

APPLICATION FOR REDUCTION OR SUBSIDIZATION OF BUILDING PERMIT FEES AND SEWER CONNECTION FEES FOR AFFORDABLE HOUSING DEVELOPMENTS

Submittal Information

Pursuant to Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill No. 103 (NRS 278.235(1)(a) and (2)) the city is enabled with the ability to reduce or subsidize in whole or in part impact fees, fees for the issuance of building permits collected pursuant to NRS 278.580 and fees imposed for the purpose for which an enterprise fund was created to assist in maintaining or developing a project for affordable housing.

Applications can be submitted electronically to the City of Reno Housing and Neighborhood Development Division (housing@reno.gov). Following staff review, a Reno City Council public hearing will be scheduled within three (3) months of application receipt and a determination made by the Reno City Council on whether or not reducing or subsidizing the fees will adversely impair the ability of the city to pay, when due, all interest and principal on any outstanding bonds or any other obligations, for which revenue from such fees was pledged.

Submit application materials to: housing@reno.gov

Questions: For questions regarding this application, please contact City of Reno staff at housing@reno.gov or by calling 775-334-2578.

Project Eligibility

When the incomes of all the residents of the project for affordable housing are averaged, the housing would be affordable on average for a family with a total gross income that does not exceed 60 percent of the median gross income for Washoe County based upon the estimates of the United States Department of Housing and Urban Development of the most current median gross family income for Washoe County.

Additional Requirements

- (1) An annual report shall be provided by HAND staff to the City Manager. The applicant or property manager verifying compliance with all of the requirements specified in RMC 1.08 shall submit the annual report by July 1st of every year. The annual report shall be e-mailed to housing@reno.gov.
- (2) All applicable building permits (i.e. grading, building, etc.) associated with fee reduction shall be obtained within 24 months of the date of approval of any reductions by city council or the approval shall expire. An applicant may reapply following the expiration of an approval.
- (3) The income restriction(s) must remain in effect for 20 years or the reduced fee(s) will be reinstated and assessed on the property by recordation of a lien.
- (4) A deed restriction or similar property restriction will be recorded against the property.

Applicant Contact Information

Name: Teresa Miller

Address: 50 Washington Street #300

City/State/Zip: Reno, NV 89503

Phone Number: 775-333-5499

E-mail Address: tmiller@nevadafund.org

Owner Contact Information

Name: Teresa Miller

Address: 50 Washington Street #300

City/State/Zip: Reno, NV 89503

Phone Number: 775-333-5499

E-mail Address: tmiller@nevadafund.org

Project Information

Project name: VILLAGE AT SAGE STREET - PHASE 2

Project address: 360 & 0 Sage Street, Reno, NV 89512

Project APN: 008-381-11 & 008-381-26

Total number of units in project: 96

Total number of affordable units in project: 96



Development Timeline

Has development closed on financing? ☒ Yes ☐ No

If no, when is financing scheduled to close?

Has project applied for building permits?

☐ Yes (date applied: _____ and permit number _____)

☒ No (when anticipated to submit for building permits: 12/1/23)

Anticipated construction start date: March 2024

Anticipated construction completion: November 2024

Application Submittal Requirements and Criteria

(1) Provide a detailed written narrative of the project and include information on project summary, project location, building height and number of stories, phasing plans, project demographic, development schedule, affordability breakdown, etc. **SEE PAGES 5-6**

(2) Provide signed and notarized owner and applicant affidavits. **SEE PAGES 7-8**

(3) In order to allow the reduction or subsidization, the City has adopted criteria that a project must satisfy to receive assistance in maintaining or developing the project for affordable housing. Provide all documentation supporting the applicable request and check one of the three criteria listed below (A through C) that the project will meet.

☒ A. Project provides housing for families with an average total gross income not exceeding 60 percent of the area median income (AMI) for Washoe County, and is eligible to receive a 75 percent reduction in the associated fee(s) for those units at or below 60 percent of the AMI. **SEE PAGE 9-48**

☒ A1. This project is also eligible to receive an additional 10 percent reduction because the project is located within ¼ mile of a bus rapid transit route; or **SEE PAGE 49**

☐ A2. This project is within a Mixed Use area or within one mile of an Employment Area, as identified within the Structure Plan of the City of Reno Master Plan.

☐ B. Project provides housing for families with an average total gross income not exceeding 50 percent of the AMI for Washoe County, and is eligible to receive a 100 percent reduction in the associated fee(s) for those units at or below 60 percent of the AMI.

- ☐ C. Project provides housing for families with an average total gross income not exceeding 30 percent of the AMI for Washoe County or 100 percent of the units being affordable for 50 percent of the AMI for Washoe County, and is eligible to receive a 100 percent reduction in the associated fees.

- (4) How many units will be affordable based on the criteria listed above?

96

- (5) What is the total dollar amount of fees that you are requesting a reduction?

Building permit fees: **\$8,116.19 - based off of preliminary estimate of drawings**

*Sewer connection fees: **\$368,832**

Sewer connection fees were \$368,832 according to James Pehrson, the City Engineer (based on \$3,842 per room for rooming house rate with 96 rooms).

