being more particularly described as follows:

**PARCEL 1:** *(APN's: 007-271-02 through 007-271-11 inclusive, and 007-271-13)*

Being all of Block 6 as shown on Tract Map No. 144, recorded May 2, 1876, Official Records of Washoe County, Nevada, being further described as Assessor Parcel Number's: 007-271-02 through 007-271-11 inclusive, and 007-271-13.

**PARCEL 2:** *(APN: 007-273-01)*

The West 63.32 feet of the North 55 feet of Lot 14, Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on My 2, 1876. Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5185740, recorded May 26, 2021 , of Official Records.

**PARCEL 3: (APN: 007-273-02)**

The North 55 feet of the East 36.68 feet of Lot 14 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, being more particularly described as follows:

BEGINNING at a point on the South line of Fifth Street, 63.32 feet Easterly from the intersection of the South line of 5th Street with the East line of Washington Street;  
Thence Easterly along the South line of 5th Street, a distance of 36.68 feet to the Northeast corner of Lot 14, Block 5 of Western Addition to Reno; Thence Southerly along the East line of said Lot 14, a distance of 55 feet; Thence Westerly parallel with the South line of 5th Street, a distance of 36.68 feet; Thence Northerly parallel with the East line of Washington Street, a distance of 55 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4900351, recorded April 8, 2019 , of Official Records.

**PARCEL 4: (APN: 007-273-22)**

All that portion of Lot 14 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, described as follows:

BEGINNING at a point on the East line of Washington Street, 55 feet South of the Northwest corner of Lot 14 in Block 5 of WESTERN ADDITION, RENO, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876;  
Thence Southerly, along the East line of Washington Street, a distance of 50 feet;  
Thence East 100 feet;  
Thence North 50 feet;  
Thence West 100 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4884808, recorded January 31, 2019, of Official Records.

**PARCEL 5: (APN: 007-273-03)**

The West 61 feet of the North ½ of Lot 13 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876. Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4900350, recorded April 8, 2019, of Official Records.

**PARCEL 6: (APN: 007-273-04)**

The East 39 feet of the North 105 feet of Lot 13 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876. Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4720445, recorded July 5, 2017, of Official Records.

**PARCEL 7: (APN: 007-273-05)**

Lot 12 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876. Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4720446, recorded July 5, 2017, of Official Records.

**PARCEL 8: (APN: 007-541-01)**

Lot 11 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876. Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4788428, recorded February 16, 2018, of Official Records.

**PARCEL 9: (APN: 007-273-21)**

The North 60 feet of the South 1/2 of Lot 13 and 14 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, being more particularly described as follows:

BEGINNING at a point on the Easterly line of Washington Street, distant thereon, 105 feet Southerly from the Southerly line of 5th Street;  
Thence Southerly, along the Easterly line of Washington Street, a distance of 60 feet;  
Thence at a right angle Easterly, 200 feet;  
Thence at a right angle Northerly, a distance of 60 feet;  
Thence at a right angle Westerly, a distance of 200 feet, to the Easterly line of Washington Street, to THE POINT OF BEGINNING

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5155788, recorded March 22, 2021, of Official Records.

**PARCEL 10: (APN: 007-273-29)**

**PARCEL 1:**

The South 45 feet of Lot 13 and 14 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, being more particularly described as follows:

BEGINNING at a point on the East line of Washington Street, 165 feet Southerly from the Southeast corner of 5<sup>th</sup> and Washington Streets, in the City of Reno, Nevada;  
Thence Easterly at right angles to said Washington Street 200 feet;  
Thence at a right angle Southerly 45 feet;  
Thence at a right angle Westerly 200 feet;  
Thence at a right angle Northerly 45 feet to the PLACE OF BEGINNING.

**PARCEL 1B:**

The North 50 feet of Lot 1 and the North 50 feet of the West 25 feet of Lot 2 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 in Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876;

Thence Easterly along the North line of Lot 1 and 2 in said Block 5, a distance of 125 feet;  
Thence Southerly parallel with the East line of Washington Street, a distance of 50 feet;  
Thence Westerly parallel with the North line of said Lot 1 and 2 in Block 5, a distance of 125 feet to the East line of Washington Street;  
Thence Northerly along the East line of Washington Street, a distance of 50 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4720447, recorded July 5, 2017, of Official Records.

**PARCEL 11: (APN: 007-541-06)**

Lot 4 and the East 1/2 of Lot 3 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4774034, recorded December 21, 2017, of Official Records.

**PARCEL 12: (APN's: 007-443-13 & 007-443-19.)**

UNIT 505:

Parcel A

Unit 505 as defined in Declaration of Covenants, Conditions, and Restrictions of the BELLA VISTA CONDOMINIUMS, recorded June 25, 2001 as File No. 2567154 of Official Records and as shown and designated on the Map of BELLA VISTA CONDOMINIUMS, filed in the office of the County Recorder of Washoe County, State of Nevada on June 25, 2001 as File No. 2567153 of Official Records, Tract Map No. 3968 and in Amended and Restated Declaration of Covenants, Conditions and Restrictions of the SIERRA VISTA TOWERS CONDOMINIUMS, recorded April 8, 2005 as Document No. 3195791.

Parcel B

An undivided interest in the Common Elements as defined in the Declaration of Covenants, Conditions and Restrictions of the BELLA VISTA CONDOMINIUMS, recorded June 25, 2001 as File No. 2567154 of Official Records and as shown and designated on the Map of BELLA VISTA CONDOMINIUMS, filed in the office of the County Recorder of Washoe County, State of Nevada on June 25, 2001 as File No. 2567153 of Official Records, Tract Map No. 3968 and in Amended and Restated Declaration of Covenants, Conditions and Restrictions of the SIERRA VISTA TOWERS CONDOMINIUMS, recorded April 8, 2005 as Document No. 3195791.

APN: 007-443-13

*NOTE:* The above description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4893185, recorded March 11, 2019, of Official Records.

UNIT 601

Parcel A

Unit 601 as defined in Declaration of Covenants, Conditions, and Restrictions of the BELLA VISTA CONDOMINIUMS, recorded June 25, 2001 as File No. 2567154 of Official Records and as shown and designated on the Map of BELLA VISTA CONDOMINIUMS, filed in the office of the County Recorder of Washoe County, State of Nevada on June 25, 2001 as File No. 2567153 of Official Records, Tract Map No. 3968 and in Amended and Restated Declaration of Covenants, Conditions and Restrictions of the SIERRA VISTA TOWERS CONDOMINIUMS, recorded April 8, 2005 as Document No. 3195791.

Parcel B

An undivided interest in the Common Elements as defined in the Declaration of Covenants, Conditions and Restrictions of the BELLA VISTA CONDOMINIUMS, recorded June 25, 2001 as File No. 2567154 of Official Records and as shown and designated on the Map of BELLA VISTA CONDOMINIUMS, filed in the office of the County Recorder of Washoe County, State of Nevada on June 25, 2001 as File No. 2567153 of Official Records, Tract Map No. 3968 and in Amended and Restated Declaration of Covenants, Conditions and Restrictions of the SIERRA VISTA TOWERS CONDOMINIUMS, recorded April 8, 2005 as Document No. 3195791.

APN: 007-443-19

*NOTE:* The above description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4900378, recorded April 8, 2019, of Official Records.

**PARCEL 13: (APN: 007-541-04)**

Lot 6 and 7 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records.

EXCEPTING THEREFROM the South 110 feet of Lot 7 and the East 50 feet of the South 110 feet of Lot 6 in Block 5 as shown on the Map of WESTERN ADDITION, RENO, filed on the office of the County Recorder of Washoe County, State of Nevada on May 2, 1876, and further describing the excepted parcel as follows:

Commencing at a City of Reno, Nevada, monument, set in concrete at the intersection of the centerline of Ralston Street with the centerline of West Fifth Street;  
Thence South 76°14'55" West along the centerline of West Fifth Street a distance of 40.00 feet

to a point;

Thence South 13°40'05" East a distance of 350.18 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 13°40'05" East along the West right of way line of Ralston Street a distance of 110.05 feet to a point on the North right of way of West Fourth Street;

Thence South 76°14'55" West along said North right of way line a distance 150.00 feet to a point;

Thence North 13°40'05" West a distance of 110.05 feet to a point;

Thence North 76°14'55" East a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4824092, recorded June 18, 2018, of Official Records.

**PARCEL 14:** (APN: 007-541-05)

The South 110 feet of Lot 7 and the East 50 feet of the South 110 Feet of Lot 6 Block 5 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, and further described as follows:

Commencing at a City of Reno, Nevada, monument, set in concrete at the intersection of the centerline of Ralston Street with the centerline of West Fifth Street;

Thence South 76°14'55" West along the centerline of West Fifth Street a distance of 40.00 feet to a point;

Thence South 13°40'05" East a distance of 350.18 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 13°40'05" East along the West right of way line of Ralston Street a distance of 110.05 feet to a point on the North right of way of West Fourth Street;

Thence South 76°14'55" West along said North right of way line a distance 150.00 feet to a point;

Thence North 13°40'05" West a distance of 110.05 feet to a point;

Thence North 76°14'55" East a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

**BASIS OF BEARING:** North 76°14'55" East, Centerline of West 4<sup>th</sup> Street, as shown on Nevada State Highway Department records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4859397, recorded October 17, 2018, of Official Records.

**PARCEL 15: (APN: 007-281-01)**

Commencing at the intersection of the South line of Fifth Street with the East line of Ralston Street in the City of Reno, Nevada; running thence Easterly, along the South line of Fifth Street, a distance of 68 feet; thence at a right angle Southerly a distance of 66 feet; thence at a right angle Westerly, a distance of 68 feet to the East line of Ralston Street; thence at a right angle Northerly, along the East line of Ralston Street, a distance of 66 feet to the point of beginning. Said premises being the North 66 feet of the West 68 feet of Lot 14 in Block 4 of the WESTERN ADDITION TO RENO, according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876; also being known as the North 6 feet of the West 68 feet of Lot 22 in Block 4 1/2 and the West 68 feet of Lot 23, Block 4 1/2 in the RICHARDSON SURVEY OF WESTERN ADDITION.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4842472, recorded August 17, 2018, of Official Records.

**PARCEL 16: (APN: 007-281-20)**

**PARCEL 3:**

Commencing at the intersection of the Southern line of West Fifth Street with the Eastern line of Ralston Street;

Thence Easterly, along the Southern line of West Fifth Street, 68.00 feet to the TRUE POINT OF BEGINNING;

Thence at a right angle Southerly 66.00 feet;

Thence Easterly at right angle 29.00 feet;

Thence Northerly at right angles 6.00 feet;

Thence Easterly at right angles 13.00 feet;

Thence Northerly at right angles 60.00 feet to the said Southern line of West Fifth Street;

Thence Westerly along the last mentioned line 42.00 feet to the TRUE POINT OF BEGINNING.

Being a portion of Lot 13 and 14 in Block 4 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876.

Said parcel is also described as a portion of Lot 22 and 23, Block 4-1/2 of Richardson's Survey of the WESTERN ADDITION TO RENO, according to the unofficial map which has never been placed of record in the office of the County Recorder of Washoe County, Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4809485, recorded April 30, 2018, of Official Records.

**PARCEL 17: (APN: 007-281-03)**

COMMENCING at a point on the South line of 5<sup>th</sup> Street, 110 feet East of the Northwest corner of Lot 14 in Block 4 of the "WESTERN ADDITION, RENO", according to the official map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on May 2, 1876; running thence Easterly along the South line of said 5<sup>th</sup> Street 30 feet; thence at a right angle Southerly 60 feet; thence at a right angle Westerly 30 feet; thence at a right angle Northerly 60 feet to the point of beginning; being a portion of Lot 13, in Block 4 of said Western Addition; said premises being also known as the East 30 feet of Lot 23, in Block 4 ½ of Richardson's Survey in the Western Addition, the map of which survey, however, has never been filed for record in this County at the sate hereof and is therefor not official.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4780875, recorded January 19, 2018, of Official Records.

**PARCEL 18: (APN: 007-281-18)**

Beginning at a point on the East line of Ralston Street sixty-six (66) feet South of the South line of Fifth Street; thence running Easterly at a right angle to said East line of Ralston Street, a distance of ninety-seven (97) feet; thence at a right angle Southerly, a distance of forty-four (44) feet; thence at a right angle Westerly, a distance of ninety-seven (97) feet to the East line of Ralston Street; thence Northerly along the East line of Ralston Street, a distance of forty-four (44) feet to the place of beginning. Said parcel of land being a portion of Lot 22 in Block 4 ½ of Richardson's Survey of Block 4 of WESTERN ADDITION, Reno, according to an unofficial map thereof which has never been filed in the office of the County Recorder of Washoe County, Nevada.

Said parcel being a portion of Lot 22, in Block 4 ½ of RICHARDSON'S SURVEY of Block 4 of WESTERN ADDITION, Reno, according to the unofficial map.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4769742, recorded December 7, 2017, of Official Records.

**PARCEL 19: (APN: 007-281-19)**

All that portion of Lot 13 and 14 Block 4 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, more particularly described as follows:

Commencing at the intersection of the Southern line of West Fifth Street, with the Eastern line of Ralston Street;

Thence Easterly, along said Southerly line of West Fifth Street, 140.00 feet, to the Western line of an alley;

Thence Southerly along said Western line of an alley, 60.00 feet, to the TRUE POINT OF BEGINNING;

Thence Southerly, along said Western line of an alley 50.00 feet;

Thence at right angles Westerly, 43.00 feet;

Thence at right angles Northerly, 50.00 feet;

Thence at right angles Easterly, 43.00 feet to the TRUE POINT OF BEGINNING.

Said premises being also known as a portion of Lot 22 and 23 in Block 4 ½ of Richardson's Survey of the Western Addition to the Town of Reno, the plat thereof has never been officially filed in the office of the County Recorder of Washoe County, State of Nevada.

Said land is also shown on Record of Survey Map No. 4634, for 5<sup>th</sup> Street Ventures 1 LLC, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 11, 2005, as File No. 3290225, Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5146479, recorded February 25, 2021, of Official Records.

**PARCEL 20: (APN: 007-281-17)**

**PARCEL 2:**

BEGIN at a point 110 feet Southerly from the Southeast corner of the intersection of Fifth and Ralston Street on the Easterly line of Ralston Street;  
Thence running Easterly at a right angle 140 feet to an alley;  
Thence Southerly 50 feet along the West line of said alley;  
Thence Westerly 140 feet to the East line of Ralston Street;  
Thence Northerly 50 feet to the PLACE OF BEGINNING.

Said parcel of land being a portion of Lot 13 and 14 in Book 4 of the WESTERN ADDITION, Reno, according to the official map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on May 2, 1876.

Said parcel is also described as Lot 21, Block 4-1/2 of Richardson's Survey of the WESTERN ADDITION TO RENO, according to the unofficial map which has never been placed of record in the office of the County Recorder of Washoe County, Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4809485, recorded April 30, 2018, of Official Records.

**PARCEL 21: (APN: 007-281-16)**

**PARCEL 1:**

The South 50 feet of Lot 14 and the South 50 feet of the West 40 feet of Lot 13 in Block 4 of WESTERN ADDITION, Reno, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876;

Also known as Lot 20 in Block 4-1/2 of Richardson's Survey, according to an unofficial map which has never been placed of record in the office of the County Recorder of Washoe County, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4809485, recorded April 30, 2018, of Official Records.

**PARCEL 22: (APN: 007-281-15)**

The North 50 feet of Lot 1 and the North 50 feet of the West 40 feet of Lot 2 in Block 4 of the WESTERN ADDITION, Reno, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, said premises being described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 1 in Block 4 of said WESTERN ADDITION TO THE TOWN, NOW CITY OF RENO;

Thence running Easterly 140 feet;

Thence Southerly 50 feet;

Thence Westerly 140 feet to a point on the East line of Ralston Street, which point is 160 feet North from the Northeast corner of Fourth and Ralston Streets;

Thence running Northerly along the East line of Ralston Street to the POINT OF BEGINNING.

Said premises being also known as Lot 19 in Block 4 1/2 of Richardsons Survey of the Western Addition to the Town of Reno, the plat thereof has never been officially filed in the office of the County Recorder of Washoe County, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4809487, recorded April 30, 2018, of Official Records.

**PARCEL 23:** (APN: 007-281-32)

**BEGINNING** at the northwest corner of said Parcel B;

THENCE easterly coincident with the northerly line of said Parcel B, North 76°55'55" East, 139.92 feet to the northeast corner of said Parcel B, said point also being coincident with the westerly right of way of Nevada Street as shown on Record of Survey Map No. 4634, recorded October 11, 2005, as File No. 3290225, Official Records of Washoe County, Nevada;

THENCE southerly coincident with said westerly right of way, South 13°00'27" East, 62.50 feet, more or less to the southeast corner of that certain real property as described in the aforesaid Deed Document No. 5159947;

THENCE westerly departing said westly right of way and coincident with the southerly line of said real property as described in Deed Document No. 5159947, South 76°55'54" West, 139.87 feet (140 feet per said Deed Document No. 5159947) to the southwest corner of said real property as described in Deed Document No. 5159947, said point also being coincident with the easterly right of way of an alley as described in said Deed Document No. 5159947 and further shown on Record of Survey Map No. 6234, recorded February 17, 2021, Official Records of Washoe County, Nevada;

THENCE northerly coincident with said easterly right of way, North 13°03'08" West, 62.50 feet, more or less to the **POINT OF BEGINNING** and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5192957, recorded June 15, 2021, of Official Records.

**PARCEL 24:** (APN: 007-281-14)

The South 140 feet of Lot 1 in Block 4 of "WESTERN ADDITION, RENO", according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876.

Said premises being also known as Lot 1 and 2 in Block 4 1/2 of Richardson's Survey of the Western Addition to the Town of Reno, the plat thereof has never been officially filed in the office of the County Recorder of Washoe County, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4817051, recorded May 24, 2018, of Official Records.

**PARCEL 25: (APN: 007-283-19)**

Parcel 2A:

The south 50 feet of Lot 10 in Block 4 of the WESTERN ADDITION, RENO, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 2, 1876, and also known as the South 50 feet of Lot 10 in Block 4 of RICHARDSON'S SURVEY OF BLOCK 4 OF WESTERN ADDITION.

Parcel 2B:

That portion of the Alley, adjacent to Parcel 2A above, as abandoned by "Order of Abandonment", recorded August 14, 2006, as Document No. 3425282, Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4708043, recorded May 30, 2017, of Official Records.

**PARCEL 26: (APN: 007-283-18)**

Parcel 1A:

The north 25 feet of Lot 6 and 7 and the South 50 feet of Lot 8 and 9 in Block 4 of the WESTERN ADDITION, RENO, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 2, 1876.

Parcel 1B:

That portion of the Alley, adjacent to Parcel 1A above, as abandoned by "Order of Abandonment", recorded August 14, 2006, as Document No. 3425282, Official Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4708043, recorded May 30, 2017, of Official Records.

**PARCEL 27: (APN: 007-283-15)**

**Parcel 3A:**

The North 100 feet of Lot 8 in Block 4 of the WESTERN ADDITION, RENO, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 2, 1876.

**Parcel 3B:**

The South 40 feet of the North 140 feet of Lot Eight (8) in Block Four (4) of the WESTERN ADDITION, RENO, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 2, 1876, fronting 40 feet on the West side of Arlington Avenue (formerly Chestnut Street) with depth Westerly of 100 feet.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4708043, recorded May 30, 2017, of Official Records.

