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## TITLE OF DOCUMENT

**(DO NOT Abbreviate)**

Patent

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**RECORDING REQUESTED BY:**

Jaime Leary

**RETURN TO: Name** Jaime Leary

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**City/State/Zip** Las Vegas, NV 89155-1825

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N-101746

# The United States of America

**To all to whom these presents shall come, Greeting:**

WHEREAS

CLARK COUNTY DEPARTMENT OF SOCIAL SERVICES

is entitled to a land patent pursuant to Sections 203 and 208 of the Act of October 21, 1976 (43 U.S.C. 1713 and 1718, respectively), as amended, and pursuant to Section 7(b) of the Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, 112 Stat. 2343, *et seq.*, for the following described land:

Mount Diablo Meridian, Nevada

T. 22 S., R. 60 E.,
sec. 27, W1/2NE1/4SE1/4SW1/4,
E1/2SW1/4SE1/4SW1/4, and SE1/4SE1/4SW1/4.

The area described contains 20.00 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto CLARK COUNTY DEPARTMENT OF SOCIAL SERVICES the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto CLARK COUNTY DEPARTMENT OF SOCIAL SERVICES, its successors and assigns, forever.

COVENANTS, TERMS, AND CONDITIONS:

1. *Affordable Housing:* Pursuant to section 7(b) of SNPLMA, the term ''affordable housing'' as used in the patent, means housing that serves low-income families as defined in section 104 of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. 12704).

2. *Affordable Housing Purpose:* For purposes of the patent, the term ''affordable housing purpose'' means for an affordable housing project which commits 100 percent of living space to affordable housing, and which overall is used for no purpose other than residential use and related residential use amenities.

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3. *Certificate of Occupancy*: For purposes of this sale patent, the term ''Certificate of Occupancy'' means a document issued by a state or local governmental entity with jurisdiction upon completion of a structure designed and permitted for immediate occupancy after completion and final approval of all permitted work, including all planned residential living units. This term does not include temporary certificates which require a final certificate to be issued upon completion of all permitted work. Certificates of Occupancy are issued by the Clark County Building Official or Building Division in Clark County, Nevada.

4. *Construction:* For purposes of the patent, the term ''construction'' means ongoing and substantial work dedicated to the building of the dwelling structures and other improvements necessary for the realization of the low-income affordable housing project located on these lands conveyed under section 7(b) of SNPLMA.

5. *Project:* For purposes of the patent, the term ''Project'' means the construction and resulting dwelling structures and other improvements on these lands conveyed under section 7(b) of SNPLMA, as approved by the BLM in consultation with HUD, that are necessary for the realization of the low-income affordable housing purposes.

6. *Covenant and Restriction:* Clark County is hereby bound and covenants for itself and all successors-in-interest to use the land as approved by the BLM in consultation with HUD, and as conveyed by the patent, only for affordable housing purposes for a period of 99 years (period of affordability). Such period will commence upon the issuance of a certificate of occupancy or its equivalent by the appropriate local government authority. Clark County further hereby covenants and binds itself and all successors-in-interest to develop the subject parcel according to a disposition and development agreement (DDA) between Clark County and its co-developers that has received concurrence by the BLM in consultation with HUD. As in the patent, the DDA shall have a provision stating that in the event of any conflict between the terms of the DDA and the patent and applicable laws, the patent and applicable laws will control. Affordable housing covenants contained in the DDA will be deemed appurtenant to and run with the land.

7. *Time Limit: Reversion and Fair Market Value:* If, at the end of 5 years from the date of the patent, the Cactus Trails Affordable Housing Project is not under construction in accordance with the DDA and the final site plan approved by the BLM in consultation with HUD, then at the option of the United States, the lands, or parts thereof, will revert to the United States, or, in the alternative, the United States may require payment by the owner to the United States of the then fair market value.

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8. *Use Restriction: Reversion and Fair Market Value:* All land conveyed by the patent will be used only for affordable housing purposes as approved by the BLM in consultation with HUD during the period of affordability. If at any time during the period of affordability any portion of the land conveyed by the patent is used for any purpose other than affordable housing purposes by Clark County, or its successor-in-interest, then at the option of the United States, those lands not used for affordable housing purposes will revert to the United States; or, in the alternative, the United States may, at that time, require payment to the United States of the then fair market value, or institute a proceeding in a court of competent jurisdiction to enforce the covenant set forth above to use the land conveyed only for affordable housing purposes.