***Please note, approval of fee reduction does not guarantee sewer connection or capacity is readily available.**

Project Background:

The Village on Sage Street has successfully provided safe and affordable housing to over 450 low-income individuals. The Village has been full since 2020 and is a much-needed housing asset for our community. The Village on Sage Street expansion is targeted toward individuals who are working or on fixed income that are priced out of the housing market. The population today is 46% individuals who earn income from employment, and 54% that receive SSI/SSDI or another form of benefits. Among the people who have moved-out from the Village since it opened in July 2019, through the end of the first quarter of 2022, 17% of lodgers were able to increase their income while living at the Village, 44% were able to reduce their debt, and 45% of move-outs are positive where the departing lodger typically moves on to permanent housing.

General Project Information:

Community Foundation of Northern Nevada (CFNN) is working on a modular expansion of an existing 216-unit dorm-style affordable housing project for individuals making low and very-low income. The expansion will add 96 additional units to an adjoining site. These buildings are re-used Man Camp buildings that are being modified to fit compliances and the needs of the Village at Sage Street.

An expanded list of project scope is detailed below; however, as these pre-utilized Man Camp buildings are being delivered from out of state, the Design Team and Contractor team's scope below is not to be considered all inclusive.

Buildings:

- ADA Modifications (including restrooms and entries)
- Plumbing repairs throughout, as needed
- Roof replacement
- Water damage to several rooms from roof leaks
- New floors throughout
- New ACT in hall connector and throughout, as needed
- New fire sprinkler and alarm system throughout
- HVAC replacement, as needed

Sitework:

- Sewer line relocation
- Relocation of other existing utilities, as needed
- New utility lines
- New fence around the property
- New landscaping and hardscape

Location of Project:

The project is located at 360 Sage Street & 0 Sage Street in Reno, Nevada, 89512.

Building Height and Number of Stories:

Height - 11'8"

Stories - One (1)

Phasing Plans:

None

Project Demographic:

The Village on Sage Street expansion is targeted toward individuals who are working or on fixed income that are priced out of the housing market.

Development Schedule:

- Building Permit Submission: Early December 2023
- Bidding Phase: November - End of December 2023
- Anticipated Permit Issuance: February 2024
- Construction Phase: March - November 2024

Affordability Breakdown:

- The project is a collaborative effort between City of Reno, Community Foundation of Northern Nevada, and Volunteers of America Northern CA & Northern NV.
- Application Requirements: Must be an individual at least 18 years old, and have an income of at least \$1,200 per month and not more than \$3,465 per month.
- The rental unit rate is \$555 per month with a \$555 required security deposit.

OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize Jared Wittler (name) to request an affordable housing reduction and subsidization of fees on my property. This authorization is inclusive of Assessor Parcel Numbers 008-381-11 & 008-381-26

Executed on 12/01/2023 in Washoe Nevada
(date) (City) (State)

[Signature]
Signature

Teresa Miller

Printed Name

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this 1st day of December, 2023 Teresa E. Miller (name)
personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.



KALEY C MARTIN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-21-25
Certificate No: 17-2575-2

[Signature]
Notary Public

APPLICANT AFFIDAVIT

I am the applicant and/or consultant/firm involved in this petition and the foregoing statements and answers herein contained and the information herewith submitted for an affordable housing reduction and subsidization of fees request.

Executed on 12/01/2023, in Reno Nevada
(date) (City) (State)

Company: Community Housing Land Trust, LLC Series 1

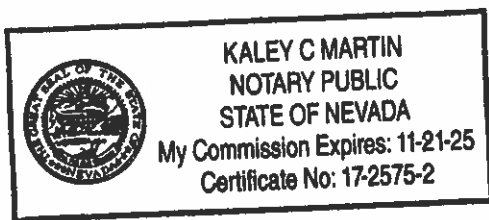
Name: Teresa Miller

Title: CFO CFNN

Signed: [Signature]

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this 1st day of December, 2023, Teresa E. Miller
(name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the applicant and/or consultant/firm involved in this petition who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.



[Signature]
Notary Public

Coronavirus State and Local Fiscal Recovery Funds

City of Reno Subrecipient Agreement

Project Name: The Village on Sage Street Expansion

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is entered into this 8th day of March, 2022, by and between the CITY OF RENO, NEVADA, a municipal corporation ("City"), and the Community Housing Land Trust, LLC, Series 1, a Nevada limited liability company ("Subrecipient").

RECITALS

A. Subrecipient is a nonprofit firm that provides specialized services relating to affordable housing.

B. City has found Subrecipient qualified and experienced in the performance of said services and wishes to engage Subrecipient's services.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, City and Subrecipient agree as follows:

ARTICLE I. CITY REQUIREMENTS

1. **CONSULTING SERVICES.** The scope and timing of services to be performed by Subrecipient are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference. No substantial changes in the scope of services shall be made without prior written approval of the City and Subrecipient. Changes in the scope of services resulting in additional services will be reimbursed as Subrecipient's hourly billing rates as set forth in Exhibit A, or alternatively, as set forth in an executed work order.

2. **TERM OF AGREEMENT.** By execution of this Agreement, the City grants to the Subrecipient specific authorization to proceed, upon written notice, with the services described in Section 1 of this Agreement, and shall continue until conclusion of services as authorized by the City, or until December 10, 2026, whichever comes first.