**PARCEL 28: (APN: 006-224-07)**

Parcel B as shown on the Record of Survey Reflecting Lot Line Adjustment for Chevron U.S.A. Inc., Record of Survey Map No. 2273, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 5, 1991, as File No. 1463640, Official Records, being more particularly described as follows:

All that portion of Parcel A and B as shown on Parcel Map No. 368, for Standard Oil Company, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on January 26, 1977, as File No. 445884, Official Records, reflecting Lot Line Adjustment and more particularly described as follows:

Commencing at the Southwest corner of Parcel B, as shown on Parcel Map No. 368, as filed in the Washoe County Recorder's Office, Washoe County, Nevada;  
Thence N.  $76^{\circ}08'47''$  E., 10.10 feet to the TRUE POINT OF BEGINNING;

Thence on a curve to the left with radius of 545.03 feet, central angle of  $12^{\circ}44'13''$  and arc length of 121.16 feet (chord bears N.  $28^{\circ}17'07''$  W., 120.91 feet);

Thence on a curve to the right with radius of 23.00 feet, central angle of  $82^{\circ}29'13''$  and arc length of 33.11 feet;

Thence N.  $47^{\circ}50'05''$  E., 144.34 feet;

Thence S.  $42^{\circ}08'45''$  E., 167.71 feet;

Thence S.  $13^{\circ}50'00''$  E., 66.29 feet;

Thence S.  $76^{\circ}08'47''$  W., 187.00 feet to the TRUE POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4671841, recorded January 18, 2017, of Official Records.

**PARCEL 29: (APN: 006-224-06)**

Parcel A as shown on the Record of Survey Reflecting Lot Line Adjustment for Chevron U.S.A. Inc., Record of Survey Map No. 2273, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 5, 1991, as File No. 1463640, Official Records, being more particularly described as follows:

Parcel A of Parcel Map No. 368, as filed in the Washoe County Recorder's office, Washoe County, Nevada, reflecting Lot Line Adjustment with Parcel B of said Parcel Map and more particularly described as follows:

Commencing at the Northwest corner of Parcel A, as shown on Parcel Map No. 368, as filed in the Washoe County Recorder's office, Washoe County, Nevada;  
Thence North  $47^{\circ}50'05''$  East 39.31 feet to the true point of beginning;  
Thence North  $47^{\circ}50'05''$  East 107.68 feet;  
Thence on a curve to the right with radius of 460.00 feet, central angle of  $06^{\circ}00'57''$  and arc length of 48.30 feet;  
Thence on a curve to the right with a radius of 33.00 feet, central angle of  $112^{\circ}34'04''$  and arc length of 64.83 feet;  
Thence South  $13^{\circ}34'55''$  East 254.98 feet;  
Thence South  $76^{\circ}08'47''$  West 103.28 feet;  
Thence North  $13^{\circ}50'00''$  West 66.29 feet;  
Thence North  $42^{\circ}08'45''$  West 167.71 feet to the true point of beginning.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5167901, recorded April 16, 2021, of Official Records.

**PARCEL 30: (APN: 011-640-02)**

Parcel 10B as shown on the Parcel Map Waiver #10, Record of Survey for City of Reno, Union Pacific Railroad Corridor Boundary, Record of Survey Map No. 5397, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on April 4, 2012, as File No. 4100111, Official Records, being more particularly described as follows:

All that certain parcel of land situate within the South 1/2 of Section 11, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, Washoe County, State of Nevada, being a portion of Parcel 7C per Document No. 4100104, and shown on Parcel Map Waiver, Record of Survey No. 5394, File No. 4100105, both recorded April 4, 2012, in the Official Records of Washoe County, Nevada, said parcel being more particularly described as follows:

COMMENCING at the Westerly most corner of said Parcel 7C also being on the Westerly line of the ReTRAC Corridor;

THENCE departing said ReTRAC Corridor and along the boundary thereof North 65°40'11" East, 469.26 feet to the projection of the Northerly face of the North ReTRAC wall also being the beginning of a tangent curve;

THENCE continuing along said boundary and said Northerly face of the North ReTRAC wall and the projection thereof the following two courses:

- 1) 1,693.70 feet along the arc of an 8,606.00 foot radius curve to the right through a central angle of 11°16'34";
- 2) North 76°56'45" East 589.99 feet to the West right-of-way of Keystone Avenue;

THENCE departing said boundary and continuing along said Northerly face, North 76°34'54" East, 78.65 feet to the East right-of-way of Keystone Avenue, also being the POINT OF BEGINNING;

THENCE departing said Northerly face and along said East right-of-way the following four (4) courses:

- 1) North 13°03'04" West, 81.31 feet;
- 2) North 76°56'56" East, 1.35 feet;
- 3) North 13°03'04" West, 5.65 feet to the beginning of a tangent curve;
- 4) 77.52 feet along the arc of a 530.96 foot radius curve to the left through a central angle of 08°21'56" to the aforementioned boundary of said Parcel 7C and ReTRAC Corridor;

THENCE departing said East right-of-way and along said ReTRAC Corridor, North 76°59'42" East, 300.53 feet to the West right-of-way of Vine Street;

THENCE departing said ReTRAC Corridor and along said West right-of-way South 12°49'44" East, 163.95 feet to the aforementioned Northerly face of the North ReTRAC wall;  
THENCE departing said West right-of-way and along said Northerly face, South 76°56'45" East, 295.59 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4100110, recorded April 4, 2012, of Official Records.

**PARCEL 31:** (APN's: 007-272-01, 02, 05, 06, 08, & 09)

**PARCEL 1**

All of Lot 8 and the East 25 feet of Lot 9 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, lying North of the quarter section line between the NW ¼ and the SW ¼ of Section 11, Township 19 North, Range 19 East, M.D.B.&M.

**PARCEL 2**

Beginning at a point on the Southerly line of Fourth Street, 25 feet Westerly from the Northeast corner of Lot 9 in Block 1 of WESTER ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876; thence Southerly and parallel with the East line of said Lot 9 to the section line between the NW ¼ and the SW ¼ of Section 11, Township 19 North, Range 19 East, M.D.B.M; thence Westerly, along said section line between said NW ¼ and the SW ¼ of said Section 11 to its intersection with the Westerly line of said Lot 9, thence Northerly, along the Westerly line of said Lot 9 to the Northwest corner thereof; thence Easterly, along the Southerly line of Fourth Street, 75 feet, to the point of beginning; said premises being the Westerly 75 feet of said Lot 9 lying North of said Section line.

APN: 007-272-02

PARCEL 3

Beginning at a point on the easterly line of Vine Street in the City of Reno, 30 feet Northerly from the intersection of the East line of Vine Street with the East and West center line of Section 11, Township 19 North, Range 19 East, M.D.B. & M.; thence Northerly, along the East line of Vine Street, 32 ½ feet, thence Easterly, parallel with the South line of Fourth Street; 100 feet to the East line of Lot 10 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876; thence Southerly, along the East line of said Lot 10, 32 ½ feet, thence Westerly, parallel with the Southern line of Fourth Street, 100 feet to the point of beginning; said premises being a portion of Lot 10 in Block 1 of WESTERN ADDITION, RENO, according to the map above mentioned.

APN: 007-272-09

PARCEL 4

Commencing at the Northwest corner of Lot 10 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876; thence Southerly along the East line of Vine Street, 105 feet, more or less, to a point distance thereon, 62 ½ feet Northerly from the intersection of said East line of Vine Street with the center line running East and West of Section 11, Township 19 North, Range 19 East, M.D.B. &M.; thence Easterly and parallel with the South line of Fourth Street, 100 feet, to the East line of said Lot 10; thence Northerly, along the East line of Lot 10, a distance of 105 feet, more or less, to the South line of Fourth Street, thence Westerly, along the South line of Fourth Street, 100 feet to the point of beginning.

APN: 007-272-01

PARCEL 5

Beginning at a point on the Easterly line of Vine Street at its intersection with the East and West dividing line between NW ¼ and the SW ¼ of Section 11, Township 19 North, Range 19 East, M.D.B. &M.; thence Northerly, along the Easterly line of Vine Street, 30 feet; thence Easterly at right angles parallel with the Southerly line of Fourth Street, 100 feet to the Easterly line of Lot 10 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876; thence Southerly, along the East line of said Lot 10 to the line dividing the NW ¼ and the SW ¼ of said Section 11; thence Westerly, along said section dividing line to the place of beginning; said premises being a portion of Lot 10 in Block 1 of WESTERN ADDITION, RENO, according to the hereinabove mentioned map.

APN: 007-272-08

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4677290, recorded February 3, 2017, of Official Records.

*TOGETHERWITH*

PARCEL 1:

The South 50.00 feet of the North 110.00 feet of Lots 4 and 5 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the county Recorder of Washoe County, State of Nevada, on May 2, 1987 (1876).

APN: 007-272-06

PARCEL 2:

The South 50.00 feet of the North 60.00 feet of Lots 4 and 5 in Block 1 of WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the county Recorder of Washoe County, State of Nevada, on May 2, 1976 (1876).

ALSO, that portion of Lots 2 and 3 in Block 1 which lies in the Southerst one-quarter of the Northwest one-quarter of Section 11, Township 19 North, Range 19 East, M.D.B. &M. Refer to the section line as shown on the map thereof, field (filed) in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876

APN: 007-272-05

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 2883929, recorded July 3, 2003, of Official Records.

**PARCEL 32:** (APN: 007-272-07)

All that portion Lot 1, 2, 3, 9 and 10 Block 1 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, described as follows:

BEGINNING at a point on the East line of Vine Street, 100 feet North of the intersection of the East line of Vine Street with the North line of Third Street, said point of beginning being the North line of the right of way of the C.P.R.Y. Co.;

Thence Easterly along the North line of said right of way, 300 feet, more or less, to the East line of Lot 3 in Block 1 of Western Addition, Reno, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876;

Thence Northerly along the East line of said Lot 3 to the East and West centerline of Section 11, Township 19 North, Range 19 East, M.D.B.&M.;

Thence West along said centerline of said Section 11, to its intersection with the East line of Vine Street; Thence Southerly along the East line of Vine Street to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4884715, recorded January 31, 2019, of Official Records.

**PARCEL 33:** (APN: 007-272-11)

BEING all of Lot 6 and Lot 7 of Block 1 as shown on Tract Map No. 144 "Western Addition, RENO NEVADA", recorded May 2, 1876, Official Records of Washoe County, Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4970014, recorded November 5, 2019, of Official Records.

**PARCEL 34: (APN: 007-274-01)**

**PARCEL 2:**

Lot 14, in Block 2, as shown on the map of WESTERN ADDITION, RENO, filed on the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4956014, recorded September 27, 2019, of Official Records.

**PARCEL 35: (APN: 007-274-42)**

**PARCEL 1A:**

Lot 13, in Block 2, as shown on the map of WESTERN ADDITION, RENO, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876.

EXCEPTING THEREFROM the South 10 feet, as conveyed to the City of Reno, Municipal Corporation, by deed recorded October 10, 1905, in Book 27, Page 414, as Document No. 2206, Deed Records of Washoe County, Nevada.

**PARCEL 1B:**

All that portion of the public right of way conveyed to the City of Reno by Document No. 2206, Book 27, Page 414, recorded on October 10, 1905, filed in said Official Records, as vacated and abandoned by the certain Order of Abandonment recorded September 14, 2018 as Document No. 4851139, Official Records of Washoe County, Nevada and further described therein, as follows:

The south ten (10) feet of Lot Thirteen (13) in Block Two (2) of the Western Addition to the Town (now City) of Reno, County of Washoe, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4956014, recorded September 27, 2019, of Official Records.

**PARCEL 36:** (APN: 007-274-03)

Beginning at the Northwestern corner of Lot 12 in Block 2 of the WESTERN ADDITION, RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, on May 2, 1876, running thence Easterly along the Northerly line of said Lot 12, a distance of 42 feet; thence Southerly parallel with the Westerly Line of said Lot 12 a distance of 105 feet, thence Easterly and parallel with the Northerly line of said Lot 12 a distance of 8 fete; thence Southerly and parallel with the Westerly Line of said Lot 12, a distance of 95 feet to the Northerly line of an alley thence Westerly along the Northerly line of said alley and parallel with the northerly line of said Lot 12 a distance of 50 feet to the Westerly line of said Lot 12, thence Northerly along the Westerly line of said Lot 12, a distance of 200 feet to the point of beginning.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4900349, recorded April 8, 2019, of Official Records.

**PARCEL 37:** (APN: 007-274-41)

PARCEL 1:

All that portion of Lot 12 Block 2 of the WESTERN ADDITION to the City of Reno, Tract Map no. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records, described as follows:

BEGINNING at the Northeasterly corner of said Lot 12;

Thence Westerly along the Northerly line of said lot, a distance of 58 feet;

Thence Southerly parallel with the Easterly line of said lot, a distance of 105 feet;

Thence Easterly and parallel with the North line of said lot, 8 feet;

Thence Southerly and parallel with the Easterly line of said lot, 95 feet to the Northerly line of an alley;

Thence Easterly along the Northerly line of said alley and parallel with the Northerly line of said lot, 50 feet to the Easterly line of said lot;

Thence Northerly along said Easterly line of said lot, 200 feet to the POINT OF BEGINNING.

**PARCEL 2:**

All that portion of the public right of way conveyed to the City of Reno by Document No. 2208, Book 27, Page 416, recorded on October 10, 1905, filed in said Official Records, as vacated and abandoned by the certain Order of Abandonment recorded September 14, 2018 as Document No. 4851139, Official Records of Washoe County, Nevada and further described therein, as follows:

The south ten (10) feet of Lot Twelve (12) in Block Two (2) of the Western Addition to the Town (now City) of Reno, County of Washoe, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4956013, recorded September 27, 2019, of Official Records.

**PARCEL 38: (APN: 007-274-40)**

The North 200 feet of Lot 11 and the North 200 feet of the West 20 feet of Lot 10 Block 2 of the WESTERN ADDITION to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records.

**TOGETHER WITH:**

All that portion of the public right of way conveyed to the City of Reno by Document No. 2207, Book 27, Page 415, recorded on October 10, 1905, filed in said Official Records, as vacated and abandoned by the certain Order of Abandonment recorded September 14, 2018 as Document No. 4851139, Official Records of Washoe County, Nevada and further described therein, as follows:

Abandonment Area 8

**PARCEL 39: (APN: 007-274-39)**

**PARCEL 1A:**

The West 40 feet of the East 80 feet of Lot 10 Block 2 of the WESTERN ADDITION, to the City of Reno, Tract Map No. 144, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 2, 1876, Official Records.

EXCEPTING THEREFROM that portion granted in an instrument to the City of Reno, recorded October 7, 1905, in Book 27, Page 403, as Document No. 2191, Deed Records.

**PARCEL 1B:**

All that portion of the public right of way conveyed to the City of Reno by Document No. 2191, Book 27, Page 403, recorded on October 7, 1905, filed in said Official Records, as vacated and abandoned by the certain Order of Abandonment recorded September 14, 2018 as Document No. 4851139, Official Records of Washoe County, Nevada and further described therein, as follows:

The south ten (10) feet of the east eight (80) feet of Lot Ten (10) in Block Two (2) of the Western Addition to the Town (now City) of Reno, County of Washoe, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4956015, recorded September 27, 2019, of Official Records.

**PARCEL 40: (APN: 007-274-44)**

BEING Parcel 1 as shown on Tract Map No. 5498, recorded June 29, 2022, as File No. 5315419, Official Records of Washoe County, Nevada.

**PARCEL 41: (APN: 007-542-15)**

BEING Parcel 1 as shown on Tract Map No. 5476, recorded March 2, 2022, as File No. 5281604, Official Records of Washoe County, Nevada.

**PARCEL 42: (APN: 007-285-01)**

BEGINNING at the intersection of the Southerly line of Fourth Street with the Easterly line of Chestnut Street (now Arlington Street) and running;

Thence Easterly along the Southerly line of said Fourth Street, a distance of 65 feet;

Thence Southerly and parallel with the Easterly line of Chestnut Street 100 feet;

Thence Westerly and parallel with the Southerly line of Fourth Street 65 feet to the Easterly line of Chestnut Street;

Thence Northerly along the Easterly line of said Chestnut Street, a distance of 100 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4810174, recorded May 1, 2018, of Official Records.

**PARCEL 43: (APN: 007-285-25)**

**RESULTANT PARCEL 1:**

BEGINNING at a point coincident with the southerly right of way of West Fourth Street which bears North 76°59'38" East, 65.02 feet from the northwest corner of aforesaid Block E as shown on Tract Map No. 144;

THENCE easterly coincident with said southerly right of way, North 76°59'38" East, 95.02 feet to the intersection of said southerly right of way and the projection of the easterly right of way of an unnamed 20 foot wide, north-south alleyway situate within said Block E, as shown on aforesaid Tract Map No. 95;

THENCE southerly coincident with said projected easterly right of way, South 13°00'00" East 100.16 feet;

THENCE westerly departing said easterly right of way, South 76°59'37" West, 95.05 feet;

THENCE North 12°59'05" West, 100.16 feet to the POINT OF BEGINNING and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4992152, recorded January 16, 2020, of Official Records.

**PARCEL 44: (APN: 007-285-18)**

All of Lot 6 and that portion of Lot 7 in Block E, together with that portion of the 40.00 foot alley which lies directly West of and immediately adjoining said Lot 6 in the City of Reno, County of Washoe, State of Nevada, according to the Map of Original Town, Now City of Reno, Filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, as tract Map No. 95, being bounded and described as a whole as follows:

BEGINNING at the Northeast corner of said Lot 6;  
Thence Westerly along the Southerly line of West 4<sup>th</sup> Street a distance of 140.00 feet to the Northerly prolongation of the east line of the 20.00 foot wide alley running in a Northerly and Southerly direction through said Block E;  
Thence Southerly along said prolongation and along said Easterly line, 90.00 feet to the Northwest corner of the South 10.00 feet of said Lot 7;  
Thence Easterly along the North line of said South 10.00 feet a distance of 140.00 feet to the Northeast corner of said Southern 10.00 feet;  
Thence Northerly along the East line of said Lots 7 and 6 a distance of 90.00 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4752612, recorded October 10, 2017, of Official Records.

**PARCEL 45: (APN: 007-285-26)**

**RESULTANT PARCEL 2:**

BEGINNING at the southwest corner of Lot 8 within said Block E;  
THENCE westerly coincident with, and on a projection of the southerly line of aforesaid Lot 4, South 76°59'37" West, 160.09 feet to a point coincident with the easterly right of way of Arlington Avenue as shown on aforesaid Tract Map No. 144;  
THENCE northerly coincident with said easterly right of way of Arlington Avenue, North 12°58'44" West, 50.08 feet;  
THENCE westerly coincident with, and on a projection of the northerly line of aforesaid Lot 4, South 76°59'37" West, 160.08 feet to the northwest corner of aforesaid Lot 8;  
THENCE southerly coincident with the westerly line of said Lot 8, South 13°00'00" East, 50.08 feet (50 feet per aforesaid Tract Map No. 95) to the POINT OF BEGINNING and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4992152, recorded January 16, 2020, of Official Records.