9. *Enforcement:* The covenant/use restriction and the reversionary interest may be enforced by the BLM or HUD, or their successors-in-interest, as deemed appropriate by agreement of the Federal agencies at the time of enforcement, after reasonable notice including an opportunity to cure any default (90 days) to Clark County and the landowner of record. If any necessary cure has not been completed and it is shown that completion of such cure would be impossible by the end of the 90 days, and diligent and substantial efforts are underway to cure such default, the federal agencies may consider a request for a reasonable extension of time to complete cure of such default.

10. *Simultaneous Transfer:* Clark County, upon issuance and acceptance of the patent, may simultaneously transfer by deed the land conveyed by this patent to its successor-in-interest, as reviewed and approved by the BLM in consultation with HUD.

11. *Indemnification and Hold Harmless:* By accepting the patent, Clark County, subject to the limitations of law and to the extent allowed by law, will be responsible for the acts or omissions of its officers, directors, and employees in connection with the use or occupancy of the patented real property. Upon simultaneous transfer as described above, successors-in-interests to Clark County of the patented real property will agree indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the successors-in-interest, or its employees, agents, contractors, or lessees, or any third-party, arising out of or in connection with the successor-in-interest's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the successor-in-interest, and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of federal, state, and local

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laws and regulations that are now, or may in the future become, applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws, were generated, released, stored, used, or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) Or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the parcel of land patented or otherwise conveyed by the United States and may be enforced against successors-in-interest by the United States in a court of competent jurisdiction.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945);

2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove the minerals under applicable law and such regulations as the Secretary of the Interior may prescribe; and

3. A reversionary interest as further defined in the above terms, covenants, and conditions.

SUBJECT TO:

1. Valid existing rights;

2. Right-of-way N–78481 for sewer mainline purposes granted to Clark County Water Reclamation District, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

3. Right-of-way N–80347 for water pipeline purposes granted to Clark County, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

4. Right-of-way N–75771 for Duck Creek flood control purposes granted to Clark County, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

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5. Right-of-way N–77953 for natural gas pipeline purposes granted to Southwest Gas Corporation, its successors and assigns, pursuant to the Act of February 25, 1920 (30 U.S.C. 185 Sec. 28);

6. Right-of-way N–77554 for telephone line purposes granted to CenturyLink of Nevada, LLC, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

7. Right-of-way N–77845 for underground transmission powerline purposes granted to NV Energy, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

8. Right-of-way N–77507 for underground water pipeline purposes granted to Las Vegas Valley Water District, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

9. Right-of-way N–77084 for drainage facility purposes granted to Clark County, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

10. Right-of-way N–77199 for sewer system purposes granted to Clark County Water Reclamation District, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

11. Right-of-way N–75246 for road and drainage purposes granted to Clark County, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and

12. Right-of-way NVNV–106338433 for geotechnical study purposes granted to Clark County, its successors and assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9620(h), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances has been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

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IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA, the FOURTH day of OCTOBER in the year of our Lord TWO THOUSAND and TWENTY-FOUR and of the Independence of the United States the Two Hundred and Forty-Ninth.

[SEAL]

By _____
Alan B. Shepherd
Deputy State Director

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**STATE OF NEVADA**
**DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
   a. 176-27-401-013
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☑ Vacant Land  b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse  d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg  f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural  h. ☐ Mobile Home
   ☐ Other _____

| FOR RECORDERS OPTIONAL USE ONLY |
|---|
| Book _____ Page: _____ |
| Date of Recording: _____ |
| Notes: |

3.a. Total Value/Sales Price of Property $ 19,125,000.00
b. Deed in Lieu of Foreclosure Only (value of property) ( )
c. Transfer Tax Value: $ N/A -EXEMPT
d. Real Property Transfer Tax Due $ N/A - EXEMPT

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 2
   b. Explain Reason for Exemption: Transfer to a government entity

5. Partial Interest: Percentage being transferred: ____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: Jaime Leary Real Estate Administrator

Signature _____ Capacity: _____

| **SELLER (GRANTOR) INFORMATION (REQUIRED)** | **BUYER (GRANTEE) INFORMATION (REQUIRED)** |
|---|---|
| Print Name: The Unites States of America | Print Name: Clark County RPM |
| Address: 4701 N Torrey Pines | Address: 500 S Grand Central Parkway |
| City: Las Vegas | City: Las Vegas |
| State: NV Zip: 89130 | State: NV Zip: 89155-1825 |

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

| | |
|---|---|
| Print Name: | Escrow # |
| Address: | |
| City: | State: Zip: |

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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