3. **COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENT.** The total cost to City for the performance of the Services set forth in Section 1 shall not exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00). Subrecipient agrees to use its best efforts to perform the Services within such not-to-exceed amount ("NTE Amount"). If, at any time, Subrecipient has reason to believe that the total cost to City for the performance of the Services will be greater than NTE Amount, Subrecipient shall immediately notify City in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. Subrecipient shall not be obligated to continue performance of the Services or otherwise to incur costs in excess of the NTE Amount set forth in this Agreement, unless and until City Attorney has notified Subrecipient in writing that such NTE Amount has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of the Services. **In the absence of the specified written notice, City shall not be obligated to reimburse Subrecipient for any costs in excess of the NTE Amount set forth in this Agreement, whether or not those excess costs were incurred during the course of the Agreement.** When and to the extent that the NTE set forth in this Agreement has been increased,

costs incurred by Subrecipient in excess of the NTE prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless City issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses. No notice to proceed or other direction from City shall be considered an authorization to Subrecipient to exceed the NTE Amount set forth in this Agreement in the absence of a statement in the notice to proceed, or other Agreement modification, increasing the NTE Amount for the performance of this Agreement.

- (a) Fee Basis. Fees shall be charged on an hourly basis for all services rendered.
- (b) Monthly Invoices. Subrecipient shall submit to City monthly progress invoices based on the actual amount of services rendered, including costs and traveling expenses. Invoices shall be submitted to the City no later than five (5) days after the close of each month's billing cycle.
- (c) Invoice Requirements. As a condition precedent to any payment to Subrecipient under this agreement, Subrecipient shall submit monthly to the City:
 - (1) a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted; and,
- (d) City Payments. Subrecipient shall receive payments from the City based upon approved invoices within thirty (30) days of invoice postmark date.

4. RETURN OF UNSPENT FUNDS TO THE CITY. If applicable, Subrecipient agrees to return to the City the balance of any unspent funds by December 10, 2024.

5. FUNDING OUT. Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, or that the City fails to receive financial assistance allocated to the City by the State under The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

6. SUBRECIPIENT PRINCIPAL IN CHARGE. Kevin Melcher shall be responsible for the performance of services described herein, and shall supervise any services performed by other members of Subrecipient's firm. It is understood that Subrecipient shall coordinate its services with the City Manager, or his designee.

7. EMPLOYMENT OF OTHER SPECIALISTS OR EXPERTS. Subrecipient shall not employ or otherwise incur an obligation to pay any other firm, specialist or expert for services in connection with this Agreement without prior written approval of the City Attorney, or her designee.

8. INTEREST OF MEMBERS OF CITY. No member of the governing body of the City, and no other officers, employees or agents of City who exercise any functions or responsibilities in connection with the carrying out of any project to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

9. INTEREST OF SUBRECIPIENT. Subrecipient (including principals, associates and professional employees) covenants that it does not now have any interest and shall not acquire any

interest, direct or indirect, in the area covered by any project of the City to which this agreement pertains, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Subrecipient further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

10. **INSURANCE.** Subrecipient shall maintain comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured.

Subrecipient shall maintain during the term of this Agreement, and for a six year period after completion of the term of this Agreement, errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000). As evidence of errors and omissions insurance coverage, the City will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the City. In addition, Subrecipient shall maintain during the term of this Agreement Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. Subrecipient must also comply with all applicable state laws which require participation in any state workers' compensation fund.

11. **RECORDS.** Subrecipient's books, documents, papers and records ("records") specifically relating to this agreement shall be open to inspection and subject to audit, examination, excerpts and transactions, during working hours by the City, Reno City Attorney, the Reno Finance Department, or any of their duly authorized representatives at the expense of the City. Subrecipient shall maintain all records for five (5) years after the date of final payment and close of all other pending matters.

12. **REPORTING TO THE CITY.** Subrecipient shall provide a written report to the City summarizing project activities, expenditures, and project status quarterly as requested or until work is completed on April 10, 2022; July 10, 2022; October 10, 2022; January 10, 2023; April 10, 2023; July 10, 2023; October 10, 2023; January 10, 2024; April 10, 2024; July 10, 2024; October 10, 2024; January 10, 2025; April 10, 2025; July 10, 2025; October 10, 2025; January 10, 2026; April 10, 2026; July 10, 2026; October 10, 2026; and February 15, 2027. Report templates will be provided by City staff and must be filled out completely for each report. Subrecipient agrees to provide additional reports on an as-needed basis, and upon request, present to the City Council at a public meeting.

13. **INDEMNIFICATION.** To the fullest extent permitted by law, Subrecipient shall assume the defense of, indemnify and hold harmless the City and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Subrecipient or its sub-Subrecipients) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from : (1) the services under this Agreement, or any part thereof, (2) any act or omission of Subrecipient, and sub-Subrecipients to the Subrecipient, anyone directly or indirectly employed by it, agents of Subrecipient, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section. Subrecipient assumes no liability for the sole

negligence or willful misconduct of Indemnitees. Subrecipient's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of Subrecipient's negligence or other breach of duty. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to Subrecipient's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. **OWNERSHIP OF DOCUMENTS.** Upon completion of the Services, all work product, including, without limitation, research, investigation and analysis data, reports (including files on disks in both word processing and portable document format), computations, tabulations, original drawings (including files on disks in both CAD and portable document format), and correspondence input from external sources, shall be delivered to and become the property of City upon approval by City of payment of Subrecipient's final invoice. In connection therewith, City shall retain all copyrights with respect to such materials. Subsequent use of said materials on any other project or for any other purpose shall be at City's sole discretion and sole liability. To the extent that any discovery or invention is made by City or Subrecipient in the course of, or in connection with, this Agreement, the Project and/or the performance of the Services, City shall be entitled to all intellectual property rights and benefits arising therefrom, including, without limitation, patent rights, the right to license use by others and the rights to receive royalties therefrom.