**PARCEL 46: (APN: 007-285-27)**

**RESULTANT PARCEL 3:**

BEGINNING at the southwest corner of said Lot 3;  
THENCE northerly coincident with the easterly right of way of Arlington Avenue as shown on Tract Map No, 144, recorded May 20, 1876, Official Records of Washoe County, Nevada, North  $12^{\circ}58'44''$  West, 50.08 feet;  
THENCE easterly coincident with, and on a projection of the northerly line of said Lot 3, North  $76^{\circ}59'37''$  East, 160.09 feet to the northwest corner of Lot 9 as shown on aforesaid Tract Map No. 95;  
THENCE southerly and coincident with the westerly line of said Lot 9, South  $13^{\circ}00'00''$  East, 50.08 (50 feet per aforesaid Tract Map No. 95) to the southwest corner of said Lot 9;  
THENCE westerly coincident with, and on a projection of the southerly line of aforesaid Lot 3, South  $76^{\circ}59'36''$  West, 160.11 to the POINT OF BEGINNING and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4992152, recorded January 16, 2020, of Official Records.

**PARCEL 47: (APN: 007-285-07)**

Lot 9, in Block E, of the Original Town (now City) of Reno, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, Tract Map No. 95.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4900346, recorded April 8, 2019, of Official Records.

**PARCEL 48: (APN: 007-285-28)**

**RESULTANT PARCEL 4:**

BEGINNING at the northwest corner of said Lot 2;

THENCE westerly coincident with, and on a projection of the northerly line of said Lot 2, North 76°59'36" East, 160.11 to the northwest corner of Lot 10 as shown on aforesaid Tract Map No. 95;

THENCE southerly coincident with the westerly line of said Lot 10, South 13°00'00" East, 50.08 feet (50 feet per aforesaid Tract Map No. 95) to the southwest corner of said Lot 10;

THENCE westerly coincident with, and on a projection of the southerly line of aforesaid Lot 2, South 76°59'36" West, 160.13 to the southwest corner of said Lot 2, said point also being coincident with the easterly right of way of Arlington Avenue as shown on Tract Map No. 144, recorded May 20, 1876, Official Records of Washoe County, Nevada;

THENCE northerly coincident with said easterly right of way of Arlington Avenue, North 12°58'44" West, 50.08 feet (50 feet per aforesaid Tract Map No. 95) to the POINT OF BEGINNING and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4992152, recorded January 16, 2020, of Official Records.

**PARCEL 49: (APN: 007-285-08)**

**PARCEL 1:**

Lot 10, in Block E, of the Original Town (now City) of Reno, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4820549, recorded June 6, 2018, of Official Records.

**PARCEL 50: (APN: 007-285-29)**

**RESULTANT PARCEL 5:**

BEGINNING at the northwest corner of said Lot 1;  
THENCE westerly coincident with, and on a projection of the northerly line of said Lot 1,  
North 76°59'36" East, 160.13 to the northwest corner of Lot 11 as shown on aforesaid Tract  
Map No. 95;  
THENCE southerly coincident with the westerly line of said Lot 11,  
South 13°00'00" East, 50.08 feet (50 feet per aforesaid Tract Map No. 95) to the southwest  
corner of said Lot 11;  
THENCE westerly coincident with, and on a projection of the southerly line of aforesaid Lot 1,  
South 76°59'35" West, 160.15 to the southwest corner of said Lot 1, said point also being  
coincident with the easterly right of way of Arlington Avenue as shown on Tract Map No. 144,  
recorded May 20, 1876, Official Records of Washoe County, Nevada;  
THENCE northerly coincident with said easterly right of way of Arlington Avenue,  
North 12°58'44" West, 50.08 feet (50 feet per aforesaid Tract Map No. 95) to the POINT OF  
BEGINNING and end of this description.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument  
recorded in the office of the County recorder of Washoe County, Nevada, as Document No.  
4992152, recorded January 16, 2020, of Official Records.

**PARCEL 51: (APN: 011-640-09)**

That portion of the Southwest Quarter of Section 11, Township 19 North, Range 19 East, Mount  
Diablo Base and Meridian, bounded on the West by the centerline of Washington Street, on the  
East by the centerline of Ralston Street, on the North by a line that is 20 feet Southerly of  
(measured at right angles to) and parallel with the centerline of the West bound main line  
tracks of the Union Pacific Railroad, and on the South by the Southerly line of said Union Pacific  
Railroad Right of Way.

Excepting therefrom, that portion taken by the City of Reno, a municipal corporation of the  
State of Nevada, by "Amended Final Order of Condemnation", recorded December 29, 2005, as  
Document No. 3329816, Official Records.

Also excepting therefrom, any portion thereof, lying within Washington Street and Ralston  
Street.

**PARCEL 52: (APN: 011-017-11)**

Lot 1 and 2 and the North 10 feet of Lot 3 in Block E of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891.

**PARCEL 53: (APN: 011-021-09)**

**PARCEL 1:**

Lot 11, in Block F, of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN, NOW CITY OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891.

**PARCEL 2:**

Lot 12, in Block F, of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN, NOW CITY OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891.

**PARCEL 3:**

All that portion of Lot 10, in Block F, of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN, NOW CITY OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891, that lies North of the center line of the now abandoned English Mill Ditch.

EXCEPTING THEREFROM all that portion of the West 60 feet of the South 40 feet of said Lot 10 which lies North on the said right of way of said ditch, the same having heretofore been conveyed to the Trustees of the Bethel African Methodist Episcopal Church by Deed recorded November 20, 1916, in Book 48, Page 575, as Document No. 10549, Deed Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 3477944, recorded December 21, 2006, of Official Records.

**PARCEL 54: (APN: 011-021-04)**

The West Half (W1/2) of Lots Seven (7), Eight (8), Nine (9), and a portion of Lot Ten (10) South of the center line of the now abandoned, Auburn or English Mill Ditch, in Block "F" of POWNING'S ADDITION TO RENO, Nevada, according to the official map thereof, filed in the office of the County recorder of Washoe County, State of Nevada, on March 17<sup>th</sup>, 1887. SAVING AND EXCEPTING THEREFROM that portion of the East ½ of Lot Ten (10) conveyed under a Grant, Bargain and Sale Deed, filed in the office of the County Recorder of Washoe County, State of Nevada on August 30, 1976, as Document No. 423756, Book 1002, Page 846-847 to CHARLES L. HARPER and W.L. HARPER, as joint tenants with right of survivorship.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 3698562, recorded October 21, 2008, of Official Records.

**PARCEL 55: (APN: 011-021-03)**

The East Half (E1/2) of Lots 7, 8, 9, & 10, lying South of the Auburn Mill Ditch, Block "F", Powning's Addition to the City of Reno, as shown on the map of said addition, recorded in the Office of the County Recorder of the County of Washoe, State of Nevada, the same having a frontage of 70 feet on the North side of Second Street and extending Northerly to the Auburn Mill Ditch.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 3699030, recorded October 22, 2008, of Official Records.

**PARCEL 56: (APN: 011-021-01)**

Lot 1, 2 and 3 in Block F of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, according to the map thereof filed in the office of the County Recorder of Washoe County, State of Nevada on April 10, 1891, and as Tract Map No. 91.

EXCEPTING THEREFROM the Southerly 8.95 feet of Lot 3.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5085479, recorded October 1, 2020, of Official Records.

**PARCEL 57: (APN: 011-021-02)**

**PARCEL 1A:**

Lot 6 and the South 1/2 of Lot 5 in Block F of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891.

**PARCEL 1B:**

The North 25 feet of Lot 5, all of Lot 4 and the South 8.95 feet of Lot 3 in Block F of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891, being more particularly described as follows:

BEGINNING at a point on the Westerly line of Ralston Street, 75 feet Northerly from the intersection of the Westerly line of Ralston Street with the Northerly line of Second Street;

Thence Northerly, along the Westerly line of Ralston Street, a distance of 83.95 feet;

Thence Westerly, at right angle to the Westerly line of Ralston Street, a distance of 140 feet to an alley;

Thence Southerly, along the Easterly line of said alley, a distance of 83.95 feet;

Thence Easterly, and parallel with the Northerly line of Second Street, a distance of 140 feet to the point of BEGINNING

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5216183, recorded August 17, 2021, of Official Records.

**PARCEL 58: (APN: 011-360-27)**

**PARCEL 5:**

BEGINNING at the point of intersection of the Southerly line of land (300.0 feet wide) of Southern Pacific Transportation Company with the center line of Ralston Street (80.0 feet wide), said point bears South 06°14'19" East, 302.65 feet from the Southwesterly corner of Lot No. 1, Block No. 3 of said WESTERN ADDITION; thence North 13°50'00" West, along said center line 180.00 feet to a line parallel with and 20.00 feet Southerly of (measured at right angles) the located center line of said Company's Westbound main track (Ogden to Sacramento); thence North 76°10'00" East, along said parallel line, 760.00 feet to the center line of North Arlington Street (80.00 feet wide); thence South 13°50'00" East along said center line, 80.00 feet to the Easterly prolongation of the Northerly line of that parcel of land as described in Deed dated June 12, 1933, between Central Pacific Railway Company (now Southern Pacific Transportation Company) and D. Zolezzi, recorded July 12, 1993 in Deed Book 93, Page 422, as Instrument No. 62975, Records of said County, said line also being parallel with and 100.00 feet Southerly of (measured at right angles) said Company's Westbound main track; thence South 76°10'00" West along said line 209.88 feet to the Northwesterly corner of said property, as described in said Deed dated June 12, 1933; Thence South 13°50'00" East along the Westerly line of said described property, 100.00 feet to the Southerly line of lands of said Company; Thence South 76°10'00" West along said Southerly line 550.12 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM all minerals and mineral rights, interests and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals located below 500 feet or more below surface; however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith.

FURTHER EXCEPTING THEREFROM those portions conveyed to THE CITY OF RENO, a municipal corporation of the State of Nevada by FINAL ORDER OF CONDEMNATION recorded July 27, 2006, as Document No. 3418528, Official Records, Washoe County, State of Nevada.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4720184, recorded July 3, 2017, of Official Records.

**PARCEL 59: (APN: 011-026-09)**

Parcel A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Geraldine Annette Patrick & Glenwood S. and Eve J. Brevick, Record of Survey Map No. 4327, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on January 21, 2004, as File No. 2983382, Official Records, being more particularly described as follows:

That certain parcel of land situate within Lot 4 in the Southwest quarter of Section 11, Township 19 North, Range 19 East, M.D.B.&M., City of Reno, County of Washoe, State of Nevada, being more particularly described in a boundary line adjustment recorded January 15, 2004, as Document No. 2981556, Official Records, further described as follows:

COMMENCING at the intersection of the East line of Ralston Street with the North line of Church Lane, from which point the South one-quarter corner of said Section 11, bears South 18°05'47" East, 2,359.44 feet;

THENCE along the North line of Church Lane, North 85°59'01" East, 29.50 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North line, North 85°59'01" East, 50.00 feet;

THENCE North 11°16'06" West, 149.36 feet, to a point on the South line of the Southern Pacific Railroad right-of-way;

THENCE along said South line, South 76°57'51" West, 53.36 feet;

THENCE South 12°59'33" East, 100.20 feet;

THENCE South 12°16'17" East, 41.25 feet, to the TRUE POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5010499, recorded March 13, 2020, of Official Records.

**PARCEL 60: (APN: 011-026-05)**

BEGINNING at a point on the North line of Church Lane, formerly known as Humboldt Road, distant thereon North 85°14' East, 79.50 feet from the intersection of the East line of Ralston Street with the Northerly line of said Church Lane;

Thence North 85°14' East, along the North line of Church Lane, 50 feet;

Thence North 11°53'20" West, 157.12 feet, more or less, to the South line of the right of way of the CENTRAL PACIFIC RAILWAY COMPANY;

Thence South 76°11' West, along the South line of said railway company right of way, to point which bears North 11°15' West, 150.96 feet, from the point of beginning;

Thence South 11°15' East, 150.96 feet to the POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 4993595, recorded January 22, 2020, of Official Records.

**PARCEL 61: (APN: 011-026-04)**

**PARCEL 1A:**

Beginning at the intersection of the Northern Line of Church Lane with the Western line of the parcel of land described as Parcel 1 in the deed to the City of Reno, recorded December 28, 1950, in Book 270, Page 246, as Document No. 191237, Deed Records;

Thence along said Northern line of Church Lane the two following courses and distances:

South 84°14' West 61.59 feet and South 84°29' West 162.38 feet;

Thence North 11°52'15" West 100.00 feet;

Thence South 76°11' West 50.85 feet to the Western line of the Lane property;

Thence North 11°53'20" West along the last mentioned line 64.51 feet, more or less, to the Southern right of way line of the Central Pacific Railroad;

Thence North 76°11' East along the last mentioned line 290.90 feet to said Western line of the City of Reno parcel;

Thence South 06°52' East along the last mentioned line 197.91 feet to the point of beginning.

Reference is made to License Survey Map of Lane Property, Record of Survey Map No. 188, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 6, 1952, as File No. 205716, Washoe County Records.

**PARCEL 1B:**

Beginning at the intersection of the Northern line of Church Lane with the Western line of the parcel of land described in the deed to RNI BUILDING CORPORATION, recorded June 1, 1956, in Book 414, Page 210, as Document No. 260556, Deed Records;

Thence along said RNI BUILDING CORPORATION parcel the two following courses and distances; North  $11^{\circ}52'15''$  West 100.00 feet and South  $76^{\circ}11'$  West 50.85 feet to the Western Line of the Lane property;

Thence South  $11^{\circ}53'20''$  East along the last mentioned line 92.61 feet, more or less, to said Northern line of Church Lane;

Thence North  $84^{\circ}29'$  East along the last mentioned line 51.10 feet to the point of beginning. Reference is made to License Survey Map of Lane Property, Record of Survey Map No. 188, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on May 6, 1952, as File No. 205716, Washoe County Records.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5076930, recorded September 15, 2020, of Official Records.

**PARCEL 62: (APN: 011-023-01)**

**PARCEL 3:**

All that certain real property situate in Reno, Washoe County, Nevada, more particularly described as follows, to-wit:

Commencing at a point on the Northerly line of Second Street 50 feet Easterly from the intersection of the Northerly line of Second Street with the Easterly line of an alley running Northerly and Southerly through Block "G" of Pownings Addition to Reno, Nevada;

Thence Northerly parallel with the Easterly line of said alley to the Southerly line of Church Lane, formerly known as the Humboldt Road;

Thence Easterly along the Southerly line of said Church Lane to its intersection with the Westerly line of Stevenson Street;

Thence Southerly along the Westerly line of Stevenson Street to its intersection with the Northerly line of Second Street;

Thence Westerly along the Northerly line of Second Street 90 feet, more or less, to the point of beginning.

Said premises being the Easterly 90 feet of Lot 5 and 6 and the Easterly portion of the fractional unnumbered lot adjoining said Lot 5 on the North, all in Block "G" of Pownings Addition to the Town, now the City of Reno, according to the official amended map thereof filed in the office of the County Recorder of Washoe County, Nevada, on April 10, 1891.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5076930, recorded September 15, 2020, of Official Records.

**PARCEL 63:** (APN: 011-023-02)

**PARCEL 2:**

All that certain real property situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and particularly described as follows, to-wit:

Beginning at the intersection of the North line of Second Street with the Easterly line of an alley running Northerly and Southerly through Block "G" as shown on the AMENDED MAP OF POWNINGS ADDITION TO THE TOWN, NOW CITY OF RENO, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891;  
Thence Easterly along the North line of Second Street, 50 feet;  
Thence Northerly, parallel with the East line of said alley, to the South line of Church Lane, formerly called Humboldt Road;  
Thence Westerly along the South line of said Church Lane, to the Easterly line of said alley;  
Thence Southerly, along the East line of said alley, to the point of beginning;

Said premises being the West 50 feet of Lot 5 and 6 and the West 50 feet of the fractional unnumbered lot adjoining said Lot 5 on the North, all in Block "G", as shown on the above mentioned map.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5076930, recorded September 15, 2020, of Official Records.

**PARCEL 64:** *(APN: 011-023-03)*

The East half of Lot 7, 8 and 9 in Block G of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, Tract Map No. 91, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5216181, recorded August 17, 2021, of Official Records.

**PARCEL 65:** *(APN: 011-023-04)*

COMMENCING at the intersection of the Easterly line of Ralston Street with the Northerly line of Second Street in the City of Reno, Nevada; running thence Easterly along the Northerly line of Second Street, a distance of 70 feet; thence Northerly parallel with the Easterly line of Ralston Street to the Southerly line of what is known as Old Humboldt Road; thence Westerly along the Southerly line of said Humboldt Road to the Easterly line of Ralston Street; thence Southerly along the Easterly line of Ralston Street to the commencement; said premises being the Westerly 70 feet of Lots 7, 8 and 9 in Block G of the AMENDED MAP OF POWNING'S ADDITION TO THE TOWN OF RENO, according to the map thereof filed in the office of the County Recorder of Washoe County, State of Nevada on April 10, 1891.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5157228, recorded March 24, 2021, of Official Records.

**PARCEL 66:** (APN: 011-026-03)

Commencing at the Northeasterly corner of land labeled as the Lane Property, on Record of Survey Map No. 188, recorded N4ay 6, 1952, Official Records of Washoe County;  
Thence, Southerly along the Easterly line of said parcel, South 06"52' East, to the Southerly line of Church Lane,  
Thence, Westerly along said Southerly line, to the Easterly right-of-way of Stevenson Street;  
Thence, Southerly along said Easterly right-of-way line, to the Northerly line of West Second  
Thence, Easterly along said Northerly right-of-way line to the Southwesterly corner of the parcel of land described in Document No. 3277623, recorded September 15, 2005, Official Records of Washoe County,  
Thence, Northerly along the Westerly line of said parcel to the Northwesterly corner of said parcel;  
Thence, Westerly to the TRUE POINT OF BEGINNING.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 3656379, recorded June 3, 2008, of Official Records.

**PARCEL 67:** (APN: 011-026-02)

Beginning at the intersection of the northern line of West Second Street with the western line of Chestnut Street (now known as North Arlington Avenue), as said streets are shown on the Amended Map of Powning's Addition to the Town, now City of Reno, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891;

Thence South 76 degrees 12' West along said northern line of West Street, 175.00 feet;  
Thence North 6 degrees 32'14" West 322.44 feet to the southern right of way line of the Central Pacific Railroad;  
Thence North 76 degrees 11' East along said southern right of way line of Central Pacific Railroad and along the southern wall of a brick building on said right of way line 133.11 feet to said western line of Chestnut Street (now known as Arlington Avenue);  
Thence South 14 degrees 00' East along the last mentioned line 319.91 feet to the Point of Beginning;

Being a portion of lot 7 and all of lot 6, in Block H on the Amended Map of Powning's Addition to the Town, now City of Reno, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 10, 1891; and a Portion of Section 11, Township 19 North, Range 19 East, M.D.B.&M.

*NOTE:* The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Washoe County, Nevada, as Document No. 5007157, recorded March 4, 2020, of Official Records.

**PARCEL 68:** (APN: 006-152-01)

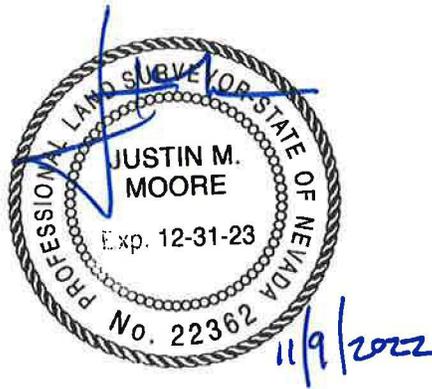
BEING all of that certain real property as shown on Record of Survey for Masonic Memorial Gardens, recorded April 17, 2000, as File No. 2439493, Official Records of Washoe County, Nevada.

**END OF DESCRIPTIONS**

**SEE EXHIBIT A-1 and A-2 attached hereto and made a part hereof.**

Prepared By:

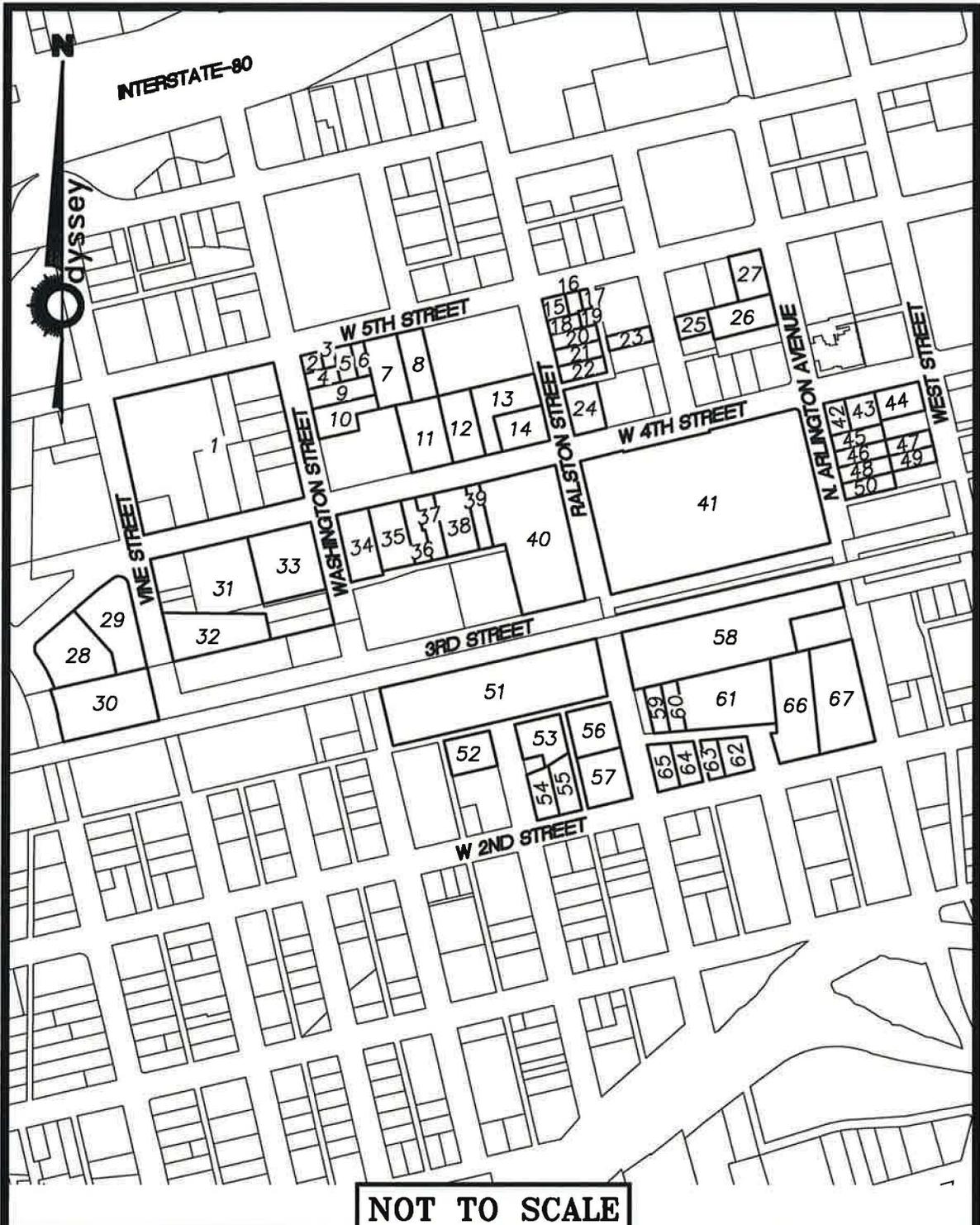
**ODYSSEY ENGINEERING, INC.**  
Justin M. Moore, P.L.S.  
Nevada Certificate No. 22362  
895 Roberta Lane, Suite 104,  
Sparks, NV 89431



**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "A-2"**

**[PROPERTY MAP]**



NOT TO SCALE



**EXHIBIT A-1**

WWW.ODYSSEY-CIVIL-ENGINEERING.COM

**Odyssey**

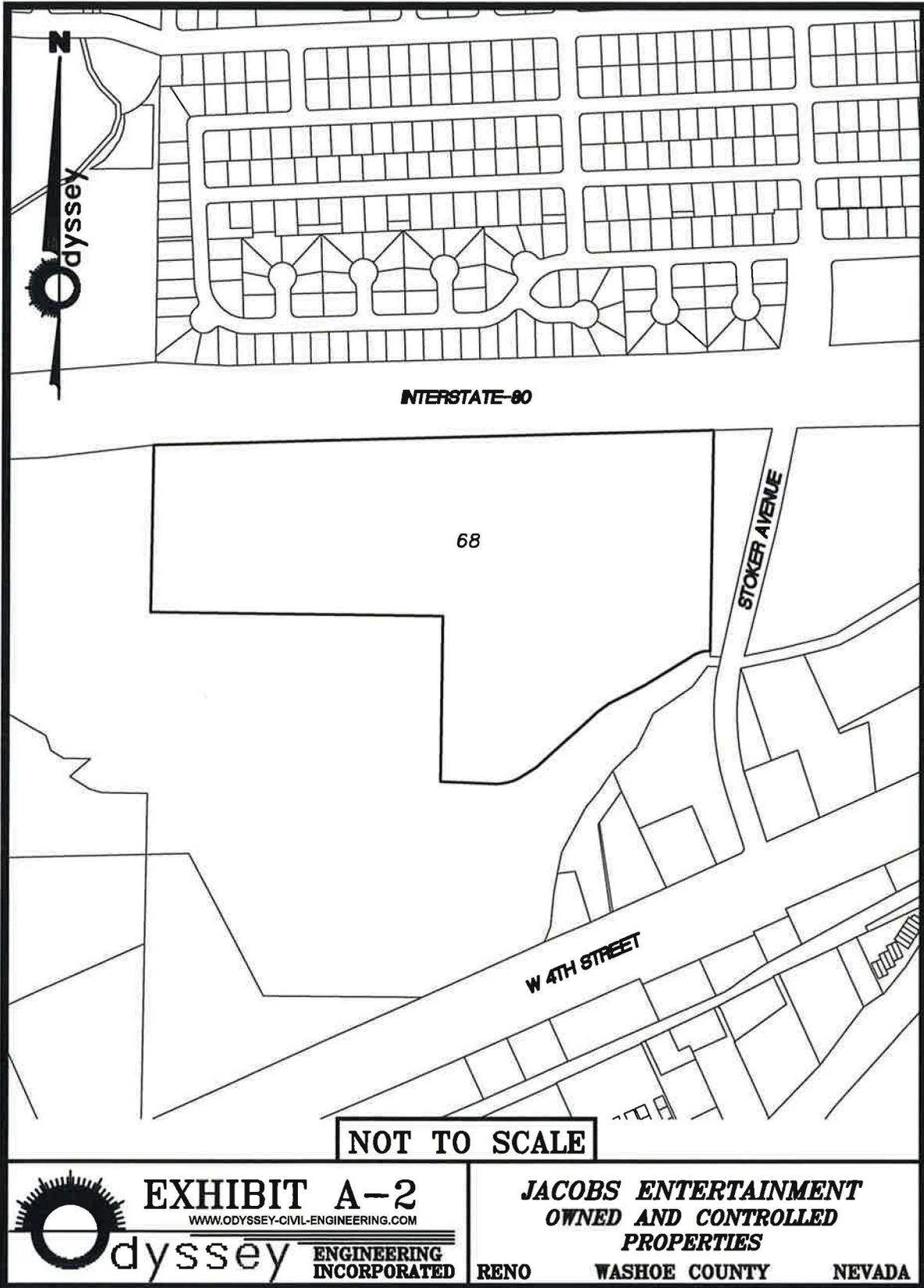
**ENGINEERING  
INCORPORATED**

**JACOBS ENTERTAINMENT  
OWNED AND CONTROLLED  
PROPERTIES**

**RENO**

**WASHOE COUNTY**

**NEVADA**



**NOT TO SCALE**



**EXHIBIT A-2**

[WWW.ODYSSEY-CIVIL-ENGINEERING.COM](http://WWW.ODYSSEY-CIVIL-ENGINEERING.COM)

**Odyssey**

**ENGINEERING  
INCORPORATED**

**JACOBS ENTERTAINMENT  
OWNED AND CONTROLLED  
PROPERTIES**

**RENO**

**WASHOE COUNTY**

**NEVADA**

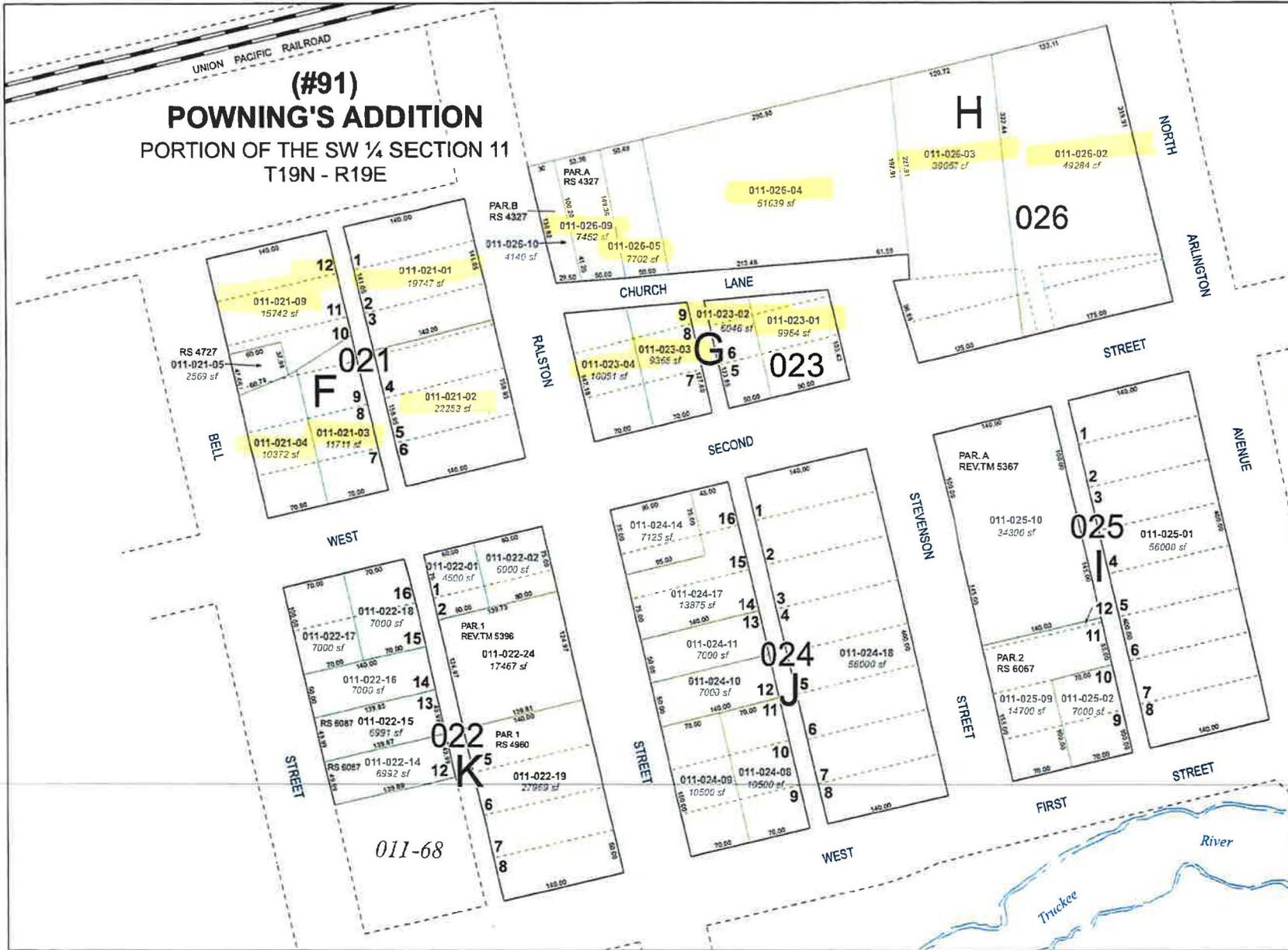
**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "B"**

**[ASSESSOR'S MAPS]**

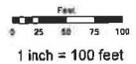
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**(#91)  
POWNING'S ADDITION**  
PORTION OF THE SW ¼ SECTION 11  
T19N - R19E



Assessor's Map Number  
**011-02**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
1001 East Winn Street, Building D  
Reno, Nevada 89512  
(775) 328-2231

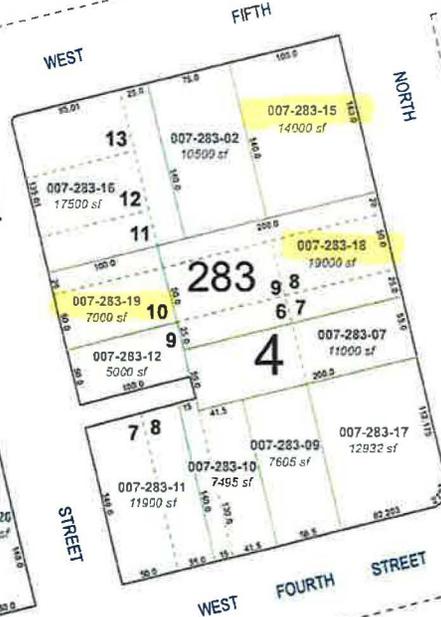
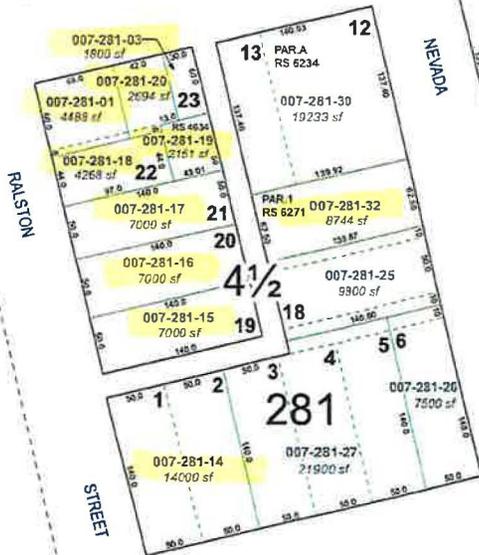


created by: CFB 03/22/2010  
updated: SR 11/19/19 SR 12/11/19.v4  
SR 04/09/20 SR 09/16/21

area previously shown on map(s):  
  
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

**(#144)  
WESTERN ADDITION**

RICHARDSON'S SURVEY OF  
BLOCK 4 & 4½, WESTERN  
ADDITION (UNRECORDED)



**(#94 & #95)  
RENO TOWNSITE  
POR. OF N 1/2 SECTION 11  
T19N - R19E**



Assessor's Map Number

**007-28**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE

1001 East Ninth Street, Building D  
Reno, Nevada 89512  
(775) 328-2231



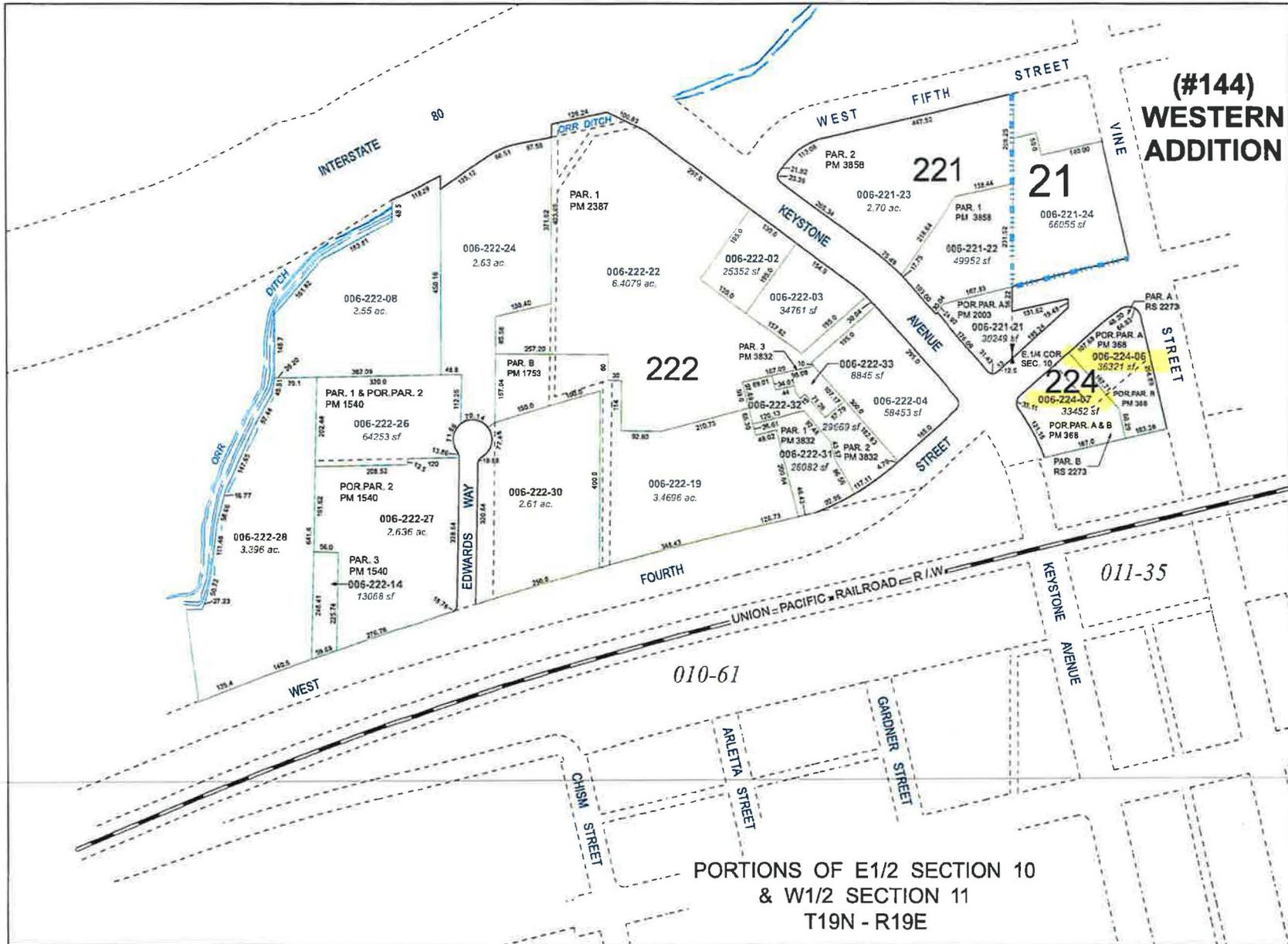
Scale bar showing 0, 25, 50, 75, 100 feet.  
1 inch = 100 feet



created by: TWT 09/12/2012  
updated: KSB 05/31/17 KSB 02/20/20  
SR 11/13/20 SR 02/23/21 SR 06/22/21

area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

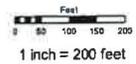


PORTIONS OF E1/2 SECTION 10  
& W1/2 SECTION 11  
T19N - R19E

Assessor's Map Number  
**006-22**

**(#144)  
WESTERN  
ADDITION**

STATE OF NEVADA  
**WASHOE COUNTY  
ASSESSOR'S OFFICE**  
1001 East North Street, Building D  
Reno, Nevada 89512  
(775) 328-2231



created by: CFB 07/22/2009  
updated: CFB 5/31/12 SR 12/13/17  
JKF 11/5/19

area previously shown on map(s):  
  