15. **INDEPENDENT CONTRACTOR.** The parties agree that Subrecipient is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 284.173. The parties agree that Subrecipient is not a City employee and there shall be no:

- (a) Withholding of income taxes by the City;
- (b) Industrial insurance provided by the City;
- (c) Participation in group insurance plans which may be available to employees of the City;
- (d) Participation or contributions by either the independent contractor or City to any public employees retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by City if the requirements of NRS 612.085 for independent contractors are met.

16. **CITY OF RENO BUSINESS LICENSE.** If applicable, Subrecipient shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

17. **NOTICES.** Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

City of Reno:

Subrecipient:

City of Reno

Community Housing Land Trust, LLC,

Attn: _____
P.O. Box 1900
Reno, NV 89505

Series 1
50 Washington St. Suite 300
Reno, NV 89503

18. **ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement shall not be assigned by either party without prior written consent of the other.

19. **INTEGRATION.** This agreement represents the entire understanding of City and Subrecipient as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

20. **JURISDICTION.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

21. **SUSPENSION OF WORK.** Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Section 19 of this Agreement.

22. **TERMINATION OF AGREEMENT.** This Agreement and all services rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, project data, reports and work product, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Subrecipient shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

23. **WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

24. **NON-DISCRIMINATION POLICY.** The parties hereto shall not discriminate in their employment practices against any person by reason of race, religion, color, sex, age or national origin and agree to comply with the provisions of said laws and orders as well as all laws and orders relating to the employment of the handicapped, the employment of veterans and the use of minority business enterprises to the extent any such laws and orders are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations, as now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length.

25. **LIMITED LIABILITY.** The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability

of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

26. **BANKRUPTCY.** In the event either party applies for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

27. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts, the conglomeration of which shall constitute a complete Agreement if signed by all parties hereto.

28. **SIGNATURES.** The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

29. **CONFLICT.** Notwithstanding the foregoing, the provisions of Article II shall prevail over any inconsistent provisions set forth in Article I or Exhibit A.

ARTICLE II.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS

1. **USE OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **PERIOD OF PERFORMANCE.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. **REPORTING.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **MAINTENANCE OF AND ACCESS TO RECORDS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by

Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **PRE-AWARD COSTS.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **CONFLICT OF INTEREST.** Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.** Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (j) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (k) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (l) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (m) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (n) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. **REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. **HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. **FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Reno by the U.S. Department of the Treasury."

12. **DEBTS OWED THE FEDERAL GOVERNMENT.** Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation

pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. DISCLAIMER.

- (a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- (b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. PROTECTION FOR WHISTLEBLOWERS. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement for Professional Services as of the date first written above.

THE CITY OF RENO
a municipal corporation of the State of
Nevada

Community Housing Land Trust, LLC,
Series 1

By: _____

By: Kevin C. Melcher
Kevin Melcher
Board Chair, Community Foundation
of Northern Nevada

ATTEST:

By: _____
Mikki Huntsman
City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

Exhibit A
Scope of Work and Budget

**GRANT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
CFDA #21.027**

This Grant Agreement ("Agreement") is entered on this 10th day of April, 2023, ("Effective Date") by and between the Nevada Housing Division, Department of Business and Industry State of Nevada ("Division") and Community Housing Land Trust, LLC Series 1, a Nevada limited liability company ("Grantee") collectively the "Parties."

RECITALS

WHEREAS, Section 9901 of Subtitle M of the American Rescue Plan Act ("Act") appropriated \$219,800,000,000 State and Local Fiscal Recovery Funds ("Funds") to the United States Treasury ("Treasury") for disbursement to states, territories, and Tribal governments to mitigate the public health emergency with respect to COVID-19;

WHEREAS, the State of Nevada received Funds;

WHEREAS, the Division received \$500,000,000 in Funds to provide assistance to eligible entities for creation or preservation of low-income housing;

WHEREAS, Grantee has applied to the Division for a grant pursuant to the Home Means Nevada Initiative ("HMNI") to pay the costs of constructing and equipping a 96-unit affordable housing project for individuals who are at or below 60% of the Area Median Income and known as The Village at Sage Street (the "Project"); and

WHEREAS, the Division desires to assist Grantee in the development of the Project by providing a grant pursuant to HMNI in the amount of \$5,700,000;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. General Terms.

A. The Division will provide Grantee with \$5,700,000 in Funds to undertake the Project as described in Exhibit A attached hereto and fully incorporated herein. The Division has determined that the Project is an eligible use of Funds pursuant to the rules and regulations promulgated thereunder including, without limitation, 31 CFR Part 35 and the supplemental information provided by Treasury ("Final Rule").

B. Grantee agrees that any program costs, unless otherwise specified in this Agreement exceeding the \$5,700,000 provided by the Division pursuant to this Agreement, will be the responsibility of Grantee. An amount equal to \$387,000 of the Funds provided pursuant to this Agreement may be used for developer fee and developer overhead expenses. Any ongoing program costs, such as maintenance and operations, shall be the sole responsibility of Grantee,

but in any event, not that of the Division.

C. Grantee agrees that the Project will be maintained as a low-income housing project for not less than 30 years beginning on the date which the Project is available for occupancy ("Period of Affordability") which shall be secured by a Declaration of Restrictive Covenants ("Declaration") recorded in the County Recorder's Office of Washoe County. As used in this Paragraph C, "low-income housing project" means a housing complex that provides housing to tenants at or below 60% of the Area Median Income for the county in which the Project is located.