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

PORTION OF E 1/2 SECTION 10 & W 1/2 SECTION 11  
T19N - R19E

Assessor's Map Number

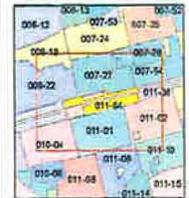
**011-64**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE

1001 East Ninth Street, Building C  
Reno, Nevada 89512  
(775) 328-2231



1 inch = 200 feet



created by: CFB 05/01/2012

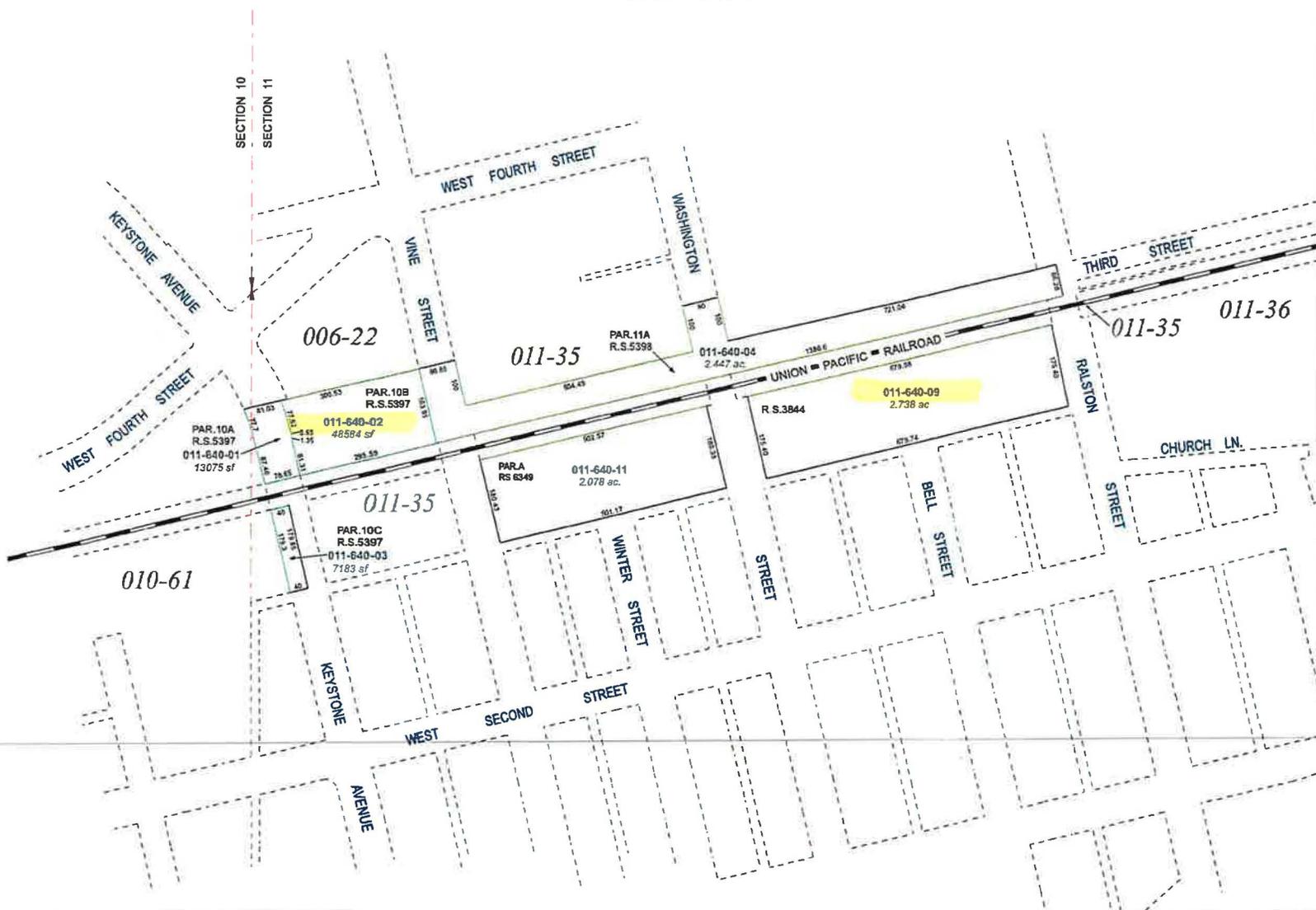
updated: CFB 05/03/12 KSB 03/18/22

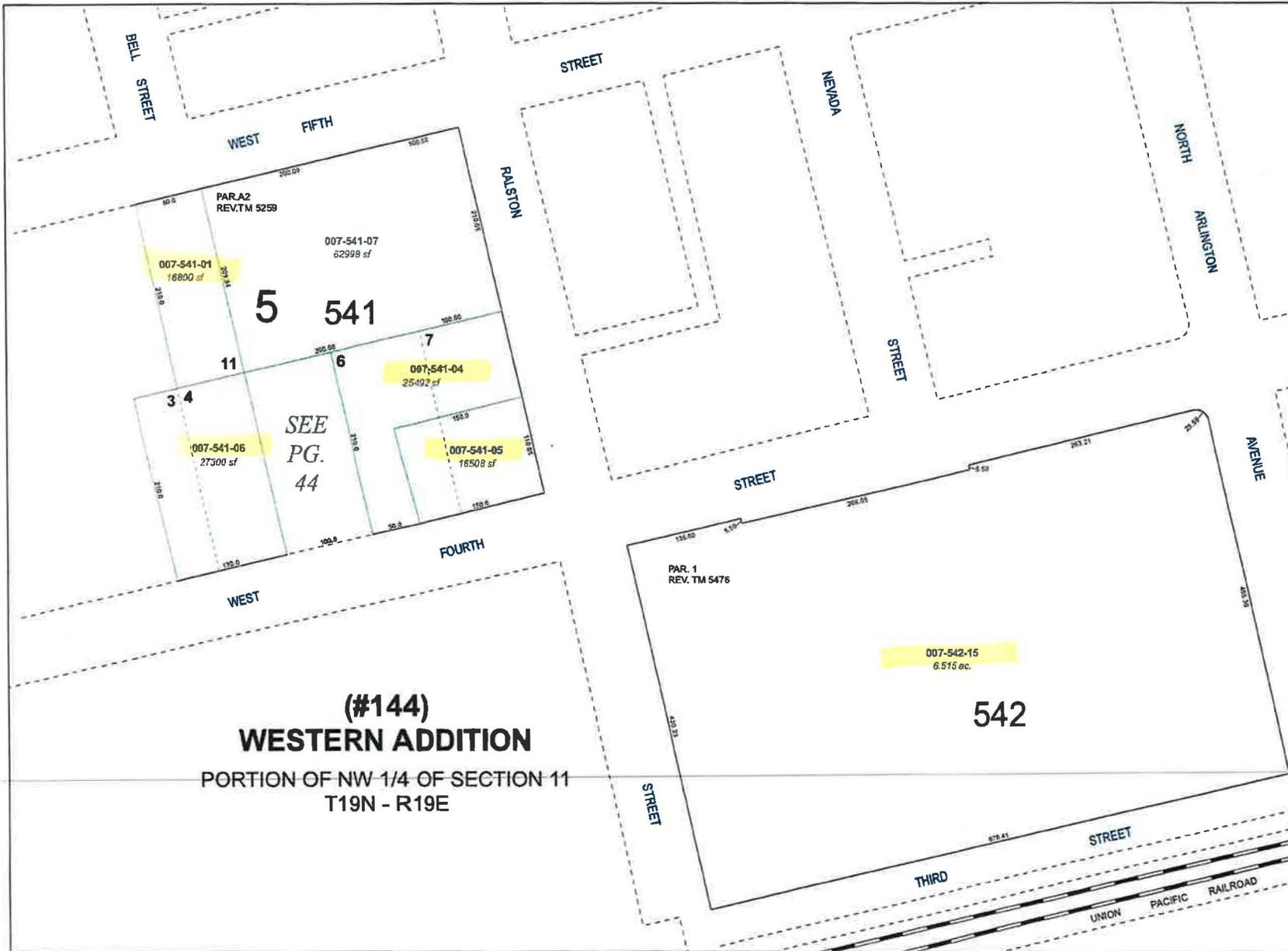
SR 04/01/22 SR 04/04/22

area previously shown on map(s):

011-35

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.





**(#144)**  
**WESTERN ADDITION**  
 PORTION OF NW 1/4 OF SECTION 11  
 T19N - R19E

Assessor's Map Number  
**007-54**

STATE OF NEVADA  
**WASHOE COUNTY**  
 ASSESSOR'S OFFICE  
 1001 East Ninth Street, Building D  
 Reno, Nevada 89512  
 (775) 336-2221

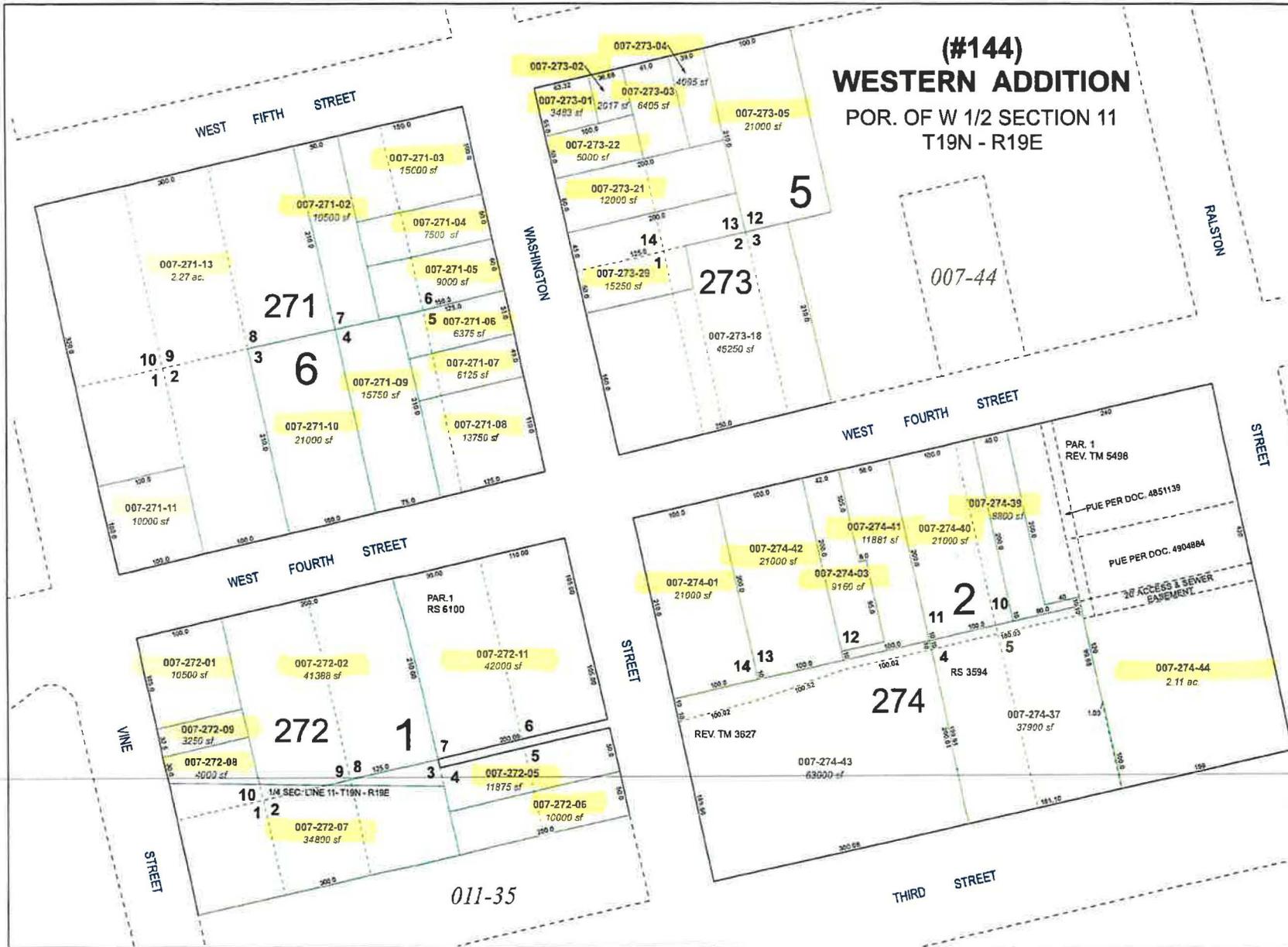


Feet  
 0 25 50 75 100  
 1 inch = 100 feet



created by: TWT 09/12/2012  
 updated: SR 4/04/18 KSB 7/09/19  
SR 11/13/20 KSB 5/18/22  
 was previously shown on map(s):  
007-28

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data described hereon.



**(#144)  
WESTERN ADDITION  
POR. OF W 1/2 SECTION 11  
T19N - R19E**

Assessor's Map Number  
**007-27**

STATE OF NEVADA  
**WASHOE COUNTY  
ASSESSOR'S OFFICE**  
1001 East Ninth Street, Building D  
Reno, Nevada 89512  
(775) 326-2231



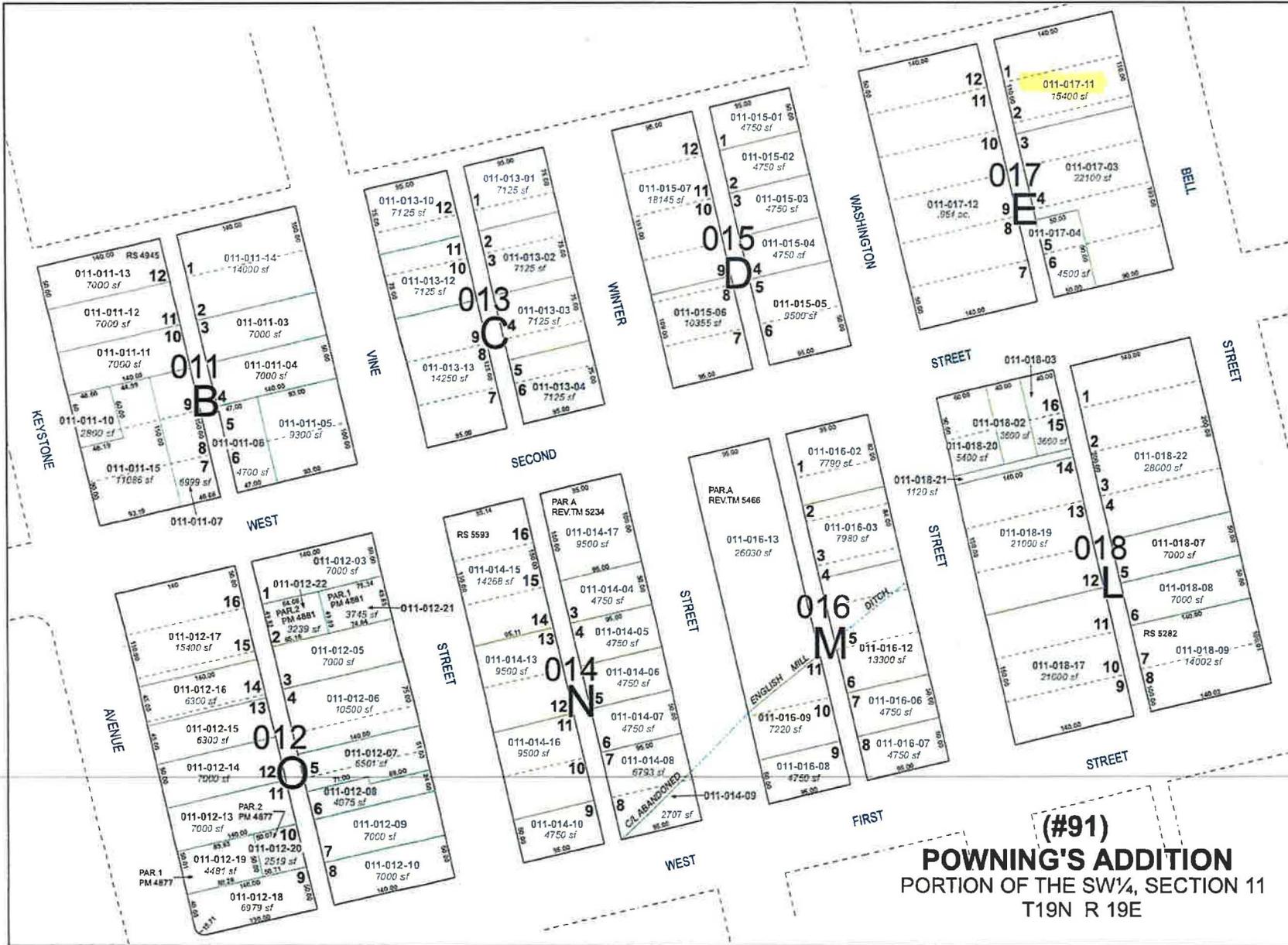
Scale: 0 25 50 75 100 Feet  
1 inch = 100 feet



created by: TWT 09/11/2012  
updated: KSB 10/25/16 KSB 04/04/19  
SR 11/09/19 SR 11/13/20 JRA 07/11/22

area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.



Assessor's Map Number  
**011-01**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
1001 East Irish Street, Building D  
Reno, Nevada 89512  
(775) 328-2231

1 inch = 100 feet

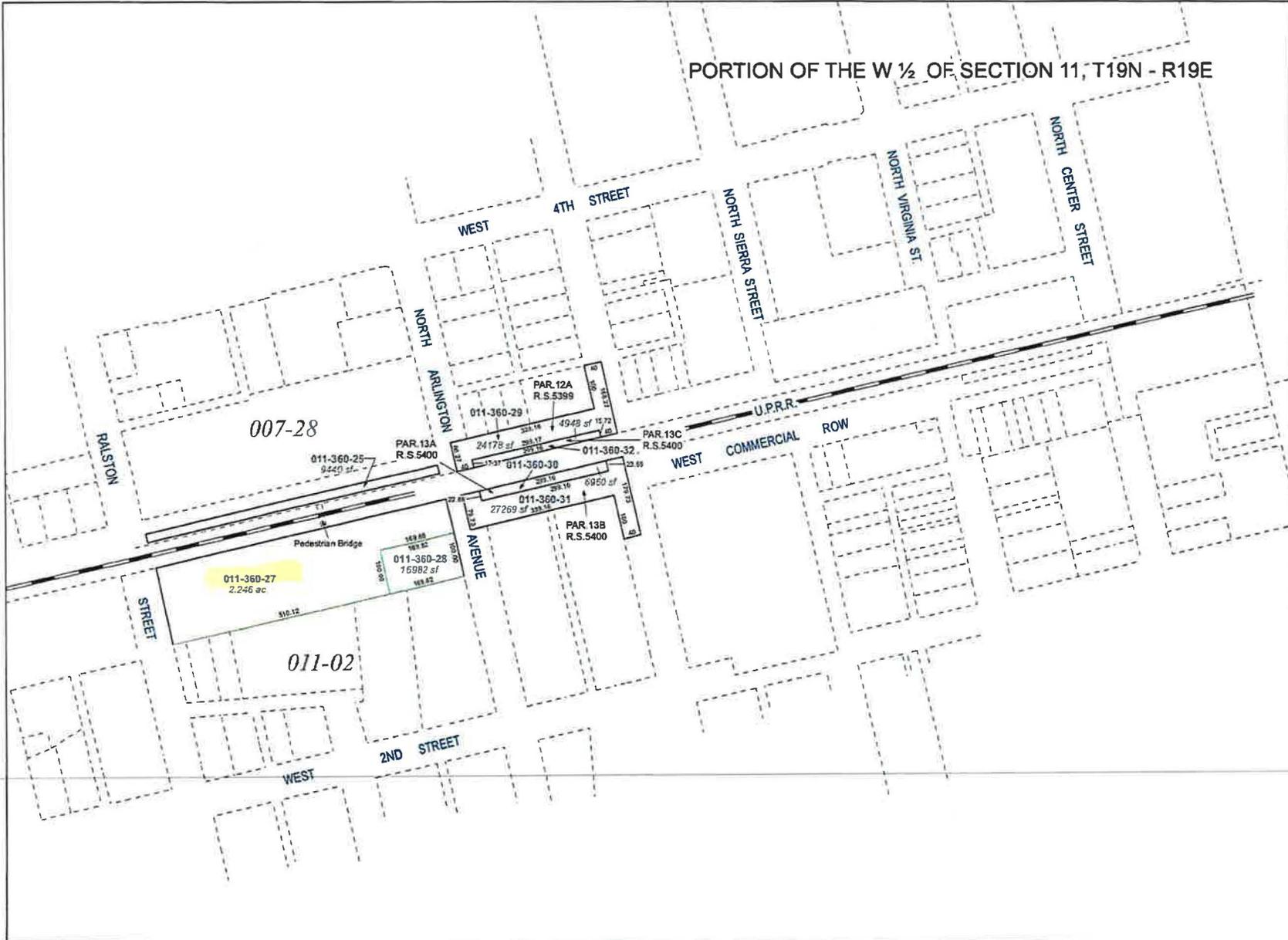
created by: CFB 03/22/2010  
updated: JKF 11/01/17 SR 09/16/21  
SR 01/06/22

area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

**(#91)**  
**POWNING'S ADDITION**  
PORTION OF THE SW<sup>1</sup>/<sub>4</sub>, SECTION 11  
T19N R 19E

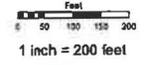
PORTION OF THE W 1/2 OF SECTION 11, T19N - R19E



Assessor's Map Number  
**011-36**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Ninth Street  
Building D  
Reno, Nevada 89512  
(775) 328-2231



created by: **CFB 03/22/2010**

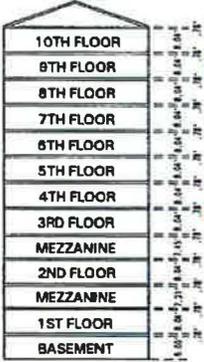
last updated: **CFB 05/03/2012**

area previously shown on map(s)  
**011-35**

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

(#3968)  
**BELLA VISTA CONDOMINIUMS  
A CONDOMINIUM SUBDIVISION**

A PORTION OF THE NW 1/4 SECTION 11  
T19N - R19E

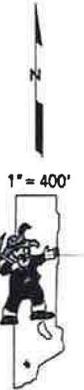
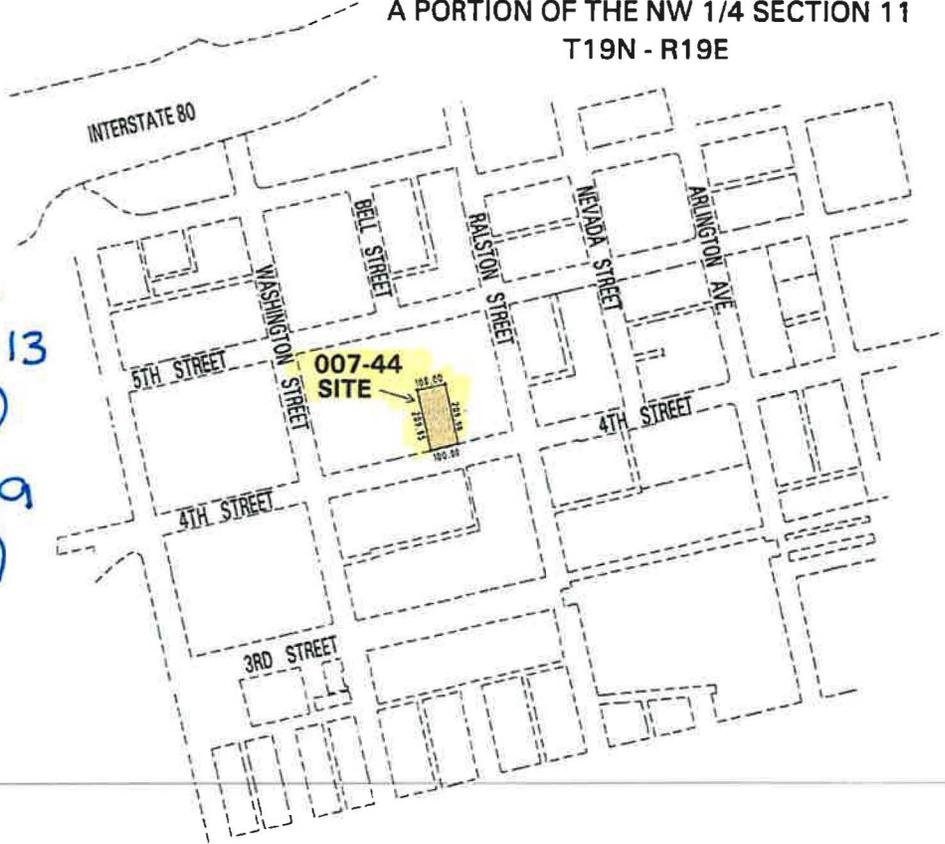


**AIRSPACE DIAGRAM**  
(NOT TO SCALE)

Parcel 12

\* 007-443-13  
(unit 505)

\* 007-443-19  
(unit 601)



NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

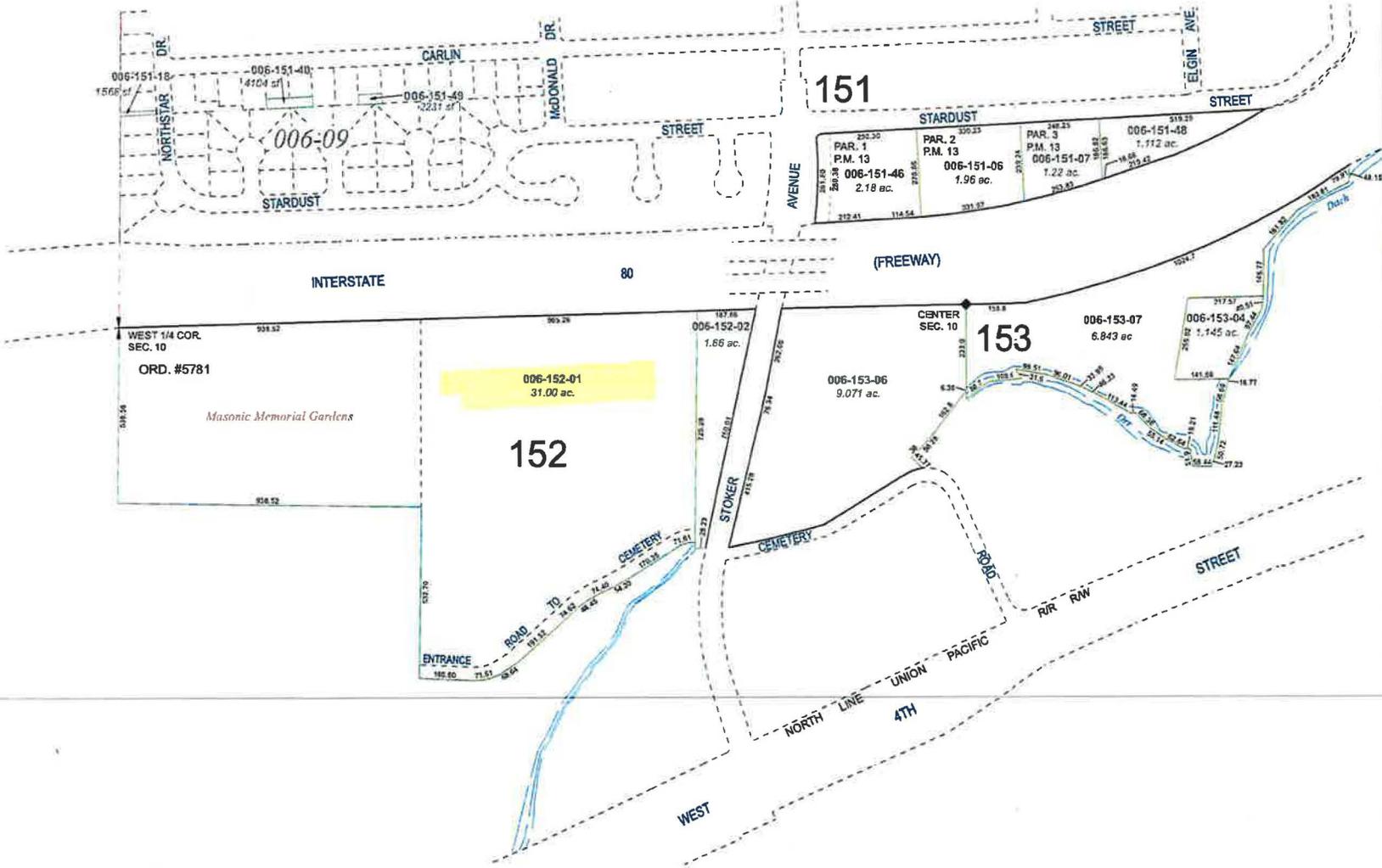
Office of Washoe County Assessor, Nevada - Robert W. McGowan

This area previously shown on 7-27

NOTE: Areas of parcels which are less than 2 acres are shown in square feet.

Drawn by	HCS 7/10/01
Revised	HCS 10/16/01

PORTION OF SECTION 10, T19N - R19E



Assessor's Map Number  
**006-15**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Ninth Street  
Building D  
Reno, Nevada 89512  
(775) 306-2231



1 inch = 300 feet



created by: TWT 8/10/2012

last updated:

area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "C"**

**[DISTRICT MAP]**



**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "D"**

**[STREETLIGHTS]**

Torres

Area light, 7 luminaire at 22' and 4 luminaire at 14', both with RGB halo's, 90° RGB strip light between luminaires, custom cover plate

Date: 2/7/2019

Project 6th Street-Reno

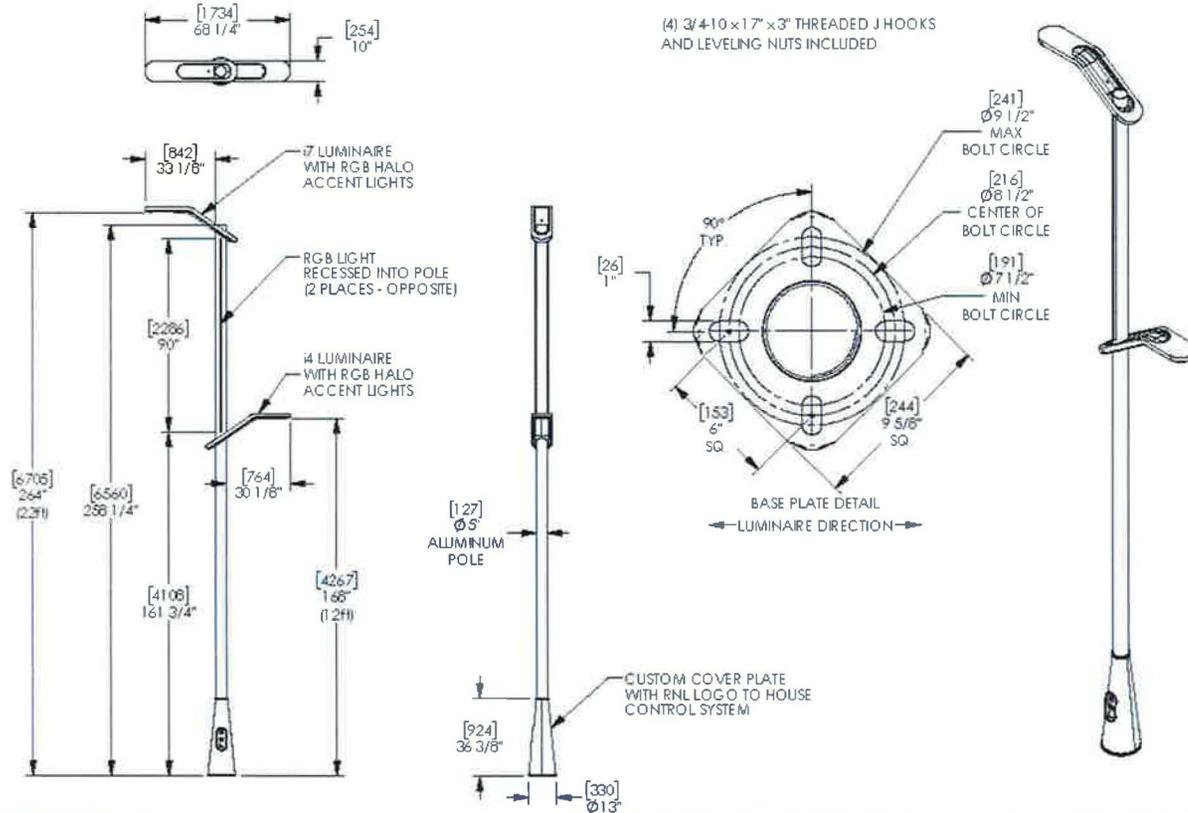
Special Products Drawing

www.landscapeforms.com

Ph: 800.521.2546

Order: 0006275910 Line:1

Qty: 1



AI-899-06024: Torres Area Light with luminaires at 22ft and 14ft heights. 3000K CCT. RGB halo around each luminaire. 5in diameter aluminum pole with recessed RGB strip light between luminaires. With custom base cover. Powdercoat color: Titanium

Accepted by

landscapeforms

Drawing: AH999-06024  
Dimensions are in inches [mm]

CONFIDENTIAL DRAWING INFORMATION CONTAINED HEREIN IS THE PROPERTY OF LANDSCAPE FORMS, INC. INTENDED USE IS LIMITED TO DESIGN PROFESSIONALS SPECIFYING LANDSCAPE FORMS, INC PRODUCTS AND THEIR DIRECT CLIENTS. DRAWING IS NOT TO BE COPIED OR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF LANDSCAPE FORMS, INC. © 2018 LANDSCAPE FORMS, INC. ALL RIGHTS RESERVED

**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "E"**

**[EXISTING PEDESTRIAN AMENITIES]**

**[Preliminary List from the Master Developer]**

Exhibit E - Pedestrian Amenities

Phase	Item	2018	2019	2020	2021	Total
Phase 1	Misc. Site Work - Soil Compaction Testing		\$ 10,509.00			\$ 10,509.00
Phase 1	Art - Footings/Transfer Beam/Electrical Rough In and Conduit		\$ 282,027.00			\$ 282,027.00
Phase 1	Art Plazas - Site work, Excavation, CMU wall, New Sidewalk, Art Install Supervision		\$ 630,516.04			\$ 630,516.04
Phase 1	Art - Install Warrior/Desert Guard		\$ 36,316.33			\$ 36,316.33
Phase 1	Art - Install Rearing Horse		\$ 5,470.00			\$ 5,470.00
Phase 1	Art - Install Squared		\$ 26,700.00			\$ 26,700.00
Phase 1	Art - Install Bloom		\$ 7,352.00			\$ 7,352.00
Phase 1	Trench/Excavation for Power at Pads 1 and 2		\$ 28,865.00			\$ 28,865.00
Phase 1	Knee Wall - Paint		\$ 4,100.00			\$ 4,100.00
Phase 1	Lighting - Knee Wall - LED Strips & Control Equipment		\$ 87,488.00			\$ 87,488.00
Phase 1	Art Plazas (4) - Benches		\$ 30,353.40			\$ 30,353.40
Phase 1	Art Plazas (4) - Trash Cans		\$ 3,825.51			\$ 3,825.51
Phase 1	Art Plazas (4) - Sound/Audio		\$ 52,082.76			\$ 52,082.76
Phase 1	Art Plazas (4) - Site Lighting		\$ 23,360.22			\$ 23,360.22
Phase 1	Fiber Loop / Low Voltage / Install		\$ 86,375.11			\$ 86,375.11
Phase 1	Civil Engineer / Special Inspections	\$ 5,560.00	\$ 40,322.92			\$ 45,882.92
Phase 1	Structural Engineer - Linchpin	\$ 5,310.00	\$ 12,550.50			\$ 17,860.50
Phase 1	Lighting Design - 1	\$ 3,775.00	\$ 16,381.25			\$ 20,156.25
Phase 1	Lighting Design - 2		\$ 26,634.04			\$ 26,634.04
Phase 1	Construction Manager	\$ 8,050.00	\$ 31,404.55			\$ 39,454.55
Phase 1	Renderings - Viz Pix		\$ 12,200.00			\$ 12,200.00
Phase 1	Art Consultant / Install		\$ 14,900.00			\$ 14,900.00
Phase 1	Audio Engineer		\$ 22,800.00			\$ 22,800.00
Phase 2	Art - Install Longivew the Polar Bear			\$ 6,840.00		\$ 6,840.00
Phase 2	Art - Install Broken But Not Together			\$ 1,959.00		\$ 1,959.00
Phase 2	Pull fiber, cable gateway boxes & commission for neon wall light and Wifi			\$ 46,617.47		\$ 46,617.47
Phase 2	Hardscape - Benches (material only)		\$ 15,176.16			\$ 15,176.16
Phase 2	Trash Cans			\$ 2,867.49		\$ 2,867.49
Phase 2	Speakers for two art plazas		\$ 13,934.87	\$ 2,920.65		\$ 16,855.52
Phase 2	Historic Neon Signs - Design, touch up, fabrication, installation (removed permit fees)		\$ 121,500.00	\$ 121,500.00		\$ 243,000.00
Phase 2	Educational signs and install		\$ 1,789.34			\$ 1,789.34
Phase 2	Lighting - Knee Wall - LED Strips & Control Equipment - Knee Wall (materials) & install		\$ 25,000.00	\$ 93,855.00		\$ 118,855.00
Phase 2	Knee Wall - Paint			\$ 6,715.00		\$ 6,715.00
Phase 2	Civil Engineer		\$ 16,250.00			\$ 16,250.00
Phase 2	Art consultant		\$ 1,154.40	\$ 2,425.00		\$ 3,579.40
Phase 2	Structural Design - Polar Bear		\$ 6,000.00			\$ 6,000.00
Phase 2	Light and Audio Design / Snow Curation		\$ 14,064.76	\$ 13,504.38		\$ 27,569.14
Phase 2	Construction Consultant		\$ 6,568.42	\$ 19,305.17		\$ 25,874.59
Phase 2	Geo Tech - Soil Compaction Testing & Special Instructions		\$ 4,567.00	\$ 7,899.25		\$ 12,466.25
Phase 2	Renderings		\$ 2,000.00			\$ 2,000.00
Phase 2	Structural Design - Broken, Knee Wall, Horse 2, Tara		\$ 16,811.25	\$ 1,437.50		\$ 18,248.75
Phase 3	Installation of Bee Dance				\$ 12,240.00	\$ 12,240.00
Phase 3	Sprouts - cost build and install				\$ 15,000.00	\$ 15,000.00
Phase 3	Art - Install Tara				\$ 5,192.00	\$ 5,192.00
Phase 3	Pull fiber, cable gateway boxes & commission for neon wall light and Wifi, infrastructure				\$ 36,130.00	\$ 36,130.00
Phase 3	Hardscape - Benches (material only)				\$ 8,426.27	\$ 8,426.27
Phase 3	Pad 7 - hardscape / provide and install pavers				\$ 59,297.00	\$ 59,297.00
Phase 3	Pad 7 - 6 ft fence and one gate, 2 gates at Chape, 1 fence around Bee, fence and two gates				\$ 11,221.00	\$ 11,221.00
Phase 3	Lighting - LED Strip & Control Equipment - Knee Wall (materials) & install				\$ 45,565.00	\$ 45,565.00
Phase 3	Paint 350 LF knee wall, and stain Tara wood deck				\$ 3,435.00	\$ 3,435.00
Phase 3	Art Consultant				\$ 3,050.00	\$ 3,050.00
Phase 3	Construction Consultant				\$ 20,336.08	\$ 20,336.08
Phase 3	GeoTech Engineer				\$ 10,325.50	\$ 10,325.50
Phase 3	Structural Design - Bee Dance				\$ 500.00	\$ 500.00
Phase 3	Structural Design - Bees & Sprouts. Tara and Horse are done.				\$ 8,925.00	\$ 8,925.00
Total		\$ 22,695.00	\$ 1,735,560.49	\$ 329,636.25	\$ 239,642.44	\$ 2,327,534.18