D. Grantee agrees that the Project shall comply with the minimum hourly wages as determined by the United States Department of Labor pursuant to the Davis-Bacon Act 40 USC §3141 et. seq.

E. Grantee agrees that if the Project ceases to be a qualified low-income housing project, as defined in 26 USC §42(g)(1), or if the Project fails to comply with any requirements set forth in this Agreement or the Declaration, Grantee shall repay any Funds paid pursuant to this Agreement to the Division, if the default is not cured as set forth in Article V of this Agreement.

II. Division General Conditions.

A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.

B. Grantee agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, including, without limitation, the Final Rule and 31 CFR Part 35 Subpart A. Grantee further agrees that Grantee will be the sole entity undertaking the eligible activities under this Agreement.

C. Grantee will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary, including, without limitation, any reports regarding employee wages. Reports must include, without limitation, the following information:

1. Total clients served;
2. Racial breakdown of clients served, including, without limitation, American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic, by race;
4. Number and percentage of low- and very-low income clients as defined by HUD;
5. Number of clients with disabilities served;

6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head-of-household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

D. Grantee will not use any portion of the Funds allocated pursuant to this Agreement for costs not expressly authorized by this Agreement.

E. If the Division or the Treasury determines that Funds have been expended on ineligible costs Grantee shall repay to the Division or Treasury, as applicable, along with any fees, interests, or other fines, the amount of Funds expended on ineligible costs.

F. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the Division's consent is void and may, at the option of the Division, result in the forfeiture of all financial support provided herein. Notwithstanding the foregoing, the Division acknowledges that, following completion of the construction of the Project, Grantee intends to transfer to Volunteers of America ("VOA") the two modular buildings that comprise part of the Project (Grantee will retain ownership of the land on which the buildings are situated), and that VOA will assume operation of the Project. The Division consents to this transfer and the same will not violate the terms of this Agreement.

G. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and on-site monitoring of the Project as the Division deems appropriate in order to determine:

1. Whether the Project is being conducted in compliance with the Act and any rules and regulations adopted pursuant to the Act;
2. Whether management control systems and internal procedures have been established;
3. Whether the financial operations of the Project are being conducted properly;
4. Whether the reports to the Division contain accurate and reliable information; and
5. Whether the activities of the Project are being conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

H. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, the Grantee shall be given 72 hours advance written notice of said visits. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of Grantee which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

I. At any time during normal business hours, Grantee's records with respect to this Agreement shall be made available for audit, upon 72 hours advance written notice of the

inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

J. Subject to NRS chapters 41 and 354, Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.

K. Grantee will not use any Funds or resources which are supplied by the Division pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action which is filed by or against it.

L. This Agreement will commence on the Effective Date.

M. Funds must be obligated by December 31, 2024. As used in this Paragraph M, "obligated" means Funds which have been committed for an eligible cost. Funds must be expended by December 31, 2026. Any Funds not obligated or expended by the applicable time period must be returned to the Division. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request.

N. Grantee agrees that no officer or employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

O. Grantee agrees that no officer or employee of Grantee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

P. Grantee agrees that no officer or employee of Grantee may participate as an agent of Grantee in the negotiation or execution of any contract between Grantee and any private business in which he or she has a financial interest.

Q. Grantee agrees that no officer or employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

R. Grantee shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

S. Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the eligible activities or are required by the Treasury, Division, or any combination thereof.

T. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

U. Upon the revocation of this Agreement or the expiration of its terms, Grantee shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

III. Federal Conditions.

- A. Grantee shall comply with the following laws and directives:
1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
 2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
 3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
 4. Section 109 of the Housing and Community Development Act of 1974.
 5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
 6. The Fair Housing Act, as amended.
 7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR Part 75. All published Section 3 policies, guidelines, and forms by NHD will be utilized and followed.
 8. The Age Discrimination Act of 1975.
 9. Section 504 of the Rehabilitation Act of 1973.
 10. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
 11. The Fair Labor Standards Act.
 12. Section 202(a) of the Flood Disaster Protection Act of 1973.
 13. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
 14. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

15. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
16. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Grantee from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
17. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the Project shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
18. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, of the U.S. Code.

C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of an Authority to Use Grant Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50, if applicable to the Project. The Parties further agree that the provision of any Funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, if applicable to the Project.

E. Grantee shall comply with the requirements of Executive Order 11625, 12432, and 12138 and 24 CFR § 93.407(a)(viii) that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Grantee shall provide the

Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and marketing efforts. The Division, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

F. Any material breach of the terms of this section may, in the discretion of the Division, result in forfeiture of Funds received by Grantee pursuant to this Agreement, or any part thereof.

G. Upon the expiration or revocation of this Agreement, Grantee shall transfer to the Division any Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Funds, unless waived in writing by the Division.

IV. Financial Management.

A. Grantee agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget ("OMB") "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" codified at 2 CFR part 200, Subparts A through F, inclusive, including, without limitation, the procurement requirements set forth in 2 CFR part 200, Subpart D.

B. Grantee agrees that all costs of any recipient receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to eligible activities shall be thoroughly identified and readily accessible to the Division upon 72 hours prior written notice to Grantee.

C. Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to this Agreement will be provided upon request to the Division upon 72 hours prior written notice.

D. Grantee agrees that it may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

E. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, or such other audit as required by the Division if the Grantee is a for-profit entity, and shall provide

the Division with a copy of the complete audit report. When complying with the Single Audit Act, or other audit, as required by the Division, and 2 CFR Part 200, Subpart F, the audit must include Funds that were disbursed and require all subrecipients who must comply with the Single Audit Act to include Funds.

F. Grantee agrees that upon completion of the project a cost certification will be performed by a certified public accountant and submitted to the Division.

G. Grantee agrees that if, at any point during the Affordability Period, the Project ceases to comply with this Agreement or the Declaration of Restrictive Covenants, the Grantee shall repay the total amount granted pursuant to this Agreement.

H. Grantee agrees to submit quarterly financial reports as set forth by the Division, which includes, without limitation, detailing the amount of Funds that have been expended in the prior quarter. Financial reports are due to the Division on or before the 10th of each month following the end of the prior quarter.

V. Default and Remedies.

A. Any one or more of the following shall constitute an event of default under this Agreement:

1. Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in Paragraph B of this Article V.

B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire amount of Funds paid to Grantee pursuant to this Agreement becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

VI. Miscellaneous.

A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway
Suite 200
Carson City, Nevada 89706
Attn: Administrator

Telephone: (775) 687-2249
Facsimile: (775) 687-4040
E-mail: nhdinfo@housing.nv.gov

To the Grantee: 50 Washington #300
Reno, Nevada 89503
Telephone: (775) 333-5499, ext. 18
Facsimile: (775) 333-5487
info@nevadafund.org

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such notice, demand, request or communication shall be deemed to have been given and received on the next business day.

B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.

C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.

D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.

E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

G. All references to the singular shall include the plural and all references to gender

shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.

H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.

I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.

J. Each Party represents and warrants to the other Party that:

1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been duly authorized by all methods or corporate action of the Parties; and
3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VII. Modification or Revocation of Agreement.

A. The Division and Grantee may amend or otherwise revise this Agreement should such modification necessary.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of its terms following the expiration of any applicable notice and cure periods.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division:

Steve Aichroth, Administrator

Date: _____

Grantee:
Community Housing Land Trust, LLC Series 1

By: _____
Eaton Dunkelberger, its Manager

Date: 4/10/23_____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division:



Steve Aichroth, Administrator

Date: 4/11/23

Grantee:
Community Housing Land Trust, LLC Series I

By: _____
Eaton Dunkelberger, its Manager

Date: _____

EXHIBIT A

The Community Housing Land Trust (CHLT) is a wholly owned LLC under the umbrella of the Community Foundation of Northern Nevada (CFNN). CFNN is a 25-year old nonprofit based in Reno, that serves northern Nevada with the mission of connecting people who care with causes that matter. The Community Housing Land Trust was established in 2018 to provide workforce and affordable housing in northern Nevada. CHLT's first project was The Village on Sage Street, a 216-unit dorm-style affordable housing project for individuals making low and very-low income. The Village opened to residents in July 2019. CHLT retains ownership of the land, while Volunteers of America (VOA) owns the improvements and operates the Village.

The Village on Sage Street expansion is targeted toward individuals who are working or on fixed income that are priced out of the housing market. The Village on Sage Street and expansion is a safety net for people who are in danger of becoming homeless and can also be a step-up from shelters and supportive housing facilities. The target population is low-income individuals, seniors, people with disabilities, and veterans.

There are 216 existing units at the Village on Sage Street. The expansion will add 96 units for a total of 312. 2 additional modular buildings (each with 48 rooms) will be added to the existing Village on Sage Street campus, which has 8 existing buildings (Office, Recreation, Dining, and 5 residential buildings). The Village on Sage Street Expansion will look very similar to the current Village on Sage Street complex. The Village repurposes manufactured housing originally used as workforce housing for mining personnel in Wyoming, which has been retrofitted to provide safe, affordable units and communal space for low-income individuals. Each bedroom comes furnished with a twin bed, desk, chair, closet, and TV. There is a separate laundry facility onsite in the Recreation building of the original Village development.

The additional 96 units will be built on the property that is directly next to the original Village on Sage Street development, so residents will have access to all the existing community areas and amenities. This includes a Recreation building with a classroom, mailboxes, computer room, workout equipment, Wifi, TV, lounge area, microwaves, and laundry facilities. The Dining & Store building has an onsite store for food and sundries, microwaves and toasters, seating and lounge space, and books and games. Additionally, residents can access the outside areas with a gazebo, fire pit, seating, shade sails, bike racks, and designated smoking areas. VOA also works with local community groups to provide resources and classes in the common areas, such as financial literacy classes, AA/NA groups, etc. to provide support and assistance for lodgers.

APN: 008-381-45, 008-381-26

When recorded please mail to:

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

**DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND
FOR**

(Village at Sage Street)

This Declaration of Restrictive Covenants is entered into between the Nevada Housing Division, a division of the Department of Business and Industry of the State of Nevada (hereafter "Division") and the Community Housing Land Trust, LLC Series 1, a Nevada limited liability company with reference to the following facts:

A. The property which is the subject of and is to be bound by this Declaration of Restrictive Covenants is known as Village at Sage Street ("Project"), situated in Washoe County, Nevada and is located on the real property described in Exhibit "A" attached hereto and incorporated herein by reference. The real property described in Exhibit "A" shall be construed to include all fixtures and improvements located on such real property and the tenements, hereditaments and appurtenances thereto.

B. Grantee was awarded a loan pursuant to the Home Means Nevada Initiative by the Division in the amount of \$5,700,000 ("HMNI Loan").