**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "F"**

**[EXISTING SEWER CONNECTION FEE CREDITS]**

**[Preliminary List from the Master Developer]**

**Jacobs Real Estate Owned - Reno, Nevada (ownership by various entities) - Demolished Properties**

										SEWER CREDITS				
Street Address	APNs (as of 10/2021)	Former Use	Demo Permit	Demo Date (final inspection)	CREDIT EXPIRATION DATE	Sewer Account	SFR UNITS	MFR UNITS	COMMERCIAL FIXTURES	CREDIT VALUE	NOTES			
360 N. Arlington	007-285-17	Star Motel	BLD18-08782	4/23/2018	4/22/2023	854542	1		120	\$41,776	Star Motel			
330 N. Arlington	007-285-24	El Ray Motel	BLD18-06758	4/23/2018	4/22/2023	852740	1		112	\$39,416	Also formerly AKA Deep Sleep Inn			
330 N. Arlington	007-285-23	El Ray Motel		4/23/2018	4/22/2023	852740				\$0	Same account / demo permit for Deep Sleep Inn			
322 N. Arlington	007-285-15	Keno Motel (Arlington St.)	BLD18-06757	4/23/2018	4/22/2023	866117			168	\$49,560	Placed in waiver on 1-10-20.			
331 West St.	007-285-08	Keno Motel (West St.)	BLD18-07510	7/1/2018	6/30/2023	866466			378	\$111,510	Nevada River Inn			
365 W. St.	007-285-07	City Center Motel	BLD18-07509	7/1/2018	6/30/2023	852726			159	\$46,905	Small hotel? No name			
200 W. 4th St.	007-285-18	Mardi Gras Motel	BLD19-06053	4/23/2019	4/22/2024	866454			282	\$83,190	Mardi Gras Hotel			
280 W. 4th St.	007-285-01	Lido Inn	BLD19-06052	4/23/2019	4/22/2024	884561			220	\$64,900	Lido Inn			
260 W. 4th St.	007-285-02	In Town Motel	BLD19-06054	4/23/2019	4/22/2024	852738			206	\$60,770				
455 N. Arlington Ave.	007-283-15	Star Dust Motel	BLD18-00351	10/1/2017	9/30/2022	870998			251	\$74,045	Star Dust Motel			
437 N. Arlington Ave.	007-283-18	Star Dust Apartments	BLD18-02366	10/1/2017	9/30/2022	1013156			296	\$87,320	Star Dust Apts			
436 Ralston	007-281-16	House	BLD19-00285	2/21/2019	2/1/2024	350596	1			\$6,376	SFR- Placed in waiver on 1-10-20			
488 W. 5th Street	007-281-01	House	BLD18-07678	7/9/2018	7/8/2023	872283	4			\$25,504	4 SFR units			
452 Ralston	007-281-18	House	BLD18-07680	4/23/2018	4/22/2023	459495	1			\$6,376	SFR- Placed in waiver on 1-10-20			
422 W. 5th Street	007-281-03	Two Houses	BLD19-02669	2/21/2019	2/20/2024	308426	3			\$19,128	One house and one duplex?			
525 W. 4th St.	007-541-04	Crest Inn Motel	BLD20-05954	5/23/2019	5/22/2024	867537				\$21,640	Based on credits and conversion from motel to room rentals. Credits partially used for BLD19-04201 (conversion). Net remaining is \$21,640. See APN tag in Accela.			
501 W. 4th St.	007-541-05	Gas Station / C - Store	BLD19-07231	5/13/2019	5/12/2024	867408	1			\$6,376	16 Commercial fixtures, default to SFR minimum.			
600 W. 5th St.	007-541-01	Bar / Restaurant	BLD18-06761	3/19/2018	3/18/2023	902351	1			\$6,376	Assume default SFR minimum. No fixtures documented.			
690 W. 4th	007-274-01	Carriage Inn (motel)	BLD18-01320	10/1/2017	9/30/2022	865125			486	\$143,370	Carriage Inn			
670 W. 4th	003-374-03 NEW APN 007-274-42	2nd part of Carriage Inn and Liquor Store (retail)	BLD18-01319	10/1/2017	9/30/2022	873005 873017			316	\$93,220	280 for Carriage Inn and 36 for retail			
500 W. 4th	007-274-10	Tire Center	BLD18-02365	10/1/2017	9/30/2022	853380	2			\$12,752	2 SFR			
375 Ralston	003-374-11 NEW APN 007-274-34	Dwelling (Boarding House / Multiple Units)	BLD18-03680	1/1/2018	12/31/2022	863139				\$22,681	Some conflicting info, using sewer billing method (10 room rentals). Also shared kitchen			
339 Ralston	007-274-12	House / Single Family Residence	BLD18-07251	7/23/2018	7/22/2023	509343	1			\$6,376	House "moved" off-site. Not yet in waiver, add to waiver (emailed Jibri 1-15-20)			
511 3rd Street	007-274-16	House / Single Family Residence	BLD17-04064	1/4/2017	1/3/2022	507462	1			\$6,376	1 SFR			
345 Ralston	003-374-13 NEW APN 007-274-36	Dwellings (Boarding House / Multiple Units)	BLD18-03245	11/15/2017	11/14/2022	891447	1			\$6,376	Same sewer account as 347 Ralston, demo'd separately.			
347 Ralston	003-374-14 NEW APN 007-274-36	Dwellings (Boarding House / Multiple Units)	BLD18-07150	6/26/2018	6/25/2023	891447				\$16,328	Credit calculated from 8 room rentals. Same sewer account as 345 Ralston, demo'd separately.			
333 Ralston	007-274-14	Dwelling (Boarding House / Multiple Units)	BLD19-03958	3/26/2019	3/25/2024	851784				\$18,599	8 room rentals and 1 shared kitchen			
616 W. 4th	007-274-03	Pawn Shop	BLD18-04687	10/1/2017	9/30/2022	864779	1			\$6,376	Silver and Gold, few fixtures, default to SFR minimum			
614 W. 4th	007-274-03	6 plex apartments	BLD18-01757	10/1/2017	9/30/2022	853720		6		\$32,670	6-plex			
530/540 W. 4th St.	007-274-06, 32	Restaurant / Bar	?	2008	NA	853005			26	\$7,670	Former bar, mostly demolished in 2008. Demo of remnants in 2016. Pre-2011 demo not previously identified, can maintain sewer account to keep credits (as of current policy). Fixtures documented in BLD08-07627.			
720 W. 4th St.	007-272-03	Donner Inn (motel)	BLD18-02364	10/1/2017	9/30/2022	850974			274	\$80,830	Donner Inn Motel			
600 W. 4th St.	007-274-04	Office Building	BLD18-06755	3/12/2019	3/11/2024	867915	1			\$6,376	No fixture count, presume minimum SFR value.			
638 W. 5th St.	007-273-01	1 building - residential and retail use	BLD19-05777	7/1/2019	6/30/2024	581327	1			\$6,376	16 fixtures, default to minimum SFR value.			
634 W. 5th St.	007-273-02	1 building - residential and retail use	BLD18-03243	11/13/2017	11/12/2022	306375	1			\$6,376	Minimum SFR value.			
612 W. 5th St.	007-273-04	Small office building	BLD18-04684	2/1/2018	1/31/2023	871849	1			\$6,376	Minimum SFR value.			
452/454 Washington	007-273-22	2 buildings - a single family house, and small retail shop	BLD19-06894	7/1/2019	6/30/2024	854528	2			\$12,752	Placed in waiver 10-7-19 but don't see it on waiver spreadsheet?			
435 W. 4th St.	007-281-14	2 buildings used for storage	NA	NA	NA	856538				\$0	SA 856538 inactivated in 2014 per notes. Expired. Although there was still a building (just a shell?) sewer account had been terminated.			
360 Ralston	003-643-09 NEW APN 007-542-11	Austin Arms Motel	BLD19-02515	3/31/2020	3/30/2025	852855			92	\$27,140	Demo of "5,200 sq foot building"			
447 Nevada	007-281-09	Two houses	BLD20-02197 and BLD20-02198	1/2/2020	1/1/2025	351265	2			\$12,752	2 SFRs			
601 W. 4th St.	007-541-06	n/a	?							\$0	I see renovation permits, but no demolition?			
810 W. 4th St.	006-224-06	Meineke and Dry Cleaner	BLD21-08853	5/7/2021	5/6/2026	901967			71	\$20,945				
518 W. 4th	007-274-09	Tire Center	?								? Cannot find associated demo or credits			
303 W. 2nd St.	011-026-02	Townhouse Motel	BLD21-05684	3/23/2021	3/22/2026	850675			690	\$203,550	Townhouse Motel			
437 Church Ln.	011-026-09	10 Multi-family units.	BLD21-08458 and -08459	6/30/2020	6/29/2025	851576		10		\$54,450	10 units. Demo docs state 16, but finance was only billing 10. Using 10 MFR units for credit value			
439 Nevada St.	007-281-10	Single Family	BLD21-11863	PENDING	PENDING	910279	1			\$6,376	if complete, final inspection needs to be scheduled and completed			
<b>TOTAL =</b>										<b>\$1,568,261</b>				

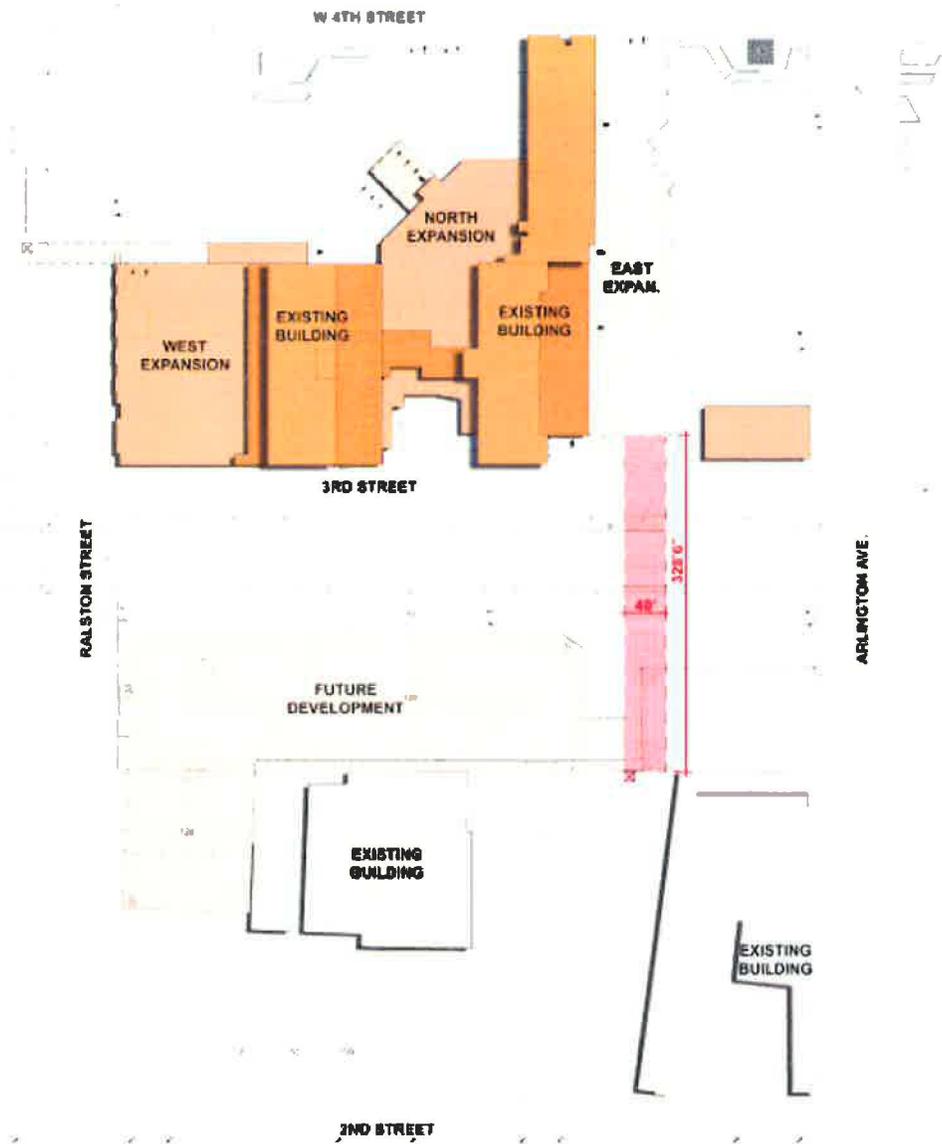
**Excluded Properties (Properties in operation, not demolished yet, or vacant land, etc. )**

<b>Street Address</b>	<b>APNs (as of 10/2021)</b>	<b>Former Use</b>		
345 N. Arlington	007-542-03	no change since acquisition		
345 N. Arlington	007-542-04	no change since acquisition		
345 N. Arlington	007-542-05	no change since acquisition		
345 N. Arlington	007-542-06	no change since acquisition		
345 N. Arlington	007-542-10	no change since acquisition		
345 N. Arlington	007-542-12	no change since acquisition		
345 N. Arlington	007-542-13	no change since acquisition		
345 N. Arlington	007-542-14	no change since acquisition		
345 N. Arlington	011-360-25	no change since acquisition		
345 N. Arlington	011-360-27	no change since acquisition		
444 Vine St.	007-271-02	no change		
444 Vine St.	007-271-03	no change		
444 Vine St.	007-271-04	no change		
444 Vine St.	007-271-05	no change		
444 Vine St.	007-271-06	no change		
444 Vine St.	007-271-07	no change		
444 Vine St.	007-271-08	no change		
444 Vine St.	007-271-09	no change		
444 Vine St.	007-271-10	no change		
444 Vine St.	007-271-11	no change		
444 Vine St.	007-271-13	no change		
890 W. 4th St.	006-224-07	n/a		
290 Keystone	011-640-02	Unknown / Industrial Use		
428 Ralston	007-281-15	House		
0 Ralston	007-281-19	Vacant Land		
0 Ralston	007-281-17	Unknown		
430 W. 5th St.	007-281-20	Vacant Land		
606 W. 5th St.	007-273-05	Vacant Land		
614 W. 5th St.	007-273-03	Vacant Land		
528 W. 4th	007-274-08	Surface parking for Tire Center		
311 Ralston	007-274-15	Vacant Land		
700 W. 4th St.	007-272-04	n/a		
434 Washington	007-273-29	Small office building		
550 W. 4th St.	007-274-05	Vacant Land		
505 3rd St.	007-274-17	Vacant Land		
324 Vine	007-272-07	n/a		
0 Nevada St.	007-283-19	Star Dust Apartments		

**DEVELOPMENT AGREEMENT  
(Reno's Neon Line District)**

**EXHIBIT "G"**

**[SKYWAY CONCEPT PLAN]**

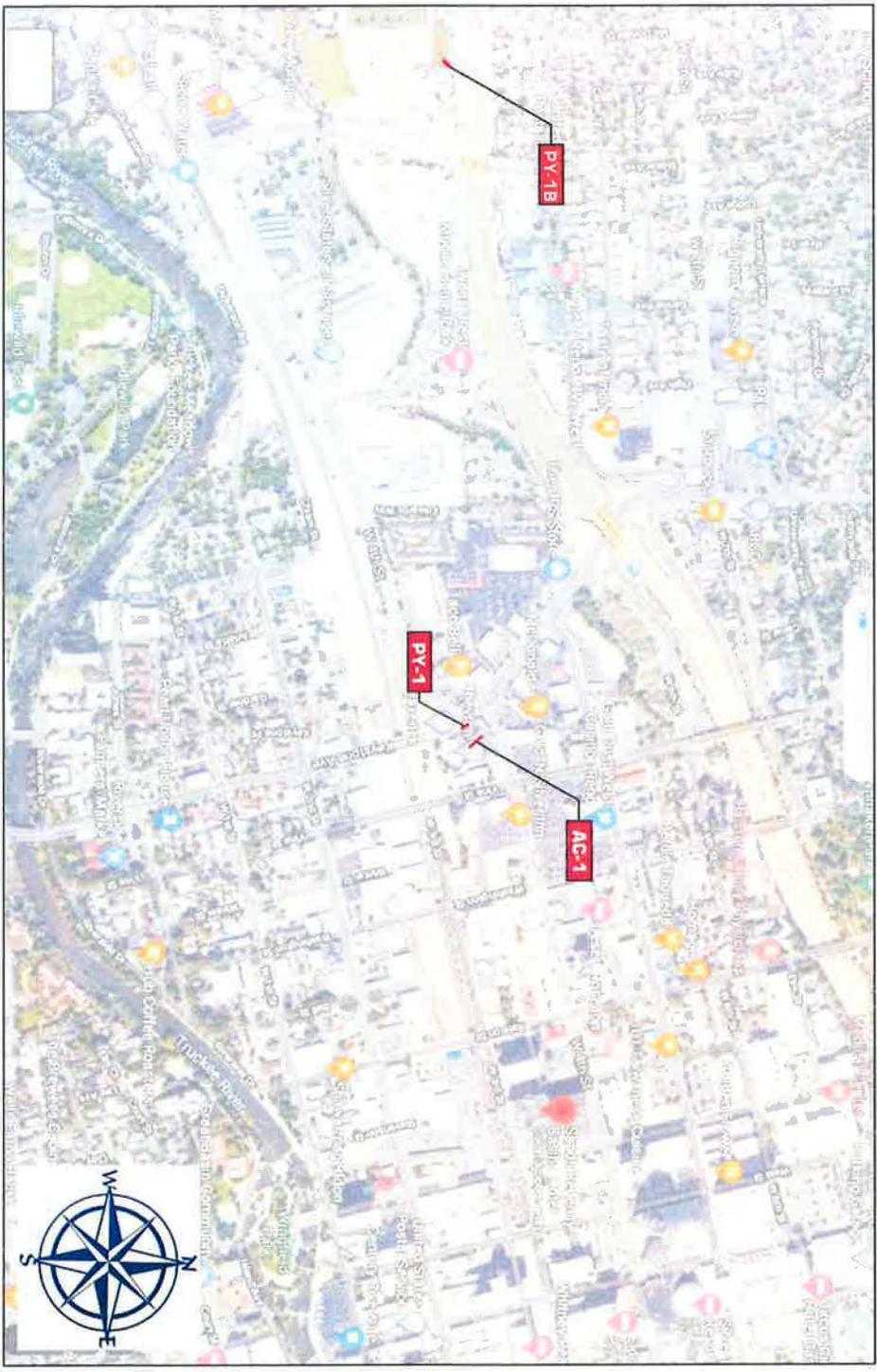


**DEVELOPMENT AGREEMENT**  
(Reno's Neon Line District)

**EXHIBIT "H"**

**[AREA IDENTIFICATION SIGN LOCATION MAP]**





**SP-1** SITE PLAN  
SCALE: NTS



Scale: **0.1**

**SP**

DATE	DESCRIPTION
11/15/2011	ISSUED FOR PERMITTING

**39587**  
 NEON LINE THEATER  
 600 W 4TH ST  
 RENO NV 89503

**YESCO**  
 YESCO LLC  
 LAS VEGAS DIVISION  
 618 SO. CAMERON ST  
 LAS VEGAS, NV 89116  
 PHONE: (702) 976-9090  
 WWW.YESCO.COM



**YESCO**  
 YESCO LLC  
 LAS VEGAS DIVISION  
 618 SO. CAMERON ST  
 LAS VEGAS, NV 89116  
 PHONE: (702) 976-9090  
 WWW.YESCO.COM

**YESCO**  
 YESCO LLC  
 LAS VEGAS DIVISION  
 618 SO. CAMERON ST  
 LAS VEGAS, NV 89116  
 PHONE: (702) 976-9090  
 WWW.YESCO.COM



SP-2 SITE PLAN  
SCALE: 1" = 20'

ENLARGED



<p>39587</p> <p>NEON LINE THEATER</p> <p>890 W 4TH ST</p> <p>RENO NV 89503</p>	<p><b>YESCO</b></p> <p>YESCO LLC LAS VEGAS DIVISION 5719 S. CAMERON ST. LAS VEGAS, NV 89116 PHONE: (702) 876-6080 WWW.YESCO.COM</p>
--	---



ENLARGED

**A** WEST SIDE PROPOSED PHOTO  
SCALE: NTS

<p><b>39587</b></p> <p>PERSONAL USE ONLY NO REUSE OR RENTAL NO REPRODUCTION NO DISTRIBUTION</p> <p>ADVISOR: [unreadable] DATE: [unreadable] PROJECT: [unreadable]</p>	<p>NEON LINE THEATER 690 W 4TH ST RENO NV 89503</p>		 <p>YESCO LLC LAS VEGAS DIVISION 5119 S.D. CAMELION ST LAS VEGAS, NV 89116 PHONE: (702) 876-8589 WWW.YESCO.COM</p>
---	---	--	---

SCALE: 1.0



ENLARGED

**A** WEST SIDE PROPOSED PHOTO  
SCALE 1/16"

SHOWN WITH GOLD DUST PYLON RAISED.

Client Name & Address  
**NEON LINE THEATER**  
 690 W 4TH ST  
 RENO NV 89503

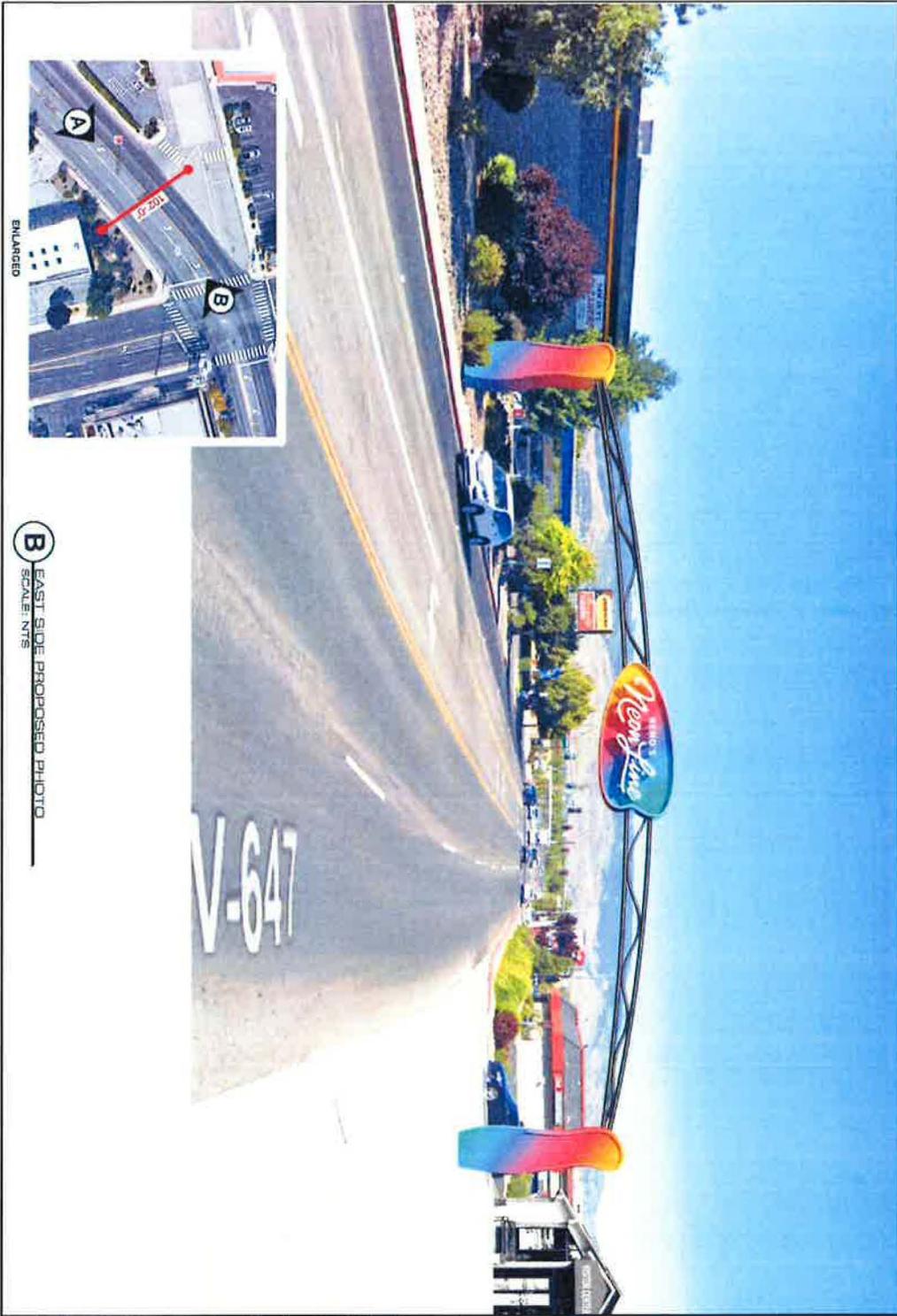


YESCO LLC  
 LAS VEGAS DIVISION  
 5174 SO. CAMERON ST  
 LAS VEGAS, NV 89118  
 PHONE: (702) 376-6650  
 WWW.YESCO.COM

39587

NEON LINE THEATER  
 690 W 4TH ST  
 RENO NV 89503  
 39587

1.1



**B** EAST SIDE PROPOSED PHOTO  
SCALE: NTS

ENLARGED

YESCO LLC  
LAS VEGAS DIVISION  
6118 SO. CAMERON ST  
LAS VEGAS, NV 89118  
PHONE: (702) 676-6060  
WWW.YESCO.COM

**YESCO**

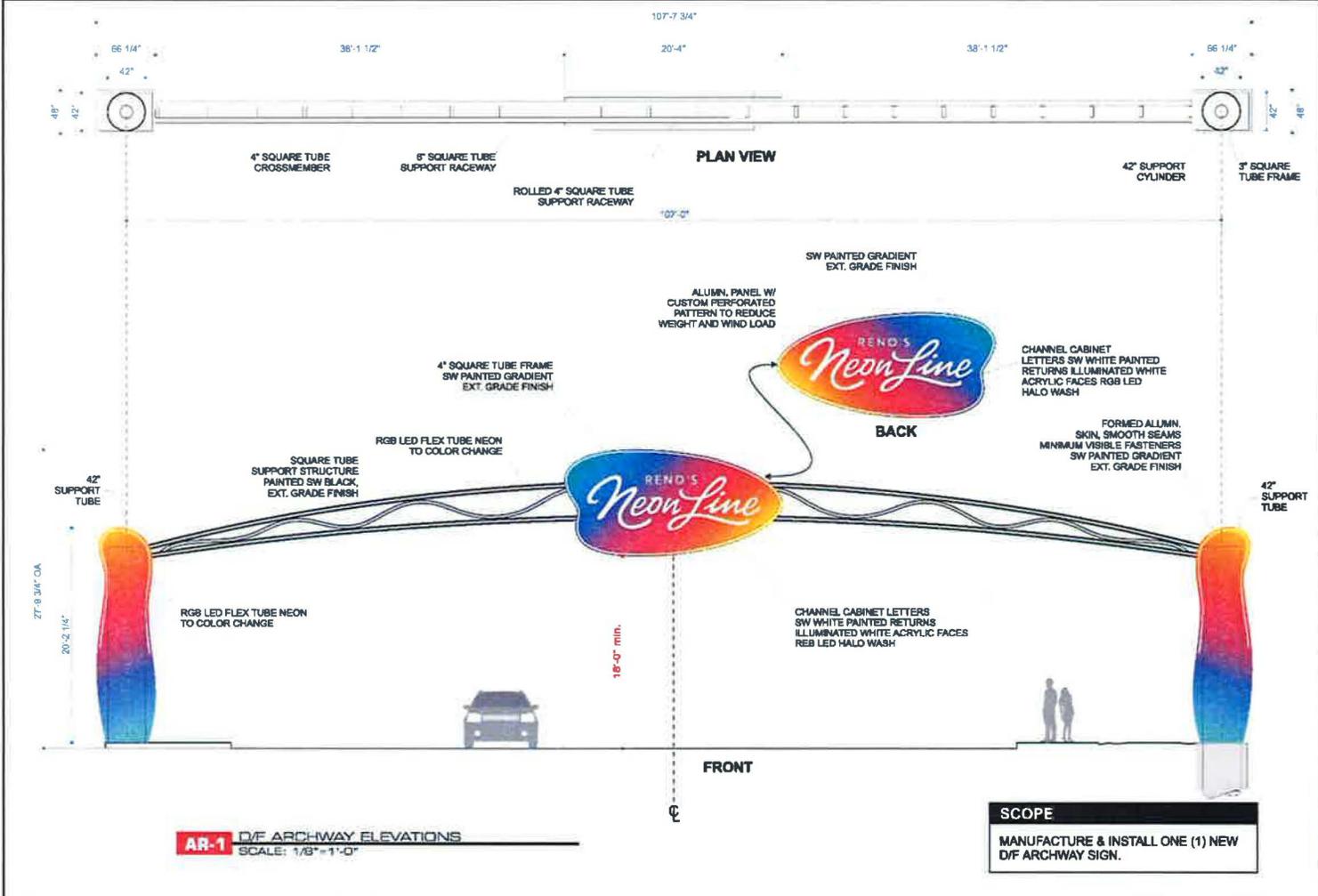


NEON LINE THEATER  
690 W 4TH ST  
RENO NV 89503

39587

PROJECT NO. 39587  
SHEET NO. 12  
DATE: 08/15/11  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

PHOTOGRAPH  
AC-1  
1.2



YESCO LLC  
1110 3RD CALDWELL ST  
LAS VEGAS, NV 89118  
WWW.YESCO.COM

**YESCO.**

NEON LINE THEATER  
600 W 4TH ST  
RENO NV 89503

39587

ADAM BERTNER

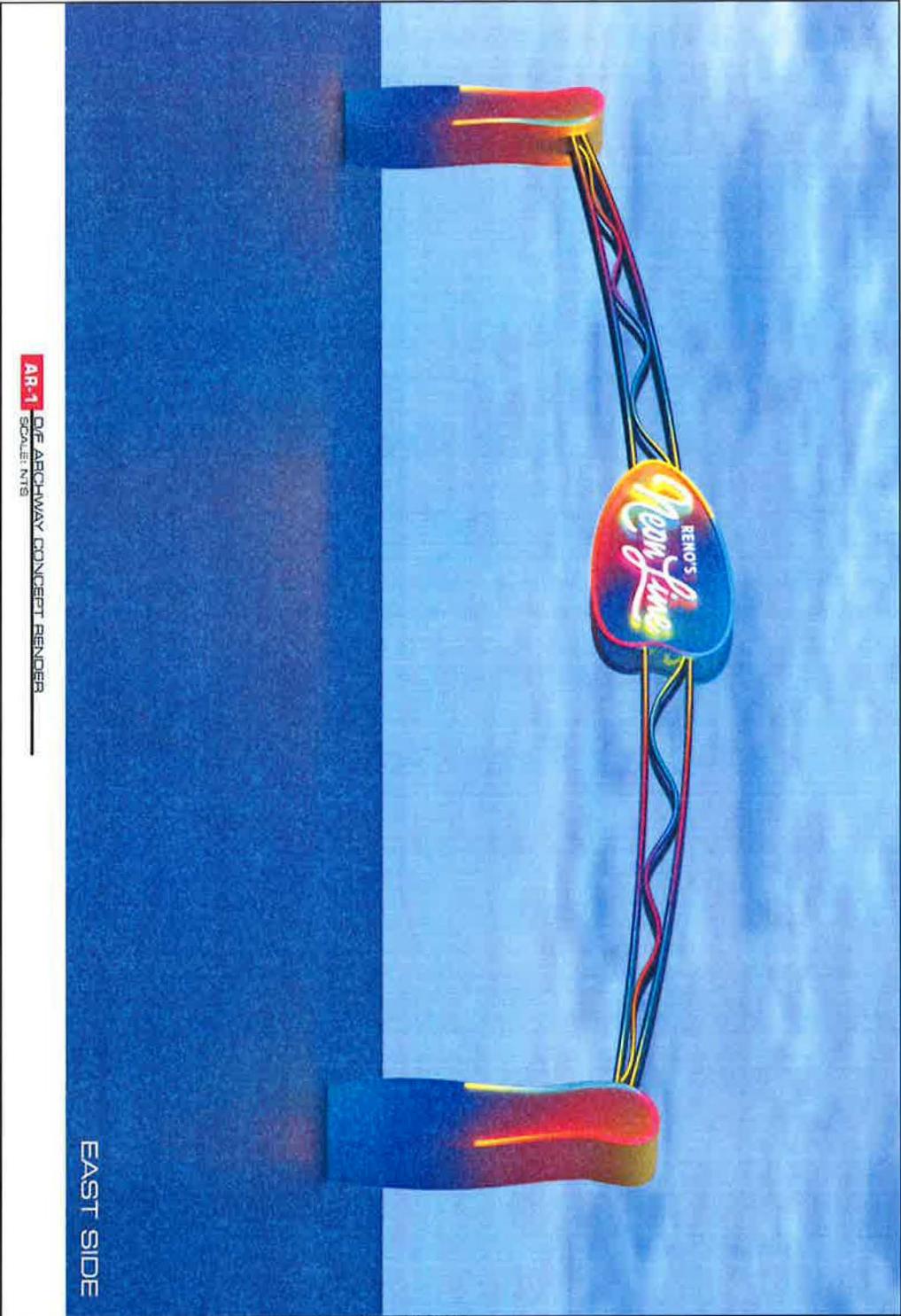
042821 - 08  
060209 - 08

AP08021 - 08  
AP080421 - 08  
AP09021 - 08  
AP17021 - 08  
AP04021 - 08

ARCHWAY

AC-1

1.3



AR-1 ONE ARCHWAY CONCEPT RENDER  
SCALE: 1/8" = 1'-0"

EAST SIDE

<p><b>39587</b></p> <p>PROJECT: NEON LINE SIGNAGE</p> <p>CLIENT: YESCO LLC</p> <p>DESIGNER: YESCO LLC</p> <p>DATE: 08/2011</p>	<p><b>NEON LINE THEATER</b> 690 W 4TH ST RENO NV 89503</p>	 <p><b>YESCO</b></p> <p>YESCO LLC LAS VEGAS DIVISION 5119 SO. CAMERON ST LAS VEGAS, NV 89118 PHONE: (702) 876-6680 WWW.YESCO.COM</p>
--	--	--

1.4



# 25' Pylon

## SCOPE

MANUFACTURE & INSTALL ONE (1) NEW PYLON SIGN.

SUPPORT CABINET  
SW PAINTED GRADIENT  
RGB (COLOR-CHANGE)  
FLEX TUBE BORDER  
& HALO WASH

CHANNEL LETTERS  
SW WHITE RETURNS  
WHITE ACRYLIC FACES  
SK WHITE LED ILLUM  
RGB (COLOR-CHANGE)  
LED HALO WASH

SUPPORT CABINET  
SW PAINTED GRADIENT  
NO LIGHTING ON  
THE BACK SIDE

CABINET, SW PAINTED GRADIENT  
BORDER & RETURNS,  
SW PAINTED BLUE BACK  
RGB (COLOR-CHANGE)  
FLEX TUBE BORDER  
& HALO WASH  
BACK-LIT FLEX FACE

SUPPORT CABINET  
SW PAINTED GRADIENT  
RGB (COLOR-CHANGE)  
FLEX TUBE BORDER & HALO WASH

GROUND LEVEL  
RGB (COLOR-CHANGE)  
FLOOD LIGHTING  
AS REQUIRED

19'-2 1/4"  
8'-9"  
4'-8 1/4"  
27'-3/4"  
8'-3/4"  
25'-0"

24"



WEST SIDE

SOUTH PROFILE

EAST SIDE

**PY-1** ELEVATION  
SCALE: 3/4" = 1'-0"

YESCO LLC  
LAS VEGAS DIVISION  
1000 LAS VEGAS BLVD  
LAS VEGAS, NV 89119  
PHONE: (702) 878-0000  
FAX: (702) 878-0000  
WWW.YESCO.COM

**YESCO.**

*Neon Line*

Client Name & Address  
**NEON LINE THEATER**  
650 W 4TH ST  
RENO NV 89503

Community Number  
**39587**

Project Name  
**NEON LINE  
DISTRICT  
SIGNAGE**

Project Designer  
**ADAM  
KEEFER**

Designer  
**STEFEN  
MORTTELL**

Rev. / Date / Description

01/25/21	SS
01/26/21	SS
01/26/21	CS
01/26/21	SS
01/26/21	SS
01/26/21	SS

Project  
**PYLON**

Sheet Name  
**PY-1**

Sheet Number  
**2.0**





# WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KALIE M. WORK, RECORDER

1001 E. NINTH STREET  
RENO, NV 89512  
PHONE (775) 328-3661  
FAX (775) 325-8010

## LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Angela Fuss  
Signature

11/21/2022  
Date

Angela Fuss  
Printed Name