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

BASED UPON THE FOREGOING, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

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

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

B. "Area Median Gross Income" means the median gross income of the area in which the Project is located as determined by the Secretary in a manner consistent with the determination of area median gross income under Section 8 of the Housing Act, with adjustments for family size.

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

D. "Grantee" means the Community Housing Land Trust, LLC Series 1.

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

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

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

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

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

J. "Project" means the multi-family residential housing project known as the Village at Sage Street and located on the real property described in Exhibit "A," attached and incorporated herein.

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

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

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

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

ARTICLE II COVENANTS RUNNING WITH THE LAND

A. Declaration of Covenants. The Grantee hereby declares that the Project is and shall

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

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

2. Prohibitions on Transfer of the Project. Grantee shall not sell, transfer, convey, exchange, or otherwise dispose of the Project to a third party, unless the Grantee's entire interest in the Project is conveyed to such third party, and the Division consents in writing to such a sale, transfer, conveyance, exchange or disposition. Upon approval of the transfer by the Division, the transferee agrees to be bound by the terms of this Agreement. Grantee hereby agrees that it shall not enter into an agreement whereby Grantee agrees to sell, transfer, convey, or exchange any interest in itself to another entity, unless the Division consents in writing to such sale, transfer, conveyance, or exchange. Notwithstanding the foregoing, the Division acknowledges that, following completion of the construction of the Project, Grantee intends to transfer to Volunteers of America ("VOA") the two modular buildings that comprise part of the Project (Grantee will retain ownership of the land on which the buildings are situated), and that VOA will assume operation of the Project. The Division consents to this transfer and the same will not violate the terms of this Declaration.

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

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

ARTICLE III ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTEE

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

1. Grantee is a limited liability company; duly organized, validly existing, and in good

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

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

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

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

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

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

7. Grantee has owns fee title to the real property described in Exhibit A.

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

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

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

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

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

**ARTICLE IV
TERM OF AGREEMENT/PERIOD OF AFFORDABILITY**

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

**ARTICLE V
ACCESS TO BOOKS AND RECORDS**

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

**ARTICLE VI
EFFECT OF COVENANTS IN AGREEMENT**

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

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

**ARTICLE VII
ENFORCEMENT AND REMEDIES**

In addition to any other remedies provided by law, each provision of this Agreement with

procedures herein set forth.

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

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

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

To Grantee: 50 Washington #300
Reno, Nevada 89503
Telephone: (775) 333-5499, ext. 18
Facsimile: (775) 333-5487
info@nevadafund.org

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

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

G. **Limited Liability.** The Division and any member, officer, agent, or employee of the Division, shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

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

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

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

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

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

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

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

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS239B.030)

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Dated this 11 day of April 2023.

Grantee:
Community Housing Land Trust, LLC Series 1

By: PCA [Signature]
Eaton Dunkelberger, its Manager

Date: 4/11/23

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 11, 2023, before me, a Notary Public, personally appeared Eaton Dunkelberger who did say that he is the Executive Director, personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]
(Signature of notarial officer)



Dated this 11 day of April 2023

NEVADA HOUSING DIVISION

By:

Name: Steve Aichroth

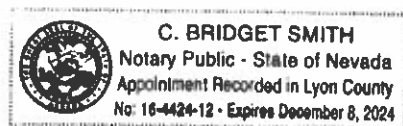
Title: Administrator

STATE OF NEVADA)

:SS.

CITY OF CARSON CITY)

On April 11, 2023, Steve Aichroth personally appeared before me, a notary public, Steve Aichroth, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument in his capacity as Administrator for the Nevada Housing Division.



Notary Public

EXHIBIT A
Legal Description

PARCEL 1:

Parcel 2A as shown on Record of Survey Map No. 6419, Supporting Boundary Line Adjustment for Mohammad Amjad, according to the map thereof, filed in office of the County Recorder of Washoe County, State of Nevada, on November 16, 2022, as Document No. 5346903, Official Records, being more particularly described as follows:

All that certain real property located within a portion of the Northeast 1/4 of Section 12, Township 19 North, Range 19 East, M.D.M., being more particularly described as follows:

BEGINNING SOUTHWEST CORNER OF PARCEL 1 OF QUITCLAIM DEED DOCUMENT 5002488, RECORDED FEBRUARY 20, 2020, OFFICIAL RECORDS OF WASHOE COUNTY NEVADA, AND AS SHOWN ON THE RECORD OF SURVEY FOR THE MELVIN L. & DORIS L. CARPENTER FAMILY TRUST, DATED FEBRUARY 25, 2003, RECORD OF SURVEY MAP 6127, FILE NUMBER 5003834, AS DOCUMENT NO. 50003234 OF SAID OFFICIAL RECORDS,
Thence S 76° 56' 34" W, 143.86 feet;
Thence N 00° 15' 34" E, 196.24 feet;
Thence S 89° 45' 19" E, 139.99 feet;
Thence S 00° 15' 34" W, 163.14 feet TO THE POINT OF BEGINNING.
The above legal description was taken from prior Document No. 5346902.
Assessors Parcel No.: 008-381-45

PARCEL 2:

Two parcels of land being identical to Parcel 1 and Parcel 2 of Quitclaim Deed Document 5002488, recorded February 20, 2020, Official Records of Washoe County Nevada, and as shown on the Record of Survey for The Melvin L. & Doris L. Carpenter Family Trust, dated February 25, 2003, Record of Survey Map 6127, File Number 5003834, of said Official Records, situate within the Northeast Quarter of the Northeast Quarter of Section 12, Township 19 North, Range 19 East, MOM, City of Reno, Washoe County, Nevada, being more particularly described as follows:

PARCEL 2A:

Beginning the Northwest corner of said Parcel 1, also being the Southwest corner of the parcel described in Deed Document 4113532, of said Official Records, from which the Northwest corner of Section 1, Township 19 North, Range 19 East, MOM bears North 34°20'48" West a distance of 7085.80 feet;

Thence along the North boundary of said Parcel 1 and the South boundary of the parcel described in said Deed Document 4113532, North 89°10'44" East a distance of 204.33 feet to the Southwest corner of said Parcel 2;

Thence along said South boundary North 89°10'44" East a distance of 16.90 feet to the Southeast corner of said Parcel 2;

Thence departing said South boundary and along the East boundary of said Parcel 2 North 00°35'35" West a distance of 1.75 feet to the Southwest corner of the parcel described in Deed Document 1812374, of said Official Records;

Thence departing said East boundary and continuing along the North boundary of said Parcel 1 and along the South boundary of the parcel described in said Deed Document 1812374 North 89°24'25" East a distance of 174.88 feet to the Northeast corner of said Parcel 1 and being the Southeast corner of the parcel described in said Deed Document 1812374, and being a point on the West boundary of the parcel described in Deed Document 3193048;

Thence departing said North and South boundaries, and along the East boundary of said Parcel 1 also being the West boundary of the parcel described in said Deed Document 3193048 South 00°15'05" East a distance of 59.12 feet to the Southeasterly corner of said Parcel 1 and being the Southwesterly corner of the parcel described in said Deed Document 3193048, and being a point on the Northerly boundary of Parcel 9A1 of Parcel Map 5389, File Number 4883962, of said Official Records;

Thence departing said East and West boundaries and along the Southerly boundary of said Parcel 1 also being the Northerly boundary of said Parcel 9A1 South 76°56'34" West a distance of 407.51 feet to the Southwesterly corner of said Parcel 1 also being the Southeasterly corner of the parcel described in Grant, Bargain, and Sale Deed Document 4667033, of said Official Records;

Thence departing said Southerly and Northerly boundaries and along the West boundary of said Parcel 1 also being the East boundary of the parcel described in said Grant, Bargain, and Sale Deed Document 4667033, North 00°15'34" East a distance of 144.46 feet to the Point of Beginning.

PARCEL 2B:

Beginning the Northwest corner of said Parcel 2, also being the Northeast corner of the parcel described in Deed Document 4113532, of said Official Records, also being a point on the Southerly right-of-way of East 4th Street,

from which the Northwest corner of Section 1, Township 19 North, Range 19 East, MOM bears North 36°26'13" West a distance of 7072.25 feet;

Thence along the: North boundary of said Parcel 2 and said Southerly right-of-way North 89°33'56"¹¹ East a distance of 16.90 feet to the Northeast corner of said Parcel 2, also being the Northwest corner of the parcel described in Deed Document 1812374, of said Official Records;

Thence departing said North boundary and Southerly right-of-way, and along the East boundary of said Parcel 2, also being the West boundary of the parcel described in said Deed Document 1812374, South 00°35'35"¹¹ East a distance of 55.83 feet to the Southwest corner of the parcel described in said Deed Document 1812374;

Thence departing said West boundary and continuing along said East boundary South 00°35'35" East a distance of 1.75 feet to the Southeast corner of said Parcel 2;

Thence departing said East boundary and along the South boundary of said Parcel 2 South 89°10'44"¹¹ West a distance of 16.90 feet to the Southwest corner of said Parcel 2, also being the Southeast corner of the parcel described in said Deed Document 4113532;

Thence departing said South boundary and along the West boundary of said Parcel 2, also being the East boundary of the parcel described in said Deed Document 4113532, North 00°35'35"¹¹ West a distance of 157.69 feet to the Point of Beginning.

The above legal description was taken from Record of Survey for The Melvin L. & Doris L. Carpenter Family Trust, dated February 25, 2003, Record of Survey Map 6127, File Number 5003834, of said Official Records.

Assessors Parcel No.: 008-381-26

The Village on Sage Street development offers the following amenities: Onsite laundry facilities, Wi-Fi, computers, TV's, couches/ lounge areas, gym, mail room, books/games, dining area, microwaves / toasters, onsite food and sundries store, classroom, firepit, outdoor seating area, gazebo, and 24/7 staff onsite. VOA also works with community groups to provide classes and resources onsite.

The remainder of the square footage of the property will be used for landscaping, sidewalks, and parking. There is also a 4,000 square foot warehouse building on one of the parcels acquired, which we have not yet determined a use for. Our operating partner, VOA, has identified a need for storage units and/or job training for the population living at the Village, and will explore the option of converting the warehouse building for one or both of these purposes after construction of the expansion is complete.

Below we have listed the funding sources for the expansion that will be used.

\$500,000 from the City of Reno Community Development Block Grant to purchase Units

Voted on in City Council on: 12/8/2021

\$2,500,000 from the City of Reno American Rescue Plan Act funds to purchase Land

Voted on in City Council on: 2/22/2022

\$5,740,585 from the Nevada Housing Division's Home Means Nevada Initiative

Awarded 12/5/2022

Total: \$8,740,585

Link to Transit Maps:

<https://rtcwashoe.maps.arcgis.com/apps/View/index.html?appid=0d121ef874f94241aadcdcad8717e6a0&extent=-120.4594,39.3037,-119.1410,39.8166>

